



AGREEMENT COVER PAGE

**PARTICIPATING ADDENDUM NUMBER DTI240024
COOPERATIVE CONTRACT NUMBER 23003
BETWEEN
STATE OF DELAWARE**

AND

APPLE INC.

COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

Department Primary Contact: Amy Miller, IT Procurement Officer

Service Owner: Jordan Schulties, Chief of Administration

Section: Office of Administration

Contractor Primary Contact: Tim Lim, Senior Contracts Negotiator

PARTICIPATING ADDENDUM NUMBER DTI240024
COOPERATIVE CONTRACT NUMBER 23003
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
Between
The State of Delaware
And
Apple Inc.

1. SCOPE

- a. This Participating Addendum is made between the State of Delaware, Department of Technology and Information (DTI or Participating Entity) and Apple Inc. (Contractor), to establish terms of the purchase of Computer Equipment: Desktops, Laptops, Tablets including related Peripherals & Services.
- b. Reserved
- c. Under Delaware Code, Title 29 §6933 and §6987, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of material or nonprofessional services or professional services with one or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- d. 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.
- e. Reserved.
- f. 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.

- g. 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.
- h. 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.
- i. 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.

2. CHANGES

a. Insurance Requirements

Contractor shall have the option to self-insure.

Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Participating Addendum, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. Contractor must carry the following coverage depending on the type of service or product being delivered.

- i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- ii. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- iii. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Contractor pursuant to this

Participating Addendum as well as all units used by Contractor, regardless of the identity of the registered owner, used by Contractor for completing the Work required by this Participating Addendum to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

- a. \$1,000,000 combined single limit each accident, for bodily injury;
 - b. \$250,000 for property damage to others;
 - c. \$25,000 per person per accident
- Uninsured/Underinsured Motorists coverage;

The Contractor must carry at least one of the following depending on the scope of work being performed.

- i. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Participating Addendum, the Certificate of Insurance, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Technology and Information
Participating Addendum Number: DTI240024-COMPUTER
801 Silver Lake Blvd
Dover, DE 19904

Nothing contained herein shall restrict or limit the Contractor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum.

To the extent that Contractor has complied with the terms of this Participating Addendum and has procured insurance coverage for all vehicles Leased and/or operated by Contractor as part of this Participating Addendum, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this Participating Addendum.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy shall be primary.

b. Electronic Catalog

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>

c. Severability

If any term or provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Participating Addendum, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

d. Permits and Licenses

All necessary permits, licenses, insurance policies required by applicable State or Federal laws, shall be provided by the Contractor at its own expense.

e. Reserved

f. State Of Delaware Business License

Prior to commence performance under this agreement, Contractor represent that they are properly licensed and authorized to transactbusiness in the State of Delaware as provided in 30 Del. C. § 2502.

g. Reserved

h. Reserved

i. Reserved

j. Required Documentation

i. Reserved

ii. Reports

A. Excluding all orders at an Apple Retail Store, Contractor agrees to provide a quarterly report on net sales of products and services under this Participating Addendum (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 DTIVendorServices at:

DTI_vendorservices@delaware.gov.

k. Reserved

l. Independent Contractors

The Contractor is an independent contractor to one another, and nothing herein shall be deemed to cause this Participating Addendum to create an agency, partnership, joint venture, or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers

compensation, unemployment, disability insurance, social security withholding and all other similar matters.

m. Contractor Personnel Are Not State Employees Unless and Until They Are Directly Hired

- i. Contractor agrees that any Contractor employee(s) provided to the State of Delaware pursuant to this Participating Addendum shall remain the employee(s) of Contractor for all purposes including any required compliance with the Affordable Care Act by the Contractor. Contractor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Participating Addendum must be provided any benefits, including any healthcare benefits by the State of Delaware and Contractor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Participating Addendum, Contractor agrees to hold harmless, indemnify, and defend the State for any liability that arises out of compliance with the ACA to the maximum extent of any liability to the State arising out of such determinations.
- ii. Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any Contractor employee(s) provided pursuant to this Participating Addendum, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate following the date of hire. Nothing herein shall be deemed to terminate the Contractor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Contractor will waive any separation fee provided an employee works for both the Contractor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the

agency. Notice can be issued at second month if it is the State's intention to hire.

n. Reserved

o. Fair Background Check Practices

Pursuant to 29 Del. C. § 6909B, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Contractors doing business with the State are encouraged to adopt fair background check practices. Contractors can refer to 19 Del. C. § 711(g) for applicable established provisions. Contractor Background Check Requirements

- i. If Contractor has access to state property or will come in contact with vulnerable populations, including children and youth, they shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>
- ii. Individuals that are listed in the registry shall be prevented from direct contact in the service of this Participating Addendum but may provide support or off-site premises service for contract contractors. Should an individual be identified, and the Contractor believes its employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the Participating Addendum. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.
- iii. Individual Purchase Orders may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Contractor shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Participating Addendum.

p. Ordering Procedure

Contractor is required to have a local telephone number within the (302) area code, a toll free (800) number. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the Contractor directly for all required resources. Each agency is responsible for placing their orders. Orders may be accomplished by written purchase order, telephone, or computer on-line systems. All Purchase Orders **must** include the State's contract number.

q. Quote Requirements

Contractor is required to respond to quote requests in a reasonable timeframe.

- i. Contractor must honor and guarantee all quotes for thirty (30) calendar days.
- ii. Contractor quotes must contain:
 - o Description - Full description of item
 - o Quantity – Item quantity requested
 - o Unit Price – Quoted cost per item
 - o Extended Price – Cost quoted for total quantity of items

r. Billing

- i. The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. Per Del. C. § 6516 (d)(4), the Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

s. Method of Payment

- i. The agencies or school districts using this Participating Addendum will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under this Participating Addendum. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or

maximum limits on any P-Card transaction under this Participating Addendum. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check.

t. Reserved

u. Reserved

v. Dispute Resolution

- i. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

- ii. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between

executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

- iii. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

w. Remedies

Except as otherwise provided in this Participating Addendum, including but not limited to Section x. above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Participating Addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

x. Termination for Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the Purchase Order, in whole or part, the Purchase Order can be terminated upon thirty (30) days written notice as to any obligation of the State requiring

the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such. If a Purchasing Entity terminates an applicable Purchase Order due to lack of funds availability, the Contractor shall be entitled to compensation for all goods ordered and Services performed as of the termination date.

y. Reserved

z. Reserved

aa. Rights and Obligations

The rights and obligations of each party to this Participating Addendum shall not be effective, and no party shall be bound by the term of this Participating Addendum, unless and until both parties execute this Participating Addendum.

bb. Reserved

cc. Reserved

dd. IRS 1075 Publication (If Applicable)

Contractor acknowledges that the State of Delaware has mandated that every contract must include this section 2.ff (IRS 1075 Publication). However, both Contractor and the State of Delaware agree that this section 2.ff is not applicable under this Participating Addendum and shall have no force or effect.

i. Performance

In performance of this Participating Addendum, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- A. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- B. The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- C. Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return

information) made available shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

- D. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- E. No work involving returns and return information furnished under this Participating Addendum will be subcontracted without prior written approval of the IRS.
- F. The Contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- G. The Agency will have the right to void this Participating Addendum if the Contractor fails to provide the safeguards described above.
- H. The Contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

ii. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages

against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited

by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Granting Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

iii. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this Participating Addendum for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

ee. Reserved

ff. Potential Contract Overlap

Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded that overlap this Participating Addendum.

gg. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of this Participating Addendum if deemed in the best interest of the State.

hh. Reserved

ii. Security

- i. Contractor agrees to comply with its own security requirements posted on <https://support.apple.com/guide/security/welcome/web> contain security capabilities defined therein, as amended. Contractor agrees that any changes made to the weblink will not materially degrade Contractor's security requirements.

jj. Tax Exemption

- i. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers, and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted. Such taxes shall not be included in prices quoted.

- ii. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor.

kk. Reserved

ll. Reserved

mm. Equipment Trade-in Program

- i. Trade-in program shall be executed under a separate agreement between Contractor and the Purchasing Entity.

nn. Leasing and Alternative Financing

- i. Leasing is allowed under this Participating Addendum if approved for use by the Participating Entity. The terms and conditions of the lease or financing arrangement will be separately negotiated and set forth in an agreement between the Purchasing Entity and either Contractor or its designated and/or approved financing partner.

oo. Services:

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

3. PRIMARY CONTACTS

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

Lead State

Contact: Elizabeth Randa
Address: Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 5155
Phone: 651-201-3122
Email: Elizabeth.Randa@state.mn.us

Contractor

Contact: Tim Lim, Senior Contracts Negotiator
Address: Apple, Inc.
One Apple Park Way, Mail Stop 39-3MAL
Cupertino, CA 95014, USA
Phone: 408-783-7379
Email: Tlim2@apple.com

Participating State: Delaware Department of Technology and Information

Contact: Amy Miller
Address: 801 Silver Lake Blvd
Dover, DE 19904
Phone: 302-739-9684
Email: DTI_Vendorservices@delaware.gov

4. CONTRACT NUMBER

The contract number for the State of Delaware is: DTI240024-COMPUTER. This Participating Addendum and the Master Agreement Number administered by the State of Minnesota, 23003, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof.

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

State of Delaware

By: Jordan Schulties
Name: Jordan Schulties
Title: Chief of Administration
Date: Feb 28, 2024

Contractor:

Apple Inc
By: Johnny Mendoza
Name: Johnny Mendoza
Title: Project Coordinator
Date: 2/27/24

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