

**Participating Addendum  
for  
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES  
between  
The North Carolina Department of Information Technology (“NCDIT”)  
and  
Apple Inc.**

This Participating Addendum is entered into by The North Carolina Department of Information Technology (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Apple Inc. (“Contractor”)  
One Apple Park Way  
Cupertino, CA 95014

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

Tim Lim  
Senior Contracts Negotiator  
tlim2@apple.com  
408-783-7379

Participating Entity’s contact for this Participating Addendum is:

Debbie Patterson  
Strategic Sourcing  
debbie.patterson@nc.gov  
919-754-6619

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum will result in a Convenience Contract pursuant to 9 NCAC 06B.0701(c)(1) and 06B.0701(c)(2). This Convenience Contract may be used by Executive State Agencies and other purchasers as permitted by N.C.G.S. 143B-1323, 143B-1324. Further, it may be used as a Convenience Contract, available, but not mandatory, for the use of non-state agencies permitted by law. Such entities include the North Carolina University System and its member campuses, instructional components of the Department of Public Instruction, instructional components of the North Carolina Community College System, as well as local (municipal and county) governments, and LEAs (hereinafter all shall be referred to as “Purchasing Entities”). Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum.
- IV. GOVERNING LAW.** This Participating Addendum is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Participating Addendum or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Participating Addendum, to the jurisdiction of the courts of the State of North Carolina and stipulates that Wake County shall be the proper venue for all matters.
- V. SCOPE.** This Participating Addendum allows for purchase of the following: Apple Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets including Related Peripherals & Services led by the State of Minnesota along with a multi-state sourcing team for use by the North Carolina Department of Information Technology pursuant to N.C.G.S. 143B-1323 and applicable Administrative Rules for procurement of Information Technology, e.g. 9 N.C.A.C. 06A.0101 et seq. Purchasing Entities include State agencies and local education agencies (LEAs) pursuant to N.C.G.S. 143B-1323, 143B-1324. Such

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entities have been authorized by the NCDIT Chief IT Procurement Officer, within which it is located, to use this Participating Addendum for the NASPO Valuepoint Cooperative Purchasing Program for Computer Equipment. Other entities located in the Participating State that are authorized by that state's statutes to utilize state contracts, and which receive prior written approval of the NCDIT Chief IT Procurement Officer.

Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. For the avoidance of doubt, the Master Agreement contains Minnesota statutory requirements applicable only to the Lead State. Such provisions are not applicable to any Participating Entity other than the Lead State.

**VI. SERVICES.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All services provided will be described in the following document:

- a. any mutually agreed upon Statement of Work ("SOW") executed by the parties.

Acquisition of such services shall be subject to this Addendum and the Master Agreement, and to other and additional mutually agreed upon terms as may be required by the Purchasing Entity or Contractor. Services shall be described in a SOW, which may include specific terms detailing the services, the time for performance, the payment amounts and contingencies for payment, acceptance provisions, test or other verification against specifications and SOW details, and such other terms as may be necessary or proper for the Purchasing Entity's needs. All SOWs for State agencies are subject to the approval of the NCDIT Chief IT Procurement Officer.

**VII. CHANGES SPECIFIC TO NORTH CAROLINA PURCHASING ENTITIES.**

- a. "State" as used in this Participating Addendum shall mean the State of North Carolina, the Participating Entity, or the Purchasing Entity, as appropriate.
- b. Section 5 "Restrictions" of the Master Agreement is modified as follows:
  - 1) Section 5.a.1 "Software is modified to read as follows:  
Software is restricted to operating systems, *Apple* branded commercial off-the-shelf (COTS) software, or any *Third-Party applications that come pre-loaded as standard on Apple Products*, and is subject to equipment configuration limits.
  - 2) Section 5.e.2 "Additional Products/Services" is modified to read as follows:  
Lease/Rentals of equipment [Intentionally Left Blank]
- c. Peripherals as defined in Master Agreement, Exhibit A, Section 2.gg is replaced in its entirety by the following:

Peripherals means any hardware product that can attach to, work with, and be supported by, the Desktops, Laptops, or Tablets in Band 2, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals may be manufactured by a third party; however, executive branch State agencies shall not purchase any peripherals manufactured by another contractor holding a contract with the State without the approval of the NCDIT Chief IT Procurement Officer. Peripherals considered within the scope of this Participating Addendum include, but are not limited to, monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc.

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For State Agencies as defined in N.C.G.S. §147-33.81 and subject to N.C.G.S. §147.33.95, Peripheral purchases shall not exceed \$25,000.00 when procured separately from associated Apple Products.

- d. Master Agreement, Exhibit A, Section 16.b."Ordering", is modified by adding the following two sentences to the end of the paragraph:

For avoidance of doubt, terms and conditions in the Contractor's Terms of Use and Privacy Policy on Contractor's online portal that conflict with the terms of the agreements listed in Paragraphs 1 and 2 of Exhibit A, Section 1. Conflict of Terms/Order of Precedence, subparagraph a. will have no force or effect. The State of North Carolina, the Participating Entity, and the Purchasing Entities (1) shall not be obligated to indemnify or hold harmless the Contractor, its licensors, successors or assigns; and (2) do not consent to terms and conditions establishing or consenting to elements of a cause of action, damages, liability, or equitable relief.

- e. Master Agreement, Exhibit A, Section 27.b. "Assignments/Subcontracts" is modified by adding the following sentence:

Notwithstanding the foregoing, transfers authorized by N.C.G.S. §143A-6 are not prohibited or limited.

- f. Master Agreement, Exhibit A, Section 34 "Indemnification" is modified as follows:

- 1) Section 34(ii) is deleted in its entirety and replaced with the following:

"(ii) personal injury or tangible property damage suffered by such third party was caused by Contractor Vendor's ordinary negligence, willful or wanton negligence, or intentional acts during the performance of Services".

- 2) Section 34 is modified by adding the following new 6th paragraph:

Notwithstanding the foregoing, the Purchasing Entity shall have the right to participate in any litigation, alternative dispute resolution and settlement of such Claims at its own expense and to the extent the Purchasing Entity seeks to assert any immunities or defenses applicable to the State as a sovereign government. For avoidance of doubt, each exception to the Contractor's liability described in subparagraphs (a) through (f) applies only to the extent that the Claim for infringement or misappropriation would not have occurred but for the Purchasing Entity acting as described in the exception and in a manner not reasonably anticipated or intended by the parties.

- g. Master Agreement Exhibit A, Section 35 "Limitations of Liability" is deleted in its entirety and replaced with the following:

Notwithstanding any provision to the contrary, Section 35 is made subject to and without waiving any provision of NC law.

Contractor's, its principals', subcontractors', members', agents' and employees (collectively "Contractor Parties") maximum aggregate liability for damages arising from, arising out of or relating to this Participating Addendum, the Products purchased or used by the Participating Entity or any Purchasing Entity and the Services Performed under this Participating Addendum shall be limited to the lesser of (i) one and a half times the value of the purchase or cost of cover (whichever is greater) in the event of equipment failure or failure to

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deliver according to the requirements of the contract; (ii) two times the purchase value for all other contract damages; or (iii) \$7,500,000. Purchase value is defined as the total cost of goods and services procured by the Participating Entity or any Purchasing Entity. Notwithstanding the foregoing, Contractor's infringement indemnification obligations and liability shall be limited to \$7,500,000. For avoidance of doubt, the Parties agree that the Contractor's Product Limited Warranty Terms are not subject to the foregoing liability limitations.

IN NO EVENT, WHETHER AS A RESULT OR BREACH OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL CONTRACTOR OR ANY OF THE CONTRACTOR PARTIES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR ANY OTHER THEORY OF LIABILITY.

THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL BE THE STATES' AND EACH AND EVERY PURCHASING ENTITY'S AND PARTICIPATING ENTITY'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS AGAINST CONTRACTOR OR ANY OF THE CONTRACTOR'S VENDORS UNDER OR RELATED TO THIS AGREEMENT AND ALL PARTICIPATING ADDENDA.

THE PARTIES AGREE THAT THE FOREGOING SECTIONS REGARDING WARRANTY, INDEMNITY AND LIMITATIONS OF LIABILITY REPRESENT THE BASIS OF THE BARGAIN AND A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER AGREEMENT.

**h. CONTRACTOR UTILIZATION OF WORKERS OUTSIDE U.S.**

In accordance with N.C.G.S. §143B-1361(b), Contractor must detail in the Addendum response, the manner in which it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Contractor's offer. The Contractor shall provide the following for any offer or actual utilization or contract performance if it utilizes resources or workers outside the U.S.:

- 1) The location of work performed under a state contract by the Contractor and whether any of this work will be performed outside the United States.
- 2) The corporate structure and location of corporate employees and activities of the Contractor.
- 3) Notice of the relocation of the Contractor performing Services under a state contract outside of the United States.
- 4) Any Contractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided, so long as they are requested to do so by the inbound caller.

Will any work under this Addendum be performed outside the United States?

YES  NO

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If Contractor answered “YES” above, list the location(s) outside the United States where work under this Addendum will be performed by Contractor, any sub-contractors, employees, or other persons performing work under the contract.

The only subcontractors Apple will use as part of this agreement are Apple Authorized Service Providers (AASP), and Services under this Participating Addendum will be performed in North Carolina.

- i. **E-VERIFY**  
Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Contractor comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Contractors are directed to review the foregoing laws. Any awarded Contractor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
- j. **CONTRACTOR REQUIRED REPORTING**  
Contractor shall provide to the Department of Information Technology Statewide IT Procurement Office Contract Administrator quarterly sales reports in the execution and management of the Addendum. The sales reports shall include such data as the type of contract item sold, the number sold, and its dollar value. Sales data must be reported for the department, institution, or agency to which it was sold within the following categories: State and Local Government, Higher Education, and K-12 schools. The reports must be provided within thirty (30) calendar days after the Contractor’s fiscal quarter ends. Contractor must submit the data in spreadsheet format (Microsoft Excel).
- k. **COMPUTER EQUIPMENT RECYCLING PROGRAM**  
Computer Equipment Manufacturers must comply with the requirements of N.C.G.S. §130A-309.134. Computer Equipment Manufacturers must register with the NC Department of Environmental Quality (<https://www.deq.nc.gov/about/divisions/waste-management/solid-waste-section/special-wastes-and-alternative-handling/electronics-management/computer-equipment-manufacturers-information>) within fourteen calendar days of award. Failure to comply with the requirements of N.C.G.S. §130A-309.134 may result in termination or suspension of the Participating Addendum.
- l. **ORDER INFORMATION**
  - 1) There is no minimum order amount for this Addendum.
- m. **PRODUCT RECALL**  
Contractor shall promptly notify the Purchasing Entity of any product recall in accordance with applicable State and federal regulations. Other interested parties including contract administrator can find product recall information updated at: <https://support.apple.com/service-programs>.
- n. **DELIVERY**
  - 1) Contractor shall make commercially reasonable efforts to promptly notify the Purchasing Entity listed on the purchase order, upon determining that a purchase order will not ship within 30 calendar days of receipt, provided the Purchasing Entity has provided a contact email address and/or phone number on the purchase order. The notification should indicate the anticipated delivery date.
- o. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**  
Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award

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issued by the State. Contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Addendum and bind the Party to the terms and conditions of this Addendum. Contractor and their authorized signatory further warrant, to the best of its knowledge, that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Addendum; obligation or contract for future award of compensation as an inducement or consideration for making this Addendum. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Contractor(s) as permitted by 09 NCAC 06B.1206, or other provision of law.

p. **AVAILABILITY OF FUNDS**

Any and all payments to Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Purchasing Entity for the purposes set forth in this Addendum. If this Addendum or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Purchasing Entity's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Addendum or Purchase Order. If the term of this Addendum extends into fiscal years subsequent to that in which it is approved such continuation of the Addendum is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Addendum. If funds to effect payment are not available, the Purchasing Entity will provide written notification to Contractor. If the Addendum is terminated under this paragraph, Contractor agrees to take back any affected products not yet delivered under this Contract, terminate any Services supplied to the Purchasing Entity under this Addendum, and relieve the Purchasing Entity of any further obligation thereof. The Purchasing Entity shall remit payment for products and Services accepted in accordance with Master Agreement, Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions – Paragraph 19.a "Inspection and Acceptance" prior to the date of the aforesaid notice in conformance with the payment terms.

q. **PAYMENT TERMS**

Notwithstanding anything to the contrary in the Master Agreement, the State or its Purchasing Entities shall not be required to pay late fees, interest, overdue account fees, or legal fees on invoices.

r. **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with all applicable federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, marital status, age, sexual orientation, gender identity characteristics or expression, physical or mental disability, pregnancy, or medical condition.

s. **CONFIDENTIALITY**

In accordance with 9 NCAC 06B.0103, and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Contractor warrants that it has formed

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a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, and Contractor requires the State to maintain confidentiality without disclosure, the Contractor agrees that it will intervene in the action for disclosure through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action solely as it pertains to claims compelling the State to disclose information of Contractor marked confidential. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information prior to the disclosure and afford Contractor a reasonable time to respond to any disclosure requests. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9.

- 1) Contractor warrants that all its employees are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the parties for execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the N.C. Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
  - 2) Nondisclosure: Parties agree and specifically warrant that it, its officers, directors, principals and employees, shall hold all information received during performance of this Addendum Contract which is marked as confidential by the State or not a public record under applicable North Carolina or federal law in the strictest confidence and shall not disclose the same to any third party without the express written approval of the other party.
- t. **SECURITY OF STATE DATA**  
The Contractor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- u. **ACCESS TO PERSONS AND RECORDS**  
Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Addendum or to costs charged to this Addendum. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Addendum. Additional audit or reporting requirements may be required by any the Agency if such requirement is imposed by federal or State law or regulation.

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For the avoidance of doubt, the only books, records, and accounts that Contractor maintains under this Addendum are purchase orders and invoices related to orders placed under this Addendum.

v. **INSURANCE COVERAGE:**

- 1) **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Addendum.

w. **TRAVEL EXPENSES**

Contractor may be reimbursed for travel expenses arising under the performance of this Addendum, reimbursement at the out-of-state rates set forth in GS §138-6; as amended from time to time. Contractor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Contractor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Contractor is required to be in the State performing services under this Addendum.

x. **DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Contractor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Addendum Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other Remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

y. **TAXES**

The State is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Purchasing Entity's of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to the Contractor by the Purchasing Entity, as applicable, during the term of this Addendum. Applicable state or local sales taxes shall be invoiced as a separate item.

z. **ELECTRONIC PROCUREMENT**

State Agency (and other Purchasing Entities) purchases shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of execution of this Addendum in order to receive an electronic purchase order resulting from this Addendum. The terms and conditions made part of this Addendum contain language necessary for the implementation of North Carolina's statewide e-procurement initiative.

- 1) Without affecting the approved product prices or discounts specified in the Master Agreement, the Contractor shall pay a transaction fee of 1.75% (.0175) on the total dollar



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amount (excluding sales taxes) of each purchase order issued through the statewide e-procurement service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any Purchasing Entities. The transaction fee shall not be stated or included as a separate item in the Contractor's proposed quote or invoice. There are no additional fees or charges to the Contractor for the services rendered by the supplier manager under this Addendum. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the purchase order.

- 2) Contractor will be invoiced monthly for the State's transaction fee by the supplier manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless supplier manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the Purchasing Entity has not been received by the Contractor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The supplier manager shall provide, whenever reasonably requested by the Contractor in writing (including electronic documents), supporting documentation from the e-procurement service that accounts for the amount of the invoice.
- 3) The supplier manager will capture the order from the Purchasing Entity, including the shipping and payment information, and submit the order in accordance with the e-procurement service. Subsequently, the supplier manager will send those orders to Contractor. The State or Purchasing Entity, not the supplier manager, shall be responsible for the payment for goods delivered.
- 4) Contractor agrees at all times to maintain the confidentiality of its user name and password for the statewide e-procurement services. If a Contractor is a corporation, partnership or other legal entity, then the Contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges for such employees. Contractor agrees not to permit a third party to use the statewide e-procurement services through its account. If there is a breach of security through the Contractor's account, Contractor shall immediately change its password and notify the supplier manager of the security breach by e-mail. Contractor shall cooperate with the State and the supplier manager to mitigate and correct any security breach.

**VIII. AMENDMENTS AND CONFLICTS.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.**

**IX. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

**X. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Apple Inc.  
U.S. Contract Operations  
One Apple Park Way, MS/581-CNTR  
Cupertino, CA 95014

[contracts@apple.com](mailto:contracts@apple.com)

For Participating Entity:

Debbie Patterson  
Strategic Sourcing  
debbie.patterson@nc.gov  
919-754-6619

**XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR: Apple Inc.**

**PARTICIPATING ENTITY: North Carolina  
Department of Information Technology  
("NCDIT")**

Signature Johnny Mendoza

Printed Name Johnny Mendoza

Title Project Coordinator

Date 1/31/2024

Signature Jim Weaver

Printed Name Jim Weaver

Title Secretary and State CIO

Date 02/01/2024