

Commonwealth of Kentucky

Master Agreement Modification

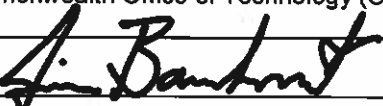
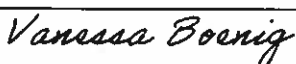
MA 758 1700000778

Section 1, Scope is hereby deleted in its entirety and replaced with the following:


1. This Participating Addendum covers the above referenced Master Agreement for the purchase of the following Computer Equipment/Services: **Band 1-Desktops, and Apple-branded accessories, Band 2-Laptops and Apple-branded accessories, and Band 3-Tablets, and Apple-branded accessories,** and is 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. For the purposes of this Participating Addendum, **Band 1-Desktops, and Apple-branded accessories; Band 2 – Laptops, and Apple-branded accessories; Band 3 – Tablets, and Apple-branded accessories** . The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Apple Inc.
By: 	By: 
Name: Jim Balnhart	Name: Vanessa Boenig
Title: Commissioner Deputy CIO	Title: Manager, US Contract Operations
Date: 2-22-19	Date: 2/22/2019

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: 
Name: Joan Graham
Title: Executive Director
Date: 2/25/19

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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 Participation Agreement as follows:

Section 1, Scope is hereby deleted in its entirety and replaced with the following:

1. This Participating Addendum covers the above referenced Master Agreement for purchase of the following Computer Equipment/Services: **Band 3 – Tablets, and Apple-branded accessories**, and is 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. For the purposes of this Participating Addendum, only Band 3 – Tablets is eligible for purchase under this Addendum to include **Band 3 – Tablets, and Apple-branded accessories**. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.



Section 4 Paragraph 1, is hereby deleted in its entirety and replaced with the following:

- 4.1 **Authorized Participating Entities.** The Participating State designates executive branch state agencies and non-executive branch state agencies and political subdivision and authorized non-profits located in the state as Participating Entities under the Participating Addendum. If a Participating Entity with the participating State is purchasing under this Participating Addendum, Contractor shall assume that the Participating Entity has obtained prior approval to do so. Notwithstanding anything in the foregoing, the Contractor shall incur no liability for accepting orders from any unauthorized Participating Entity purchasing under this Addendum.


Effect of Amendment to Agreement

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: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Apple
BY: 	BY: 
Name: Jim Barnhart	Name: Vanessa Boenig Apple Inc.
Title: Deputy CIO	Title: Manager, US Bids & Contract Operations Mgmt
Date: 8-22-17	Date: 8-24-2017

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: 
Name: for Joan Graham Joan Graham
Title: Deputy Executive Director Executive Director
Date: 8/22/17

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
Commonwealth of Kentucky
(hereinafter "Participating State/Entity")

MA 758 1700000778

1. Scope: This Participating Addendum covers the above referenced Master Agreement for purchase of the following Computer Equipment/Services: **Band 3 – Tablets**, and is 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. For the purposes of this Participating Addendum, only Band 3 – Tablets is eligible for purchase under this Addendum to include **Band 3 - Tablets**. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

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 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.

3. Order of Precedence:

1. A Participating State's Participating Addendum ("PA"); A Participating State'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 Participating Addendum are only those that are expressly accepted by the Lead State and must be in writing and attached to the Participating Addendum 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 quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

- 4.1 Authorized Participating Entities. The Participating State designates non-executive branch state agencies and political subdivisions and authorized non-profits located in the state as Participating Entities under this Participating Addendum. The Commonwealth Office of Technology (COT) is the ONLY executive branch state agency that is permitted to use this Participating Addendum. If a Participating Entity with the Participating State is purchasing under this Participating Addendum, Contractor shall assume that the Participating Entity has obtained prior approval to do so. Notwithstanding anything in the foregoing, the Contractor shall incur no liability for accepting orders from any unauthorized Participating Entity purchasing under this Addendum.
- 4.2 Governing Law. This Participating Addendum shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky per KRS 45A. Parties agree that this Addendum is subject to Kentucky State law and any provision of the Addendum that is in direct conflict with any applicable Kentucky State law shall be deemed unenforceable.
- 4.3 Participating State reserves the right to require state executive branch agencies authorized to use this Participating Addendum, obtain quotes from other contractors awarded a Master Agreement for the same goods or services as provided by this Participating Addendum.
- 4.4 Participating State reserves the right to work with the Contractor at a later date to initiate and implement a mutually agreed upon web enabled ordering mechanism, which may possibly include a PunchOut feature into the Participating State's procurement system, eMARS.
- 4.5 The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase. Provided Participating Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date as indicated in KRS45.453 and 454. Payments may be made via a State or political subdivision purchasing card if presented at time of order.
- 4.6 The Contractor agrees to provide a quarterly administrative fee to the Participating State as a part of the Contractor's unit prices and is not to be charged directly to Participating Entities in the form of a separate line item. The administrative fee shall be paid in the form of a check payable to the -Office of Procurement Services for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this Participating Addendum for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Ave., New Capitol Annex, Room 095, Frankfort, KY 40601.

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

Contractor

Name	Eleanor Deeney
Address	1 Infinite Loop 318-6OPS Cupertino CA 95014
Telephone	
Fax	
E-mail	contracts@apple.com

Participating State

Name	Susan S. Noland
Address	702 Capitol Avenue, Room 096, Frankfort, KY 40601
Telephone	(502) 564-5951
Fax	(502) 564-6013
E-mail	Susan.Noland@ky.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The Participating State will define the process to add and remove partners and may define the partner's role in their Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. No partners will be utilized by Contractor under this Participating Addendum. Contractor may contract with an Apple Authorized Service Provider or professional services provider who may perform services on its behalf.

7. Terms. The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Participating State's applicable law.

8. Orders: Any Order placed by a Participating Entity for a Product and/or Service available from 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Leasing. Leasing is not contemplated by this Participating Addendum. If financing is through a lease agreement, that agreement is separate from this PA and between Contractor and the Participating Entity.

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

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

11. 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's order, the Contractor will notify them in advance in order for the Participating Entity to determine if the additional cost will affect the decision to utilize the Contractor.

12. Insurance. 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.

13. 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.

14. Licensing. Contractor's standard licensing terms accompanying any Apple product shall control the use of the Apple product.

15. Acceptance Testing. Contractor shall provide certain Apple-branded hardware to a Participating Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

16. Accessibility Standards. Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

17. Nonvisual Access Standards. Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

18. Entire Agreement; Modifications. Neither Contractor nor Participating Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Participating Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Apple Inc.
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Name: Jim Barnhart	Name: ELIZABETH DEENEY
Title: Commissioner	Title: SR Mgr. US CONTRACTS
Date: 6-7-15	Date: 6-8-17

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: <i>[Signature]</i>
Name: <i>For Joan Graham</i>
Name: Joan Graham
Title: Executive Director
Date: 6/09/17

