



State of South Carolina

Participating Addendum Amendment 3

Contract Number : 4400011906
Date : 7/8/2021
Procurement Officer : Will Butler
Phone : 803-737-9854
E-Mail Address : wbutler@mimo.sc.gov
Address : 1201 Main St Suite 600
Columbia SC 29201

DESCRIPTION:

Computer Equipment, Peripherals, and Related Services

USING GOVERNMENTAL UNIT:

State Term Contract

CONTRACTOR'S NAME AND ADDRESS:

Apple Inc.
1 Infinite Loop
Cupertino, CA 95014

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____ Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☒ Other Change

IMPORTANT NOTICE:

- ☒ Change Order: Contractor is required to sign this document and return to the procurement officer named above by the following date: 7/13/2021.
- ☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

This Amendment extends the maximum potential duration of South Carolina's Participating Addendum with Apple Inc. under the NASPO Master Agreement MNWNC-102 for Computer Equipment, Peripherals & Related Services past the original expiration date of July 31, 2021 to July 31, 2022 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

This Amendment also serves to extend the maximum potential duration of South Carolina State Term Contract **4400011906** past its original end date of July 31, 2021 to July 31, 2022, or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here WB if Certificate inapplicable to this Change Order]

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: _____
(authorized signature)

Johnny Mendoza
(printed name of person signing above)

Its: **Project Coordinator**
(title of person signing above)

Date: **07/09/2021**

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:

By: _____
(authorized signature)

Will Butler
(printed name of person signing above)

Its: **Procurement Manager**
(title of person signing above)

Date: **7/19/2021**



State of South Carolina
Participating Addendum Amendment

Contract Number: 4400011906
Date: 2/3/2020
Procurement Officer: Will Butler
Phone: 803-737-9854
E-Mail Address: wbutler@mmo.sc.gov
Address: 1201 Main St Suite 600
Columbia SC 29201

DESCRIPTION: **Computer Equipment, Peripherals, and Related Services**
USING GOVERNMENTAL UNIT: **State Term Contract**
CONTRACTOR'S NAME AND ADDRESS: **Apple Inc
1 Infinite Loop
Cupertino, CA 95014**

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____ Clause No. _____
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☒ Other Change

IMPORTANT NOTICE:

- ☒ Change Order: Contractor is required to sign this document and return to the procurement officer named above by the following date: 2/7/2020.
☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

This Amendment extends the maximum potential duration of South Carolina's Participating Addendum with Apple under the NASPO Master Agreement MNWNC-102 for Computer Equipment, Peripherals & Related Services past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

This Amendment also serves to extend the maximum potential duration of South Carolina State Term Contract 4400011906 past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS
CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

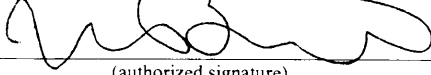
By: 
(authorized signature)

Johnny Mendoza
(printed name of person signing above)

Its: **Project Coordinator**
(title of person signing above)

Date: **02/19/2020**

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS
CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF
USING GOVERNMENTAL UNIT:

By: 
(authorized signature)

Will Butler
(printed name of person signing above)

Its: **Procurement Manager**
(title of person signing above)

Date: **02/28/2020**





(v8Jun2016)

Amendment to the Participating State Contract Number 4400011906

This amendment ("Amendment") amends the Participating State Contract Number 4400011906 or referred to as Participating Addendum ("Agreement") entered into by and between Apple Inc., located at 1 Infinite Loop, MS: 318-6OPS, Cupertino, CA, 95015, USA ("Apple") and:

Company Legal Name ("Participating State: State of South Carolina"): STATE OF SOUTH CAROLINA INFO TECHNOLOGY MANAGEMENT OFFICE

DBA Name: STATE OF SOUTH CAROLINA NASPO

Address: 1201 MAIN ST STE 430, COLUMBIA, SC, 29201-6213, United States of America

Capitalized terms used but not defined in this Amendment have the meanings set forth in the Agreement.

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.

The Parties hereby agree to amend the Agreement as follows:

Section 1, Scope of the Agreement, is hereby amended and restated as follows:

1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: **Band 1: Desktop, Band 2: Laptop, Band 3: Tablet**, including Related Peripherals as applicable to each Band, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

CONFIGURATION LIMITS. The following configuration limits apply to this Participating Addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contractor how to approve these modifications to the State's Product and Service Schedule ("PSS").

Changes to the configuration limits, if any, shall be specified in Section 4 of this Participating Addendum.

The dollar limits identified below are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Desktops	\$ 12,000
Laptops	\$ 10,000
Tablets	\$ 2,000
Peripherals	\$ 5,000

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

South Carolina's Participating Addendum – Scope:

Notwithstanding the foregoing, the following items listed within the RFP are expressly EXCLUDED from the scope of the Participating Addendum:

- Band 4: Server
- Band 5 Storage
- Band 6: Ruggedized Devices
- All other configurations (hardware, software, etc.)
- Commercial off-the-Shelf (COTS) Software except the software including operating software contained in the hardware at time of purchase.
- Cloud Services and Software as a Service (SaaS). Cloud Services including acquisitions structured as managed on-site services are not allowed.
- General Consulting and Professional Services.
- Third party products except for the following: cases and bags; headphones; iPad (Tablet) cables and docks; Mac (Laptop) cables; and mice and keyboards. For the avoidance of doubt, carts are expressly prohibited from purchase under this Participating Addendum.



Except as set forth in this Amendment, the Agreement shall continue in full force and effect in accordance with its terms.

The duly authorized representatives of the Parties execute this Amendment as of the Effective Date stated below.



Participating State: State of South Carolina

Apple Inc.

SIGNATURE: Johanne M. Sullivan

SIGNATURE: [Signature]

PRINT NAME: Johanne M. Sullivan

PRINT NAME: Rebecca Consolud

PRINT TITLE: Procurement Manager

PRINT TITLE: Manager, US Contract Operations

DATE: 3/14/17

EFFECTIVE DATE: 3/14/17

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102

Apple Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services
(hereinafter "Participating State/Entity")

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1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: **Band 1: Desktop, Band 2: Laptop, Band 3: Tablet**, including Related Peripherals as applicable to each Band, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

CONFIGURATION LIMITS. The following configuration limits apply to this Participating Addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contractor how to approve these modifications to the State's Product and Service Schedule ("PSS").

Changes to the configuration limits, if any, shall be specified in Section 4 of this Participating Addendum.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

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- Band 4: Server
- Band 5 Storage
- Band 6: Ruggedized Devices
- All other configurations (hardware, software, etc.)
- Commercial off-the-Shelf (COTS) Software except the software including operating software contained in the hardware at time of purchase.
- Cloud Services and Software as a Service (SaaS). Cloud Services including acquisitions structured as managed on-site services are not allowed.
- General Consulting and Professional Services.
- Any products that are not Apple branded Products.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both State and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every State governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such State governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this Participating Addendum, unless the local public procurement unit has entered into a separate Participating Addendum. The terms of any such separate Participating Addendum are not binding on the State, and the State is not liable for any debts of local public procurement units.

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Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Agreement.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("Participating Addendum"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Contractor at any time are unenforceable. Except as otherwise provided in this Participating Addendum, no modification to this Participating Addendum will be binding unless in writing and signed by an authorized representative of each party.

4. Participating State Modifications or Additions to Master Agreement:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

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Deletions from Master Agreement.

The following provision of the Master Agreement does not form a part of the contract with the State of South Carolina or any of its public procurement units:

¶24. "Payment" on page 11

¶C.2. "Accessibility Standards" on page 15.

The following provisions are added:

A. DEFINITIONS:

"ITMO" means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended.

"Authority" means the South Carolina State Fiscal Accountability Authority or its successor in interest.

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

"Change Order" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

"Contract" See Section 1 of Attachment A of the Master Agreement.

"Contract Modification" means a written order signed by the Procurement Officer, directing Contractor to make changes, which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"You and Your" means Contractor.

"State" means the public procurement unit purchasing computer equipment from the Contractor under this Participating Addendum.

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"Using Governmental Unit" means all South Carolina Public Procurement Units eligible to purchase under this contract. Public Procurement Unit as defined in 11-35-4610(5) means either a local public procurement unit or a State public procurement unit.

"Work" means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"Participating Addendum" as defined in the Master Agreement (as negotiated), forms a part of the Master Agreement (as negotiated), and supersedes the Master Agreement (as negotiated), to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

"Services" shall be related to the procurement of equipment and are broadly described as installation/de-installation, maintenance support, minimal operation training, migration, and optimization of products offered or supplied. These types of services, if offered by Contractor shall include the following:

- A. Installation, and De-installation,
- B. Factory Integration (software or equipment components);
- C. Asset Management;
- D. Pre-Implementation Design; and
- E. Equipment Operation Training

The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (a) "Service Descriptions" used to describe any services purchased by an entity;
- (b) Any mutually agreed upon "Statement of Work" ("SOW") executed by the Parties.

B. AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

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C. AUTHORITY AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any purchases made as a result of this contract are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

D. DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

E. ETHICS CERTIFICATE (MAY 2008):

Contractor certifies that the Contractor has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

F. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015):

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to enter into this Participating Addendum with Contractor. (b) By signing this Addendum, Contractor certifies that, as of the date Contractor signs, Contractor is not on the then-current version

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of the Iran Divestment Act List. (c) Contractor must notify the Procurement Officer immediately if, at any time before posting of this addendum, Contractor is added to the Iran Divestment Act List.

G. BANKRUPTCY – GENERAL (FEB 2015):

Insolvency: This Participating Addendum is voidable and subject to immediate termination by the State upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the State. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Participating Addendum.

H. CHOICE-OF-LAW (JAN 2006):

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this Participating Addendum. Notwithstanding the foregoing, the terms and conditions of the Contractor's license agreement shall control any software licensing issues.

I. DISPUTES (JAN 2006):

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this Participating Addendum.

J. INDEMNIFICATION

Master Agreement Terms and Conditions, Section C. Minnesota Terms and Conditions, Sub-section 17 Indemnification is hereby modified:

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(1) Section C17, first paragraph, subclause (ii) is hereby deleted in its entirety and replaced with the following: (ii) personal injury or tangible property damage suffered by such third party was caused by the Apple branded Products or Services acquired hereunder or by any negligent act or omission of Contract Vendor, its subcontractors, their employees, agents, or anyone for whose acts any of them may be liable. In such event; Contract Vendor shall hold Purchasing Entity harmless from all related damages, including settlement payments, attorneys' fees, costs, or expenses. Contract Vendor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other applicable employee benefit acts.

K. LIMITATION OF LIABILITY

Master Agreement Terms and Conditions, Section B. Minnesota Terms and Conditions, Sub-section 33. Limitation of Liability is hereby modified to add the following statement:

The Parties acknowledge that solely as it pertains to the State of South Carolina's Participating Addendum, the maximum limitation of liability under this Participating Addendum shall not exceed ten million U.S. dollars 10,000,000 in the aggregate.

L. OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

M. PAYMENT & INTEREST (FEB 2015):

(a) The State (if the purchaser is a governmental body) or the local public procurement unit shall pay the Contractor, after the submission of proper invoices, the prices stipulated on the invoice for orders delivered and Accepted. "Acceptance" has the meaning ascribed to it in Section 28, Exhibit B of the Master Agreement Terms and Conditions. Unless otherwise agreed by the Parties as specified herein, including the purchase order payment type, payment shall not be made on partial deliveries Accepted by the Government. (b) Unless otherwise provided herein, including the purchase order payment type, payment will be made by check mailed to the payment address designated by the contractor. Payments may be made via a State or political subdivision purchasing card if presented at time of order. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45. Except as set forth in this paragraph and in S.C. Code Section 11-35-45, the State shall not be liable for the payment of interest on any debt. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) The State shall reserve its rights to set-off in accordance with State law. Contractor has sole discretion in accepting or rejecting orders

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from any local public procurement unit based on such Entity's ability to demonstrate financial ability to pay for orders placed under this Participating Addendum.

N. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):

(a) Contractor must notify the procurement officer immediately if, at any time during the contract term, Contractor is added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), Contractor shall not contract with any person to perform a part of the Work, if, at the time Contractor enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

O. SUSPENSION OF WORK:

Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The formal notice must be in writing to Contractor and Contractor will be given ten (10) days notice prior to the suspension of the work. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products ordered or services performed through the date of suspension of work.

P. TAXES (JAN 2006):

Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon Acceptance (pursuant to the Master Agreement). Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to Contractor, Contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor

Q. WAIVER (JAN 2006):

Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

R. CISG (JAN 2006):

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-102

Apple Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

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S. ILLEGAL IMMIGRATION (NOV 2008):

(An overview is available at www.procurement.sc.gov) Contractor certifies that Contractor will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to Contractor in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."

T. MATERIAL AND WORKMANSHIP (MODIFIED):

Unless otherwise specifically provided in this Addendum, all equipment, material, and articles incorporated in the work covered by this Addendum are to be new and of the most suitable grade for the purpose intended. Notwithstanding the foregoing, Contractor may use factory reset or refurbished service parts under the terms of its manufacturers hardware warranty.

U. RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.

V. STATEWIDE TERM CONTRACT (MODIFIED):

(a) With this agreement, the State seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by State governmental bodies (as defined in Section 11-35-310(18)), which includes most State agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price". Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds for the procurement of supplies, services, or construction. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The Purchasing Entity may include additional language on the Purchase Order, but only to the extent necessary to comply with a requirement directly related to the work and imposed on the Purchasing Entity either by law or as a condition of using State or federal assistance, grant, or contract funds. Contractor may decline to honor a purchase order including additional language, if Contractor determines that the additional language imposes additional terms of purchase or other terms that

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Contractor has not anticipated as part of this Participating Addendum. Additional terms shall be governed by Section 3 of this Participating Addendum.

W. STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012):

Pursuant to Section 11-35-310(35), the State may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, Contractor declines to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this Participating Addendum. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form.

X. ITEM SUBSTITUTION:

No substitutes of like or worse will be allowed on Purchase Orders received from South Carolina procurement units without express permission from the issuing procurement unit.

Y. ADMINISTRATIVE SERVICES FEE – COLLECTION AND REPORTING (MODIFIED):

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina State and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee, which the Contractor shall include in its contract pricing (though not separately itemized or invoiced), and is paid to the Contractor by each Participating Entity. Contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE – CALCULATION." The price stated in Contractor's bid or proposal must include all amounts necessary for Contractor to meet this obligation.

(b) As used in this clause, the term "Reporting Period" means Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec. and any remaining periods less than these listed periods during the term of this PA. For each Reporting Period, Contractor shall report to PS its net sales pursuant to this PA for the period (excluding sales taxes and indicating all adjustments for credits, returns, or refunds) and shall remit the fee to the PS Reports Manager. Payment for each Reporting Period is due no later than the last day of the month immediately following the end of the Reporting Period (Example: payment for the Reporting Period ending March is due April 30). If the amount due for a Reporting Period is less than \$10.00, no payment is required. The procurement officer will provide Contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. Contractor may contact the Reports Manager at:

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Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve Contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each Reporting Period, even if no payment is due for the Reporting Period. The usage report shall include any mutually agreed information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable Reporting Period: Contractor's name, contract number, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), and total number of units (if practicable). Unless otherwise specified by the Reports Manager, the usage report shall be submitted electronically according to instructions in the information packet. If the Reports Manager requires the Contractor to provide a more detailed usage report, the Reports Manager will work directly with the Contractor to determine the appropriate content and format of the report and any changes will be mutually agreed upon by both parties.

(d) During the term of this Participating Addendum and for a period of five years thereafter from the date of payment of such fees, PS or its authorized representatives shall be afforded access at reasonable times to Contractor's shipment and payment records directly relevant to the State's transaction in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this Participating Addendum. To the extent Contractor reasonably contends that certain of its records are confidential, proprietary, or a trade secret, PS will enter into an appropriate agreement to protect the confidentiality of such records. If the audit indicates that contractor has materially underpaid PS, then Contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)).

(e) Payments of the fee which are due and intentionally unpaid by the Contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, Contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If Contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the Participating State may, without prejudice

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to any other remedy available to the Participating State, take any one or more of the following actions. Notwithstanding the foregoing, Contractor shall be given a period of thirty (30) business days to respond to any such deficiency prior to the Participating State taking any action listed below.

- (1) direct the Contractor to not accept any further orders under the PA until PS determines that the cause for such direction has been eliminated;
- (2) terminate this PA;
- (3) direct Contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this PA.

(h) Reports MUST reference the SC Participating Addendum number 4400011906 to assure accurate accounting of purchases under this PA and reported administrative fees. Each remittance will include the period covered and the PA number.

Z. ADMINISTRATIVE SERVICES FEE – CALCULATION –ITMO (JUN 2015):

For each Reporting Period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits, returns, or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

AA. CHANGE IN CONTRACTOR REPRESENTATIVES:

The Contractor must notify the Procurement Officer of changes in the Contractor's representatives, in writing.

BB. NON-APPROPRIATION OF FUNDS:

The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the South Carolina State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products ordered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

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CC. LEASE AGREEMENTS:

Local public procurement units that have the authority, may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement that agreement is separate from this Addendum and between Contractor and the Participating Entity or Purchasing Entity.

Any/all leasing for State public procurement units must be handled through the South Carolina Hardware Leasing State Term Contract. Contract information can be found at:

http://procurement.sc.gov/webfiles/IT_CONTR/Hardware_Leasing.pdf

Ontario Investment, Inc., or its successor is the only approved leasing source for State public procurement units. No lease/purchase agreements will be allowed under this Participation Addendum (PA). Nothing in this Section CC. shall be construed as an endorsement of Ontario Investment, Inc., or its successor by Contractor and does not create any relationship between Contractor and Ontario Investment, Inc., or its successor.

The primary contact for this contract is:	Ontario Investment Inc.
Name:	Jim Marsallo Jr.
Address	6666 Old Collamer Road
	East Syracuse NY 13057
Phone #	315-431-4676
Fax #	315-431-4675
E-mail	Jmarsallojr@ontinv.com
ITMO Leasing Contract Information	Information Technology Management Office
Name:	Faith Williams
Address	1201 Main Street, Suite 600
	Columbia, South Carolina 29201
Phone #	803-896-6677
Fax #	803-737-0102
E-mail	fwilliams@mimo.sc.gov

If, during the term of this contract, the South Carolina Hardware Leasing State Term Contract is awarded to another than Ontario Investments, this clause will be amended by change order to reflect the new contractor and contact information.

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DD. ACCEPTANCE TESTING.

Acceptance Testing, as described in Section 28 of the Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, is not applicable to this Participating Addendum unless Contractor and Purchasing Entity otherwise agree in writing.

EE. AGREEMENT SUBJECT TO APPLICABLE LAWS

The Participating Entity or Purchasing Entity is agreeing to the terms of the Master Agreement and this Addendum only to the extent the terms are not in conflict with applicable laws of the State where Participating State/Entity is located.

The Parties agree that this Addendum is subject to South Carolina State laws and any provision of the Addendum that is in direct conflict with any South Carolina State laws shall be deemed unenforceable.

FF.SELF-INSURANCE OPTION

Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00, and at a minimum must self-insure at the limits set forth in the Minnesota WSCA-NASPO Master Agreement.

5. Orders.

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

6. Delivery.

In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

7. Term.

The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this

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Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

8. Notices.

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail ; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 9 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by electronic notification or fax. 9. Primary Contacts:

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

CONTRACTOR

Name	Ralph Wright
Address	12545 Riata Vista Circle, Austin, TX
Telephone	512-415-6199
Fax	N/A
E-mail	Ralph.Wright@apple.com

PARTICIPATING STATE

Name	Johanne M. Sullivan, Procurement Officer
Address	1201 Main St, Suite 600, Columbia, SC 29201
Telephone	(803) 737-3746
Fax	(803) 737-0639

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E-mail	jmsullivan@mimo.sc.gov
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The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

Sales Order Contact Information (for quotes, pricing, and product questions)

- By Phone

Education K12 and HiEd:
1-800-800-2775
1-800-590-0325 (FAX)

State and Local Government:
1-800-793-9378
1-855-438-0486 (FAX)

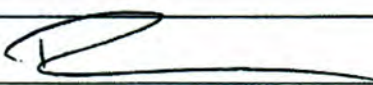
- By Email (for submission of Purchase Orders Only)

Education K12 and HiEd: institutionorders@apple.com
State and Local Government: govorders@apple.com

10. Audit:

All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Participating Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: South Carolina	Contractor: Apple Inc.
By: <i>Johanne M. Sullivan</i>	By: 
Name: <i>Johanne M. Sullivan</i>	Name: <i>Rebecca Whitaker</i>
Title: <i>Procurement Manager</i>	Title: <i>Manager, US Contract Operations</i>
Date: <i>12/8/15</i>	Date: <i>12/8/15</i>

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Purchase Order Attachment

Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: "'Term contract' means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."