NASPO ValuePoint
PARTICIPATING ADDENDUM

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services)

FEBRUARY 1, 2024 TO JUNE 30, 2025

Led by the State of Minnesota

Master Agreement No.: 23003 **Minnesota Contract No.:** 235959

Contractor: Apple Inc.

Participating Entity: State of Minnesota

The following products or services are included in this contract portfolio:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services), in the following Band(s):

- Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“State” or “Participating Entity”) and Apple Inc., whose designated business address is One Apple Park Way, Cupertino, CA 95014, USA (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

STATE OF MINNESOTA
PARTICIPATING ADDENDUM

1. **Scope of Work.**

This Participating Addendum ("Participating Addendum" or "Contract") covers Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) led by the State of Minnesota ("Lead State") for use by state agencies and Cooperative Purchasing Venture Members as defined in Paragraph 1.1 of Minnesota Exhibit A. The NASPO ValuePoint Master Agreement is also referred to by the capitalized terms "Master Agreement" within this Contract.

Capitalized terms shall have the same meaning as defined in the Master Agreement unless otherwise defined herein.

2. **Participation.**

This Contract to the Master Agreement may be used upon approval from the State Chief Procurement Official by all authorized state agencies and CPV members as defined in Minnesota Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Term of Contract.**

This Contract 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.

4. **Authorized Representative.**

4.1 Contractor's Authorized Representative. The Contractor's Authorized Representative is identified below, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

Name:	Tim Lim
Address:	One Apple Park Way, Mail Stop 39-3MAL Cupertino, CA 95014, USA
Telephone:	408-783-7379
Email:	Tlim2@apple.com

4.2 State's Authorized Representative. The State's Authorized Representative is identified below, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance. If applicable, the Ordering Entity will identify a Project Manager in each Order.

Name:	Erin McCormack
Address:	50 Sherburne Ave, Suite 112, Saint Paul, MN 55155
Telephone:	(651) 201-3168
Email:	erin.mccormack@state.mn.us

5. **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. The additional terms and conditions contained in Minnesota Exhibit A with its Supplements are attached and are hereby incorporated into this Participating Addendum.

This Participating Addendum does not apply to purchases made at an Apple Retail Store.

5.1 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:

a. "Services Descriptions" used to describe any services purchased by an entity; or

b. any mutually agreed upon Statement of Work ("SOW") executed by the Parties.

5.2 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.

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

6. **Governing Law and Jurisdiction.**

The construction and effect of this Contract and any Orders placed hereunder will be governed by, and construed in accordance with, the substantive and procedural laws of Minnesota. The Participating Entity, Ordering Entity, and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal court with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

7. **Orders.**

Ordering Entities may place orders under this Contract by referencing the Minnesota Contract Number on an Order. Each Order placed under this Contract 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.

8. **Usage Reports.**

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. Usage data means net invoiced sales of products and services under this Agreement. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities by order, and
- The Ordering Entity type (e.g., K-12, Higher Education, or State and Local Government).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, July to September,
- Second Quarter, October to December,
- Third Quarter, January to March, and
- Fourth Quarter, April to June.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

9. **Administrative Fee.**

Contractor shall remit an administrative fee to the State within 30 days of the end of the quarter. Contractor agrees to remit an administrative fee payable to the Department of Administration, Office of State Procurement on a quarterly basis for an amount equal to 1% (0.01 multiplication factor) of the net invoiced sales of products and services under this Agreement (less any charges for taxes or shipping). The Administrative Fee may be submitted through Automated

Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

10. **Survival of Terms.**
The following sections survive the expiration or cancellation of this Contract or any Order: Indemnification, Data Disclosure, and Usage Reporting Requirements and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive. Software licenses, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of the Contract shall survive the expiration or termination of this Contract.

11. **Entire Agreement.**
This Participating Addendum and any written addenda thereto constitute the entire agreement of the parties to this Participating Addendum; however, the entire agreement of the parties shall also include the terms of the Master Agreement, subject to the Order of Precedence established in Exhibit A to the Master Agreement.

12. **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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW

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 Addendum as of the date of execution by both parties below.

1. **Contractor**
   The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Johnny Mendoza

Signature: DocuSigned by: Johnny Mendoza 001EBF7500C344E...

Title: Project Coordinator Date: 6/6/2024

2. **State of Minnesota, Office of State Procurement**
   In accordance with Minn. Stat.§ 16C.03, Subd. 3.

Print name: Erin McCormack

Signature: DocuSigned by: Erin McCormack CDDD8C37EC4D45B...

Title: Acq Mgmt Specialist Date: 6/6/2024

3. **State of Minnesota, Commissioner of Administration**
   Or delegated representative.

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 6/7/2024

Minnesota Exhibit A

1. **Definitions.**

1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10.. The Contractor agrees to provide the contract to CPV members in the State of Minnesota at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term means the Purchasing Entity, and it applies to any State Agency or CPV Member placing an order under the Contract.

1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

2. **Prompt Payment and Invoicing.**

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within net 30 days from date of invoice, for completed delivery of products or services. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

2.2 Invoicing. The invoice must be in the same format as the sample invoice attached to Supplement 2 of Exhibit A. See Exhibit A, Supplement 2, for a list of invoice requirements.

2.3 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), for Professional and Technical services performed under the terms of this Contract, no more than 90 percent of the amount due for those Professional and Technical Services may be paid until the final product has been reviewed by the Purchasing Entity. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled those Professional and Technical Services. That portion of a Purchase that is of manufactured goods shall not be deemed a Professional or Technical service under the terms of this section. Once services have been completed per an applicable SOW, Contractor will be paid any outstanding amount in accordance with the payment terms referenced herein.

3. **No Automatic Renewals.**

The Ordering Entity does not agree to any automatic renewals which require the payment of additional fees.

4. **Assignment and Amendments.**

4.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior written consent of the State. If the State does not consent to the assignment, the State may terminate the contract for convenience as outlined in Paragraph 42 of Exhibit A to the Master Agreement, except that such termination may be immediate.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5. **Termination.**
In addition to Paragraphs 42 and 44 of Exhibit A to the Master Agreement, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services performed. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice. Ordering Entities will also fulfill their payment obligations to Contractor for orders placed and delivered and services performed in accordance with the terms herein.

6. **Indemnification.**
In addition to Paragraph 34 of Exhibit A to the Master Agreement, nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party.

7. **Delivery.**

7.1 No substitutions will be implemented on Purchase Orders received from Minnesota procurement unit without written notice from Contractor.

7.2 In the event an order is back ordered for longer than 30 days, or Contractor fails to meet delivery requirements in the purchase order or Contract that has not been cured within 30 days, the Ordering Entity is authorized to cancel the purchase order, or any portion of the purchase order, provided that the cancellation is made prior to shipment.

8. **Subcontracting and Subcontract Payment.**

8.1 Contractor uses Apple Authorized Service Providers and has sole discretion over selection and over use of these Apple Authorized Service Providers. Any Apple Authorized Service Providers used by Contractor are required to comply with all applicable federal and state laws and regulations.

8.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

9. **Data Disclosure.**
Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

10. **Survivability of Orders.**
In the event the term of any order or Professional/Technical Services work order placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the earlier of the Parties' fulfillment of their respective obligations, the term of that order expires, or the order is cancelled or terminated in accordance with the terms of this Contract.

11. **Insurance.**
If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit A.

12. **Taxes.**
State agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid directly to the Department of Revenue using a Direct Pay Authorization, unless otherwise instructed in the Contract. If orders are issued by CPV Members, the Contractor should confirm all of the tax requirements with the Ordering Entity. The Minnesota Direct Pay Authorization may be found at this link: https://osp.admin.mn.gov/sites/osp/files/pdf/directpaypermit.pdf.

13. **E-Verify Certification.**
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

14. **Diverse Spending Reporting.**
If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will submit their Tier 2 diverse spend reporting directly to the Minnesota Office of Equity in Procurement, and the requirement continues as long as the Contract is in effect.

15. **Federal Funds.**
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 in the Order any alternative or additional requirements related to the use of federal funds. Contractor will evaluate federal requirements associated with orders funded with federal funds on a transactional basis and may either provide its written acceptance to comply with the requirements and terms set forth therein or respond with its compliance with relevant federal requirements.

16. **Supply Chain Security.**
Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any. For the purposes of this Section, the term 'goods' means the Computer Equipment included under this Agreement. Computer Equipment means Desktops, Laptops, Tablets, including Related Peripherals & Services. The Parties agree that nothing contained in this section 24 (Supply Chain Security) includes commercial services (i.e. iTunes and iCloud offerings).

16.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet Contractor's security policies and procedures (hereinafter "supply chain security").

Contractor must maintain an information security program that contains substantive elements of various different Information Security frameworks and that as a whole is compliant with all applicable regulations, contractual, and legal requirements including PCI, SOX, WebTrust and various state and local regulations. As such, Contractor shall apply controls form several security frameworks such as NIST SP 800, ISO 27000, and SANS Top 20. Contractor's detailed security content can be found at the below sites.

General security information: https://www.Apple.com/support/security/

Privacy: http://www.apple.com/privacy/

iOS Security: https://www.apple.com/business/docs/iOS_Security_Guide.pdf

OS X Security: https://training.apple.com/pdf/psx_wp_security_108.pdf

16.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any material breach of supply chain security involving State goods pursuant to the requirements of this section. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

16.3 Return/Rejection of Goods. If the State in good faith suspects a supply chain security breach may have occurred, including evidence that packaging or goods were tampered with or damaged prior to receipt, the State may reject delivery of those goods and/or return any of those goods already delivered within five (5) days of receipt of a package demonstrating visible tampering and fifteen (15) days of receipt of any goods clearly demonstrating supply chain security breach.

The State may sanitize, replace, or compensate Contractor for removal of components of goods prior to returning the goods to Contractor, or may request that Contractor sanitize or destroy such components in accordance with Contractor's warranties and return policies.

Alternatively, if customer requests and Contractor agrees to provide custom sanitization or destruction services, Contractor may charge reasonable costs of such sanitization or destruction upon mutual agreement of the Parties. Such Contractor custom sanitization or destruction shall meet mutually agreed the requirements.

At no additional expense to the State, Contractor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

17. **Security and Data Protection.**
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. Additional information about Contractor's approach to security can be found at the below sites:

General security information: https://www.apple.com/support/security/

Privacy : http://www.apple.com/privacy/

Apple Platform Security: https://support.apple.com/guide/security/welcome/web

18. **No Mandatory Mediation or Arbitration**.
Voluntary dispute resolution procedures are valid to the extent allowed by law.

Minnesota Exhibit A, Supplement 1
Insurance Requirements

1. **Notice to Contractor.**

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

Contractor may self-insure, so long as Contractor maintains an audited net worth (Shareholders' Equity) of $100,000,000.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 he State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor

2. **Notice to Insurer.**

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. **Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums, self-insured retentions, and deductibles;

If Contractor is self-insured, documentation showing evidence of self-insurance must be provided;

3.4 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.5 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list___________________________________
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 **Network Security and Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

$2,000,000 per occurrence
$2,000,000 annual aggregate

Minnesota Exhibit A, Supplement 2
Sample Quote and Invoice

Attached is a sample invoice and quote. Contractor will use the sample quote and sample invoice, or quotes and invoices in a similar format, for all transactions under this Contract. Contractor reserves the right to modify the sample below at any time without notice, provided that such modification includes the requirements listed below:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price

Apple Inc. Government Price Quote

Customer:
[redacted]
MINNESOTA STATE SERVICES FOR THE BLIND
Email: [redacted]

Apple Inc:
David Leme
Email: dleme@apple.com

Apple Quote:
[redacted]

Quote Date:
[redacted]

Quote Valid Until:
[redacted]

Quote Comments:
Please reference Apple Quote number on your Purchase Order.
State of Minnesota NASPO Agreement
Apple Corporate Contract Number: [redacted]
NASPO Master Purchase Agreement: [redacted]
NASPO Participating Addendum Number: [redacted]

Item #	Details	Qty	Unit List Price	Extended List Price
1	**11-inch iPad Pro Wi-Fi 256GB - Space Gray** Part Number: MNXF3LL/A	1	$849.00	$849.00
2	**AppleCare+ for iPad Pro 11-inch (4th generation)** Part Number: SGFX2LL/A	1	$119.00	$119.00

Government List Price Total	**$968.00**
Additional Tax	$0.00
Estimated Tax	$0.00
Total Tax	$0.00
Extended Total Price*	**$968.00**

**In most cases Extended Total Price does not include Sales Tax*
**If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary*

Disclosure

This document has been created for you as Apple Quote ID [redacted].

Your institution's Authorized Purchaser may submit an order online at https://ecommerce.apple.com. Go to the Quote area of your Apple Online Store, click on it and convert to an order.

- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

This is a quote for the sale of products or services. Your use of this quote is subject to the following provisions which can change on subsequent quotes:

A. Any order that you place in response to this Quote will be governed by the purchase agreement between Apple Inc. ("Apple") and you or another entity under which you're authorized to purchase under, in effect at the time you place the order.

   - If you do not have a purchase agreement in effect with Apple, please contact contracts@apple.com.

B. All sales are final. Please review Return Policy below if you have any questions. If you use your institution's Purchase Order form to place an order in response to this Quote, Apple rejects any Terms set out on the Purchase Order that are inconsistent with or in addition to the Terms of the governing purchase agreement between the parties.

C. Your order must refer specifically to this quote and is subject to Apple's acceptance. All formal purchase orders submitted by email must show the information below:

   - Apple Inc. as the vendor
   - Bill-to name and address for your Apple account
   - Physical ship-to name and address (No P.O. Boxes)
   - Purchase order number
   - Valid signature of an authorized purchaser
   - Apple part number and/or description of product and quantity
   - Total dollar amount authorized or unit price and extended price on all line items
   - Contact information: name, phone number and email

D. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

Apple Inc.

DUPLICATE
INVOICE

PLEASE REMIT TO:
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877

Page	Customer Number	Invoice Number
1	[redacted]	[redacted]

Reference Date
07/31/23

Amount Due
968.00

Please Reference Apple's Invoice Number on Your Remittance

Sold To:

MINNESOTA
STATE SERVICES FOR THE BLIND
2200 UNIVERSITY AVE W STE 240
SAINT PAUL MN 55114-1840
USA

Ship To:

DEED STATE SERVICES FOR THE BLIND
[redacted]
2200 UNIVERSITY AVE W, # 240
SAINT PAUL MN 55114-1840
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
[redacted]	[redacted]	[redacted]	[redacted]	07/31/23	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
001	MNXF3LL/A	IPAD PRO 11 WIFI 256GB SPACE	1	1	849.00	849.00
PO Item 000010		SerialNo.: ([redacted])				
002	SGFX2LL/A	AC+ IPAD PRO 11 INCH (4TH GEN	1	1	119.00	119.00
		Web Order Number: [redacted]				

Questions? Call or email governmentSSO@apple.com

For Finished Goods Invoices Call: *Developer 800-793-9378 *Higher Education 800-800-2775 *Internal 800-793-9378 *K-12 800-800-2775 *Reseller 800-793-2378 *Apple Loan 800-APPLE-LN
For Service Invoices Call: 800-919-2775 For Apple Direct: *Higher Education Customer *K-12 Customer *Customer Phone/Internet 800-795-1000

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	FC	07/31/23	07/31/23	FED EX GRO	183099750-1

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.
PH HC

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Subtotal	968.00
Tax	0.00
Shipping Charges	
TOTAL USD	968.00