

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 1 of 13

1. Scope

This Addendum is entered in connection with the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services), Master Price Agreement No. B27158, lead by the State of Minnesota (the "MPA") for the purpose of allowing use by the State of Oklahoma as a WSCA/NASPO member. The Oklahoma CIO has authorized this Addendum.

The State of Oklahoma imposes the following configurations limits:

- Individual units (standalone) each configuration for servers should not exceed \$100,000 each.
- Desktop per unit/configuration costs should not exceed \$10,000.
- Limits for Non-State agencies will defer to those limits specified in the MPA.

2. Participation

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

During the term of this MPA and Addendum, any state department, board, commission, agency, or institution may utilize this MPA and Addendum. In addition, counties, school districts, and municipalities of Oklahoma may avail themselves of this Addendum subject to the approval of the Contractor. For purposes of the operation of this MPA and Addendum, counties, school districts, and municipalities shall have the same benefits and responsibilities as a state agency. Under this MPA and Addendum, the Participating State bears no liability for the actions of counties, school districts and municipalities and the privities of contract exist solely between the Contractor and the county, school board or municipality with respect to purchases made by them hereunder.

18 OK Apple WSCA PA (08.14.2012)

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 2 of 13

3. Changes:

- a) Modification to Term #6.B paragraph one of the MPA. Payment of Invoice: Delete and replace with the following:
"The Purchasing Entity within the State of Oklahoma shall make a good faith effort to tender payment to the Contractor within thirty (30) days of the date of receipt of proper invoice. After the forty-fifth (45) day from proper invoice receipt, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The interest rate due is set by the Oklahoma State Treasurer's office each year. The Contractor is responsible for claiming the interest rate. Payments may be made via a Purchasing Entity's 'Purchasing Card' if allowable by its purchasing procedures."
- b) Modification to Term #11.B. Warranties: Add the following as the second sentence:
"Approved modified warranties will pertain only to those products and/or services purchased after the modification. Warranties of products purchased prior to the approved warranty modification will not change."
- c) Modification to Term #12.B: Add the following at the end of 12.B.2:
"Notwithstanding the foregoing, Contractor's right to control the defense of any action in which the State is an indemnified party shall be subject to restrictions of applicable law and the consent of the State of Oklahoma Attorney General."
- d) The following shall be added at the end of Term #12.F: "To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void."
- e) Modification to Term #14 Product and Service Schedule: Replace the last sentence in 14.F. with the following: "If required, the State of Oklahoma will provide one letter of its tax exempt status to Contractor. Such letter will apply to all State Agencies for the term of this Contract."

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 3 of 13

- f) Modification to Term #20 Records and Audit: Delete the term and replace with the following:
- "As used in this clause, "records" includes books, documents, in paper or electronic form, and accounting procedures and practices of the Contractor directly related to this Contract. Contractor(s) agrees any pertinent State or Federal agency shall have the right to examine and audit all records directly relevant to execution and performance of this Contract.
- The Contractor(s) is required to retain records directly relevant to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract or transaction. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- The State of Oklahoma will use best efforts to provide at least ten (10) days prior written notice of any audit contemplated by this Section 20."
- g) Addition to Term #22: Use of Servicing Subcontractors: Add the following paragraph B to this term as follows:
- "Contractor will not use subcontractors as Reseller or Agents in the scope of the Contract for the State Agencies within Oklahoma, unless agreed in writing by OSF."
- h) Add the following to the end of Term #24. A.2.: "Notwithstanding the foregoing, Contractor's right to control the defense of any action in which the State is an indemnified party shall be subject to the restrictions of applicable law and the consent of the State of Oklahoma Attorney General."
- i) The following shall be added to the end of Term #24.A.4: "To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 4 of 13

limitation of liability shall be void."

- j) Addition to Term #24 Indemnification, Hold Harmless and Limitation of Liability: Add the following as Term #24.B.5. In addition, the following limitation of liability clause applies to every term within this Contract and any applicable End User License Agreement which may limit Contractor's liability to the State.

"To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void."

- k) Addition to Term #25 Amendments: Add the following paragraph to this section:
- "No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Participating Addendum with the State of Oklahoma. The State may review and modify in accordance with this Section 25 its Participating Addendum anytime the MPA is modified. All modifications to the Participating Addendum with the State of Oklahoma must be made in writing and signed by both parties, of which the authorized representative for the State of Oklahoma is the State CIO or his or her delegate as identified as Primary Contact in Section 5 of the Participating Addendum with the State of Oklahoma."
- l) The Term #26 Scope of Agreement shall be deleted in its entirety and replaced with the following: "Unless specifically modified in a writing that references this Agreement and that is signed by authorized representatives of the State and Contractor, this Agreement, together with the End User License Agreements, accompanying each Apple-branded Product and which govern the use of the Products incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement."
- m) Modification to Term #31 Governing Law: The term# 31 Governing Law shall be deleted in its entirety and replaced with the following: "This Contract shall be

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B 27158**

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 5 of 13

governed and construed in accordance with the laws of the State of Oklahoma with respect to all purchases made by the State of Oklahoma hereunder, without regards to conflict of law provisions. The construction and effect of the State of Oklahoma's Participating Addendum or order against this Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws provisions. Venue for any claim, dispute or action related to the State of Oklahoma shall be in the State of Oklahoma."

- n) Modification to Term # 33 Release: The term #33 Release is hereby deleted in its entirety.
- o) Modification to Term #41 Survival: Add the following to the end of the first sentence – ", as amended by the Participating Addendum". In addition, the following shall be deleted: "Paragraph 33. Release".
- p) Addition to Term #44. B. Reporting and Fees: Add paragraph 4 to this section as follows:

"The State of Oklahoma will utilize the reporting developed by and available from the Lead State for periodic reporting needs in accordance with this Section 44. However, the Contractor agrees to provide additional reports to the State of Oklahoma if requested, in a format and frequency to be mutually agreed upon by both parties. The Contractor shall submit a check payable to DCS Central Purchasing for an amount equal to one-half of one percent (0.005) of the net sales for the period. Fee remittance will follow the same period and due dates as in Section 44(A)(2) of this Contract.

Insert the following:

The check should be mailed to:

- a) Address:

Office of State Finance
Finance Unit
3812 N. Santa Fe

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 6 of 13

Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

- b) Note: The checks for administrative fees are to have the following information on the check stub:
- Statewide contract #,
 - Quarter and Year reporting,
 - e.g. SW207 4th qtr, 2011
- c) Reports shall be delivered, by email to StatewideContractReports@osf.ok.gov within 30 calendar days upon completion of the quarterly reporting period cited in Section 44(A)(2).
- q) Modification to Term #49. B. In the last sentence add the following after the words "if any" "to the extent permitted by applicable law".
- r) Modification to Term #49.D. Ownership: Add "to the extent permitted by applicable law" to the end of the last sentence after the word comply.
- s) In Term #56 Value Added Services delete last sentence referring to Exhibit C.
- t) Add the following statement to the beginning of Exhibit A – Additional Warranties:
"To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void."
- u) Modification to Exhibit B – Complaint Resolution, Section B.3. Products Lost or Damaged in Transit: Add the following sentence to the first sentence of B.3: "For products shipped in the last week of every Apple fiscal quarter, please see the procedures set forth in the last paragraph of Section B.4 below."

4. Lease Agreements

Leasing provisions have not been approved by the State of Oklahoma by procuring agencies within this jurisdiction. The State of Oklahoma reserves the right to open the

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 7 of 13

possibility of adding the leasing provision later. Leasing may be authorized for no-state agency entity purchases under this Addendum in accordance with applicable law.

5. Primary Contacts

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

Lead State

Name: Susan Kahle

Address: 112 Admin Bldg, 50 Sherburne Avenue, St Paul, MN 55155

Telephone: (651) 201-2434

Fax: (651) 297-3996

E-mail: susan.kahle@state.mn.us

Contractor

Name: Ewa Kalman – for Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin

Address: 1 Infinite Loop, MS 90-2CM, Cupertino, CA 95014

Telephone: 408-974-6112

Fax: 408-974-4908

E-mail: ekalman@apple.com

-Or-

Contractor

Name: Dee Murray – for all other U.S. states

Address: 1 Infinite Loop, MS 90-2CM, Cupertino, CA 95014

Telephone: 408-862-4465

Fax: 408-974-4908

E-mail: deemurray@apple.com

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 8 of 13

Participating State

Name: Gary Rowland

Address: 2401 N. Lincoln, Suite 116, OKC, OK 73105

Telephone: 405-521-4898

Fax:

E-mail: gary.rowland@osf.ok.gov

6. Servicing Subcontractors:

With the Participating State's approval, Contractor may utilize all Contractor authorized business partners in the Participating State to perform Services.

All orders are to be issued directly to:

Apple Inc.

12545 Riata Vista Circle, MS 198-3ED

Austin, TX 78727

Online: <http://www.apple.com/education/how-to-buy/> (EDU)

<http://www.apple.com/r/store/government/statelocal.html>

HiEd Orders Fax: 1.800.590.0063

K12 Orders Fax: 1.800.590.0325

State and Local Government Orders Fax: 1.855.438.0486

And all payments are to be issued to:

Apple Inc

PO Box 846095

Dallas, TX 75284

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number if this is a contract number: [insert appropriate number]; and the Master Price Agreement Number: B27158.

18 OK Apple WSCA PA (08.14.2012)

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 9 of 13

7. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing Contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

8. Services

The terms of the MPA and Addendum shall apply each time Participating State engages Contractor to provide services.

All services provided will be described in a mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

9. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

For Information Technology or Communications Products, Systems and Applications
18 OK Apple WSCA PA (08.14.2012)

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 10 of 13

not requiring development and/or customization. The Contractor shall provide a description of its conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

10. Voluntary Product Accessibility Product (VPAT) Requirements

a) The Contractor will provide a website accessible by participating agencies to request a Apple-branded product VPAT by entering the product description obtained from the State of Oklahoma Contractor's website. The website is: <http://www.apple.com/accessibility/resources/>.

b) The parties agree that no development or customization services will be performed under this Addendum..

c) Notwithstanding the forgoing, the State of Oklahoma acknowledges that Contractor may not have a VPAT for a requested product. In that instance, Contractor will work with the purchasing entity to locate an alternative solution for which there is a VPAT.

11. Compliance With Applicable Laws

The products and services supplied under this Addendum shall comply with all applicable Federal, State, and local laws and the Contractor shall maintain all applicable licenses and permit requirements.

12. Publicity. Section 52 of the MPA is deleted in its entirety and replaced with the following:

"52 Right to Publish

A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 11 of 13

prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State of Oklahoma as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State of Oklahoma.

- B. The Contractor shall not make any representations of the State of Oklahoma's opinion or position as to the quality or effectiveness of the Products and/or Services that are the subject of this Contract without the prior written consent of the State of Oklahoma, which shall not be unreasonably withheld or delayed.
- C. 'Representations' as set forth in 52 B above, includes any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices. However, Contractor may include references to the State, WSCA and the Purchasing Entities among the Contractor's list of customers."

13. Travel

If required, travel expenses will be paid in accordance with Oklahoma state law.

14. State of Oklahoma WSCA Website

The Contractor will maintain a specific State of Oklahoma website. The website must contain at least the following:

- a) Presents only the products and services allowed under the MPA.
- b) Online process to allow agency personnel to configure, and print hardware/software configurations.
- c) Online process for placing agency hardware configuration orders
- d) A general category grouping of products available for ease in researching systems in accordance with

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 12 of 13

<https://ecommerce.apple.com/asb2b/public.do?country=us&language=en&segment=EDU-HIED>.

- e) Except for any circumstance beyond the reasonable control of the Contractor, website availability should at least ninety-nine (99%) percent of the time during the hours of 7:00am through 7:00pm Central Time, Monday through Saturday.

This Addendum and the MPA together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous 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 MPA, together with its exhibits, shall not be added to or incorporated into this Addendum or the MPA and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the MPA and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

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

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B 27158

Between

Apple Inc.

[hereinafter "Contractor"]

and

the State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 13 of 13

State of Oklahoma

By: 
Name: Alex Z. Pettit
Chief Information Officer
Title: _____
Date: 8/15/12

Apple Inc.

By: 
Name: Stephen Olivos
Title: Sr. Mgr. Contracts
Date: 8/16/12

Signatures as required by State Statutes, Rules or Policies