Participating Addendum Number 81358
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
STATE OF TENNESSEE
and
Apple Inc.

This Participating Addendum is entered into by STATE OF TENNESSEE ("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:

Zohreh Hurd
Category Specialist – Technology
Zohreh.hurd@tn.gov
615-741-2026

II. TERM. The term, renewal, and extension provisions of this Participating Addendum are set forth in Attachment A, Special Terms and Conditions, Sections 25-26. This Participating Addendum 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 may be used by all state agencies, public or private educational institutions, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum.

IV. GOVERNING LAW. Please see Attachment A, Section 26 of the Standard Terms and Conditions.

V. SCOPE. 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 (identified by statutory reference) applicable only to the Lead State. Such Minnesota statutory requirements are not applicable to any Participating Entity other than the Lead State.

a. **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 one or more of the following documents: (i) "Services Descriptions" used to describe any services purchased by an entity; (ii) any mutually agreed upon Statement of Work ("SOW") executed by the parties.
b. **Equipment Leasing.** No leasing is allowed under this Participating Addendum.
c. **Equipment Trade-in Program.** No trade-ins are allowed under this Participating Addendum.

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.

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

VI. 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.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. Please see Attachment A, Special Terms and Conditions Section 22 Statewide Contract Reports, and Section 31 Administrative Fees.

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify to Contractor in advance of the Order placement any alternative or additional requirements related to the use of federal funds. Contractor agrees to review and consider those applicable federal requirements and may provide written confirmation of its compliance with specific federal requirements if applicable, or provide alternative terms addressing federal requirements. At such point, the Purchasing Entity may either: 1) accept Contractor's alternative terms by including them as an attachment to the Order or purchasing documentation (replacing the original alternative terms with the negotiated terms) and Contractor agrees to comply with the requirements as confirmed by Contractor through written confirmation; or 2) reject Contractor's requested revision to the Purchasing Entity's terms and not move forward with a purchase. Once an Order with the requirements confirmed by Contractor is accepted by Contractor, Contractor agrees to comply with the requirements Contractor previously confirmed compliance with to Purchasing Entity.

IX. RESERVED.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

Attachment B: Attestation

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

For Contractor:

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

For Participating Entity:

Zohreh Hurd
Category Specialist – Technology
Zohreh.hurd@tn.gov
615-741-2026

XII. 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. 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.

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:

Johnny Mendoza
Signature

Johnny Mendoza
Printed Name

Project Coordinator
Title

4/10/2024
Date

PARTICIPATING ENTITY:

Michael F. Perry
Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO , ou=Department of General Services, email=Mike.Perry@tn.gov, c=US
Date: 2024.04.11 15:18:25 -05'00'
Signature

Michael F. Perry
Printed Name

Chief Procurement Officer
Title

4/11/2024
Date

Attachment A

State of Tennessee
("State," "Participating Entity," or "Purchasing Entity")

NASPO ValuePoint COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES 23003

All references to "Contract" hereinbelow shall collectively refer to the "Master Agreement",

"Participating Addendum", and "Supplemental Terms and Conditions"

Supplemental Terms and Conditions

Standard Terms and Conditions

1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. By the State signing this Participating Addendum, State acknowledges that it has obtained approvals by appropriate officials in accordance with applicable Tennessee laws and regulations.

2. Reserved.

3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties. By the State signing this Participating Addendum, State acknowledges that it has obtained approvals by appropriate officials in accordance with applicable Tennessee laws and regulations.

4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all delivered and conforming goods requested and ordered by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount solely arising from such termination due to unavailability of funds.

5. Termination for Convenience. Please see Exhibit A Section 42.a., Termination of Convenience, of the Master Agreement.

6. Termination for Cause. Please see Exhibit A Section 42.b., Termination for Cause, and Section 44, Defaults and Remedies, of the Master Agreement.

7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. However, Apple may, at its sole discretion, assign a contract, in whole or in part, to any affiliate of or successor in interest to Apple, without the consent of the State, provided that the assignment is to an entity that is eligible to do business with the State and agrees to the terms and conditions of this Contract. Additionally, the Contractor may subcontract services provided under this contract to an Apple Authorized Service Provider, provided that the Apple Authorized Service Provider is eligible to do business with the State. Contractor shall ensure Apple Authorized Service Providers utilized in the performance of this contract adhere to applicable terms and conditions.

8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

   The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by applicable federal or state law. The Contractor shall, upon request, respond to any reasonable concern raised by the State that the Contractor may have engaged in discrimination as prohibited by applicable law.

10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
    a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B: Attestation, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
    b. Reserved.
    c. The Contractor shall maintain records for all personnel used in the performance of this Contract, upon reasonable request.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

11. Records. The Contractor shall maintain relevant books, records, and documents directly related to purchases made by Purchasing Entities under to this Participating Addendum to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the State, the Comptroller of the Treasury, or their duly appointed representatives to audit, inspect, and examine, relevant documents, books and records directly related to purchases made by a Purchasing Entity under this Participating Addendum for the purpose of making audits and examinations. Contractor shall maintain such books, records, and documents for a period of five (5) years from the date of invoice of the transaction to which such books, records and documents relate.

12. Monitoring. The Contractor's records maintained pursuant to this Contract shall be subject to evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives in a mutually agreed manner.

13. Reserved.

14. Reserved.

15. Reserved.

16. Reserved.

17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

18. Limitation of Contractor's Liability. The Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Special Terms and Conditions Section 2, not to exceed four (4) million US dollars.

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.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES SET FORTH IN THIS PARTICIPATING ADDENDUM SHALL BE THE STATE'S AND EACH AND EVERY PURCHASING ENTITY'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS AGAINST CONTRACTOR OR ANY OF THE CONTRACTOR'S VENDORS UNDER OR RELATED TO THIS CONTRACT.

THE PARTIES AGREE THAT THIS CONTRACT REPRESENTS THE BASIS OF THE BARGAIN AND A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS CONTRACT.

19. Indemnity. Subject to Section 18 above, the Contractor agrees to indemnify the State of Tennessee as well as its officers, agents, and employees from and against any and all third party proceedings or actions resulting from personal injury or tangible property damage caused by intentional acts or omissions or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract.

Notwithstanding the foregoing, Contractor shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Contractor Product; (b) combination, operation or use of the Contractor Product with any other equipment, data, documentation, items or products; (c) use of Contractor Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Contractor Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Contractor Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Purchasing Entity, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

20. Reserved.

21. Reserved.

22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current officers or executive directors:

    a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide commercially reasonable written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its officers or executive directors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

24. Force Majeure. Please see Exhibit A Section 43, Force Majeure, of the Master Agreement.

25. State and Federal Compliance. Please see Exhibit A Section 12, Laws and Regulations, of the Master Agreement.

26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

    a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

    b. this Contract with any attachments or exhibits, which includes Attachments A-B;

31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a default under Section 44 of the Master Agreement of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall notify the State. All insurance companies providing coverage must be: (a) authorized to operate in Tennessee; and (b) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Contractor has the affirmative duty to notify the State if any deductible or self-insured retention ("SIR") is greater than fifty thousand dollars ($50,000). Any deductible or self-insurance retention ("SIR") and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a standard ACORD form. The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again within thirty (30) calendar days of renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. In the event of a claim or lawsuit naming the State as a party, Contractor agrees to provide the State (upon request) with a copy of any applicable insurance policies, including any amendments or endorsements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the

Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance
   1) The Contractor shall maintain CGL, which shall be written on an occurrence form and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

      The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

b. Workers' Compensation and Employer Liability Insurance
   1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
      i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

   2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
      i. The Contractor employs fewer than five (5) employees;
      ii. The Contractor is a sole proprietor;
      iii. The Contractor is in the construction business or trades with no employees;
      iv. The Contractor is in the coal mining industry with no employees;
      v. The Contractor is a state or local government; or
      vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance
   1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
   2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder

Notwithstanding the foregoing, Contractor shall have the right to self-insure any or all of these insurance requirements provided that Contractor maintains an audited net worth of not less than $100,000,000.

33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

34. Confidentiality of Records. Please see Section 40, Confidentiality, Non-Disclosure, and Injunctive Relief, of the Master Agreement.

35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

36. Reserved.

Special Terms and Conditions

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

2. Estimated Purchases. The total purchases of any goods or services under the Contract are not known. The State estimates the State's purchases during the Term shall be TWO MILLION ($2,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Price Lists. The Contractor shall be compensated for goods or services ordered by the Purchasing Entity, with pricing from the NASPO Valuepoint catalog found at:

   https://www.apple.com/education/purchase/contracts/states/naspo-2023-2028.html

4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging unless mutually agreed in SOW. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations.

5. Statement of Work. All Services available through the Master Agreement shall be secured through a Statement of Work (SOW) executed between the Contractor and the State Agency or Purchasing Entity.

This SOW constitutes an Order under this Participating Addendum NASPO COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES SWC3014 (the "Contract"). In case of any conflict between the SOW and the Contract, the Contract shall prevail.

6. Invoice Requirements. The Purchasing Entity's purchase order constitutes a binding offer. Unless otherwise authorized in writing by the Purchasing Entity, the Contractor shall invoice the State only after completion of all work, described in this Contract, and present invoices with all necessary supporting documentation, to:

State Agency Billing Address

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Purchasing Entity, State Agency & Division Name;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor contact for invoice questions (name, phone, or email);
(8) Contractor remittance address;
(9) Description of delivered goods or services provided and invoiced, including identifying information as applicable; and
(10) Total amount due for delivered goods or services provided (as stipulated in Special Terms and Conditions #2 above).

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) only include charges for goods delivered or services provided as described in this Contract ;
(2) only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) not include Contractor's taxes which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes.

7. Reserved.

8. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State a W-9 form.

9. Reserved.

10. Intellectual Property Indemnity. Subject to Standard Terms and Conditions, Section 18, the Contractor agrees to indemnify the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim that an Apple Product that Purchasing Entity has paid to acquire from Contractor infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment (without limiting the foregoing, Contractor will not be responsible for any settlement it does not approve), and the Contractor shall be responsible for reasonable legal fees incurred by the State arising from any such claim.

    Notwithstanding the foregoing, Contractor shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Contractor Product; (b) combination, operation or use of the Contractor Product with any other equipment, data, documentation, items or products; (c) use of Contractor Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Contractor Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Contractor Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Purchasing Entity, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions. In the event of a Claim, Contractor may at its sole option (but shall not be obligated to): (i) procure for Purchasing Entity the right to continue use of the applicable Contractor Product(s); (ii) replace the applicable Contractor Product(s); (iii) modify the applicable Contractor Product(s); or (iv) refund the amount paid by Purchasing Entity to Contractor for the applicable Contractor Product, less depreciation.

    The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106. Notwithstanding the foregoing, Contractor may participate in the defense of any claim through its own counsel at its own expense.

11. Reserved.

12. Software License Warranty. Please see Exhibit A Section 20, Warranty, of this Master Agreement.

13. Software Support and Maintenance Warranty. Contractor will provide post-sales support for Contractor Products as described in the documentation accompanying such Contractor Products. Contractor will not provide support for any Products other than unmodified Contractor Products.

14. Extraneous Terms and Conditions. Except as specifically allowed by this Contract and the Master Agreement, no purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State.

15. Information Security Program. Contractor shall maintain an information security program that contains substantive elements, where appropriate, of various different information security frameworks and that as a whole is compliant with all applicable regulations, contractual, and legal requirements. As such, Contractor shall apply controls where appropriate from applicable security frameworks such as ISO 27001.

16. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State unless otherwise approved in writing by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

17. Reserved.

18. Reserved.

19. Unencumbered Personnel. The Contractor shall not intentionally restrict its employees, or subcontractors who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

20. Reserved.

21. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
    a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
    b. Tennessee local governmental agencies;
    c. Public or private educational institutions;
    d. members of the University of Tennessee or Tennessee Board of Regents systems;
    e. any private nonprofit institution of higher education chartered in Tennessee; and,
    f. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

    These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

22. Statewide Contract Reports. Excluding all orders at an Apple Retail Store, Contractor agrees to provide a quarterly report on net sales of products and services under this Contract (less any charges for taxes and/or shipping) in accordance with the following schedule:

Period:	**Report Due Date:**
July - September	October 31
October - December	January 31
January - March	April 30
April - June	July 31

Contractor shall indicate the contract number with the quarterly sales report. Reports will be submitted via email to the State at: CPO.SWC@tn.gov

23. Survival. The terms contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

24. Reserved.

25. Term of Contract. This Contract shall be effective for the period beginning on May 1, 2024 (“Effective Date”) and ending on June 30, 2025. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

26. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute mutually agreed annual renewal options up to the expiration or termination of the Master Agreement. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or extend beyond the term of the Master Agreement.

27. Reserved.

28. Warranty. Please see Exhibit A Section 21, Warranty, of the Master Agreement.

29. Reserved. Please see Exhibit A Section 21, Warranty, and Section 44, Defaults and Remedies, of the Master Agreement.

30. State and Federal Compliance. Please see Exhibit A Section 12, Laws and Regulations, of the Master Agreement.

31. Administrative Fees.

    Excluding all orders at an Apple Retail Store, Contractor agrees to remit an administrative fee payable to the State for an amount equal to one-half percent (0.50 %) of the net invoiced sales of products and services under this Agreement (less any charges for taxes or shipping). Fees will be submitted to the State via the following address:

    For payment of fees through U.S. Mail or Courier Delivery:

    Michael Winston, Director of Financial Management
    Department of General Services
    W.R. Snodgrass TN. Tower 22nd Floor
    312 Rosa L. Parks Avenue
    Nashville, TN 37243

ATTACHMENT B

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	81358
CONTRACTOR LEGAL ENTITY NAME:	Apple Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	70838

The Contractor, identified above, does hereby attest that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Johnny Mendoza

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Johnny Mendoza / Project Coordinator

PRINTED NAME AND TITLE OF SIGNATORY

4/10/2024

DATE OF ATTESTATION