

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

NASPO VALUEPOINT COMPUTER EQUIPMENT

MASTER AGREEMENT NO. MNWNC-102

(hereinafter "Master Agreement")

Between

Apple, Inc.

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 15-05.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number MNWNC-102 with Apple, Inc.

1. Scope:

This Addendum covers NASPO ValuePoint (formerly WSCA-NASPO) Computer Equipment, Peripherals & Related Services MNWNC-102 led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval of its respective Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the nonprofit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity.") Issues of interpretation and eligibility for participation are to be determined solely by the Administrator of the SPO.

3. Changes:

A. Usage Reports: Contractor shall submit a quarterly State of Hawaii sales report to the Participating State contact person listed in Paragraph 5, below, (or as amended), in accordance with the following schedule:

| <u>Quarter Ending</u> | <u>Report Due</u> |
|-----------------------|-------------------|
| January – March | April 30 |
| April - June | July 31 |
| July - September | October 31 |
| October – December | January 31 |

The quarterly report shall be subtotaled by each Participating Entity. The quarterly report shall also include any adjustments from prior periods.

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- B. The validity of this Addendum, any of its terms or provisions, as well as the rights and duties of the parties to this Addendum, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Campaign Contributions. The Contractor is notified of the applicability of HRS §11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the Contractor is paid with funds appropriated by the Hawaii State Legislature.
- D. Purchase under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- E. The State of Hawaii's purchasing card (pCard) is required to be used by Participating State's executive departments/agencies, (excluding the Department of Education, the Hawaii Health Systems Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order. If payments are made via State's purchasing card, the card number shall be provided to Contractor at the time the order is placed.

Any order placed by and shipped to a Participating Entity or Purchasing Entity for a Product and/or Service available from Contractor under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of this Addendum and the Master Agreement.

Contractor shall forward original invoice(s) directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS §103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS §103-10.

- F. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and
 - 6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

G. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

H. Acceptance Testing. As it applies to Section 28.B of the Master Agreement, Contractor shall make available to the Participating Entity or Purchasing Entity a process by which the Participating Entity or Purchasing Entity can evaluate and test certain Contractor-branded hardware. Any Acceptance Testing of this type shall be pursuant to the terms and conditions of the Contractor Equipment Loan Agreement, which will be provided by the Contractor upon request.

4. Lease Agreements:

Leasing is not authorized by this Addendum.

5. Primary Contact:

The primary contact individuals for this Addendum are as follows (or their named successors):

Participating State

Name: Stanton Mato
Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
Telephone: (808) 586-0566
Fax: (808) 586-0570
E-Mail: stanton.d.mato@hawaii.gov

Contractor

Name: Ralph Wright
Address: 12545 Riata Vista Circle, Austin, TX 78727
Telephone: (512) 415-6199
Fax: (855) 438-0488, efax: (512) 532-0866
E-Mail: ralph.wright@apple.com

6. Authorized Service Providers are allowed under this Addendum.

7. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 15-05 and the NASPO ValuePoint Master Agreement Number MNWNC-102.

- Purchase Orders and Payments shall be made to Apple, Inc. or to authorized service providers, if any.

8. Nonvisual Access and Accessibility Standards:

Contractor's VPATs identify how Apple Products comply with the Nonvisual Access and

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Accessibility Standards. Contractor's VPATs can be located at the following address:

<http://www.apple.com/accessibility/resources/>.

9. Participating Entity as Individual Customer:

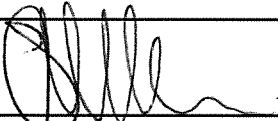

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

10. Entire Contract:

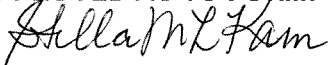
This Addendum and the Master Agreement set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, that are included in any purchase order or otherwise shall be void. The terms and conditions of this Addendum and the Master Agreement shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

| | |
|--|---|
| Participating State: STATE OF HAWAII | Contractor: Apple, Inc. |
| Signature:  | Signature:  |
| Name: SARAH ALLEN | Name: Rebecca Whittaker |
| Title: Administrator, SPO | Title: Manager, US Contracts Operations |
| Date: 12/16/15. | Date: 12/11/15 |

APPROVED AS TO FORM:


Deputy Attorney General