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Master Agreement #: 23003

Contractor: APPLE, INC

Participating Entity: STATE OF SOUTH CAROLINA

Contract Number: 4400032565

<u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tim Lim, Senior Contracts Negotiator
Telephone:	408-783-7379
Email:	tlim2@apple.com

Participating Entity

Transporting Circles		
Name:	Yolanda Cohen, Procurement Manager II	
Address:	1201 Main St, Ste 600, Columbia SC 29201	
Telephone:	803-737-9854	
Email:	ycohen@mmo.sc.gov	

MASTER AGREEMENT TERMS AND CONDITIONS:

Scope: This addendum covers the Computer Equipment, Peripherals & Related Services
procurement led by the State of Minnesota (the "Lead State") for use by state agencies and other entities
located in the Participating State of South Carolina authorized by that State's statutes to utilize State
contracts with the prior approval of the State's Chief Procurement Official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

This addendum allows for purchase of the following Computer Equipment:

Band 2: Personal Computer Devices – Non-Windows Operating Systems

from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.



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The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

CONFIGURATION LIMITS. The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule ("PSS").

Changes to the configuration limits, if any, shall be specified in Section 4 of this Participating Addendum.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

ITEM	<u>CONFIGURATION</u>
Band Two	\$15,000
Peripherals	\$10,000
Services	Addressed in the Participating Addendum

^{*} Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

SC Exclusions from this Participation Addendum.

- Band 1: Personal Computing Devices Windows Operating Systems
- Band 3: Servers and Storage
- Cloud Services and Software as a Service (SaaS). Cloud Services including acquisitions structured as managed on-site services are not allowed
- General Consulting and Professional Services; notwithstanding the foregoing Services as defined in the NASPO Master Agreement are allowed under this Participating Addendum
- Wireless phone and internet service is not allowed
- Managed Print Services are not allowed
- Cellular Phone Equipment is not allowed
- 2. <u>Participation</u>: Use of specific NASPO ValuePoint cooperative contracts 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.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.



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Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this Participating Addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Service Agreement.

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.

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. To the extent that Customer requires the terms and conditions set forth in following sections, both Contractor and Customer agree that Contractor is not subject to any terms in these following sections that are not mandated by South Carolina law. The following changes are modifying or supplementing the Master Agreement terms and conditions:

 Deletions from Master Agreement: The following provisions of the Master Agreement do not form a part of the contract with the State of South Carolina or any of its public procurement units: ¶11. "Accessibility Standards" on page 28

4. Definitions:

"Authorized Agent" All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (S.C. Code Ann. § 11-35-2015)

"Authority" means the South Carolina State Fiscal Accountability Authority. (S.C. Code Ann. § 11-35-310(2))



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"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum. (S.C. Code Ann. § 11-35-310(26))

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"State" means the State of South Carolina and its Using Governmental Units. (S.C. Code Ann. § 11-35-310(34))

"You and Your" means Contractor.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

- 5. Authority as Procurement Agent: The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any purchases made as a result of this contract are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. (S.C. Code Ann. § 11-35-2015)
- 6. <u>South Carolina Prompt Payment Statute</u>: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).
- 7. 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 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.
- 8. SC Registered Distributor: Reserved
- 9. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
- 10. Choice of Law: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this Participating Addendum. Notwithstanding the foregoing, the terms and conditions of the Contractor's license agreement shall control any software licensing issues.



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The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. (S.C. Code Ann. § 11-35-2050)

- 11. Statewide Term Contract Acceptance of Offers 10% Below Price: Pursuant to Section 11-35-310(37), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the form found at this link: https://procurement.sc.gov/files/PurchaseOrderTenPercentFormApr2015.pdf
- 12. <u>Choice-of-Forum</u>: All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.
- 13. No Indemnity or Defense: Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. (S.C. Code Ann. § 11-35-2050)
- 14. <u>EFT Information:</u> The Contractor may furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT).
- 15. Payment: See Master Agreement Section 23 Exhibit A.
- Drug Free Work Place Certification: Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- Code of Conduct: Contractor agrees to comply with its Code of Conduct posted at https://www.apple.com/compliance/pdfs/Business-Conduct-Policy.pdf
- 18. <u>Publicity</u>: Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without prior notice to the State.
- 19. <u>Statewide Term Contract Contract Limitations</u>: Purchasing Entity shall not purchase under this contract any item or service that is not expressly included in the Scope. Purchasing Entity shall not purchase under this contract after expiration of this contract.
- 20. <u>Relationship of Using Governmental Units</u>: Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.
- 21. <u>Item Substitution</u>: No substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written notice from Contractor.



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22. Administrative Fee: Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to one (1%) percent of the total dollar amount (excluding sales taxes and adjusted for credits, returns or refunds) of catalog purchases made by any public procurement unit from Contractor pursuant to this contract.

(a) As used in this clause, the term "reporting period" means each Apple fiscal calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division Attn: Reports Manager 1201 Main Street, Suite 600 Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS as mutually agreed upon by both parties to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), and total number of units (if practicable). Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.



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- (c) PS or its authorized representatives shall be afforded access to contractor's records of applicable purchase orders and invoices in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract, consistent with paragraph 33 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (d)) and reimburse PS for all costs of the audit.
- (d) Payments of the fee which are due and intentionally unpaid by the Contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, Contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees, as determined reasonable by a court of competent jurisdiction.
- (e) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:
- (1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;
- (2) terminate this contract;
- (3) terminate the contractor's award of any other statewide term contract.
- (f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. Reports MUST reference the SC Participating number **4400032565** to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number. (S.C. Code Ann. § 11-35-4860(5))
- 23. Taxes: Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. (S.C. Code Ann. Title 12, Chapter 36)
- 24. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product available from Contractor under this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.



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- 25. <u>Term of Contract:</u> The term of this Participating Addendum shall begin on November 1, 2023. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.
- 26. Insurance: See Master Agreement Terms and Conditions, Exhibit A, Section 28

27. Order of Precedence:

- 1. A Participating Entity's Participating Addendum ("Participating Addendum"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement
- 2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. The solicitation language prevails unless a mutually agreed exception has been negotiated. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Contractor at any time are unenforceable. Except as otherwise provided in this Participating Addendum, no modification to this Participating Addendum will be binding unless in writing and signed by an authorized representative of each party.

- 28. <u>Assignment, Novation, And Change of Name, Identity, or Structure:</u> Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Participating Addendum, in whole or in part, without the prior written approval of State.
- 29. <u>Bankruptcy General: (a) Notice:</u> In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject.
- 30. <u>Survival of Obligations:</u> The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration.
- 31. Equal Opportunity: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-300.5(a), and 60-741.5(a), which are hereby incorporated by reference.
- 32. <u>Ethics Certificate:</u> Contractor certifies that the Contractor has and will comply with, and has not and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended ("Ethics Act"). The following statutes require special attention: Section 8-13-700, regarding use of official position for



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financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342; regarding restrictions on contributions by Contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

33. Indemnification

Master Agreement Terms and Conditions, Exhibit A, Section 34 Indemnification is hereby modified: (1) Section 34, first paragraph, subclause (ii) is hereby deleted in its entirety and replaced with the following: (ii) personal injury or tangible property damage suffered by such third party was caused by the Apple branded Products or Services acquired hereunder or by any negligent act or omission of Contract Vendor, its subcontractors, their employees, agents, or anyone for whose acts any of them may be liable. In such event; Contract Vendor shall hold Purchasing Entity harmless from all related damages, including settlement payments, attorneys' fees, costs, or expenses. Contract Vendor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other applicable employee benefit acts.

- 34. <u>Limitation of Liability:</u> Master Agreement Terms and Conditions, Exhibit A, Section 35. Limitation of Liability is hereby modified to add the following statement:
 - The Parties acknowledge that solely as it pertains to the State of South Carolina's Participating Addendum, the maximum limitation of liability under this Participating Addendum shall not exceed seven million five hundred U.S. dollars (\$7,500,000) in the aggregate.
- 35. Purchase Orders: Reserved.
- 36. <u>Termination For Convenience Indefinite Delivery / Indefinite Quantity Contracts:</u> Unless the termination so provides, a termination for convenience shall not operate to automatically terminate any purchase orders accepted prior to the effective date of termination.
- 37. <u>Termination for Convenience:</u> (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State, upon 60 days' notice, in writing, prior to the effective date of the termination. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. Any termination under this provision shall not affect the rights and obligations attending accepted orders at the time of termination.
- 38. Third Party Beneficiary: Reserved.



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- 39. <u>Waiver:</u> Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.
- 40. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 5 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by electronic notification or fax.

41. <u>Submission Of Participating Addendum To Naspo Valuepoint:</u> 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.

42. Entire Agreement:

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

43. Lease Agreements:

Local public procurement units that have the authority, may finance their purchase through a lease purchase agreement with Contractor or their designee. If financing is through a lease purchase agreement, that agreement is separate from this Addendum and between Contractor or their designee and the Participating Entity or Purchasing Entity.

Any/all State Agency leasing will be handled through the South Carolina Leasing Hardware State Term Contract. Contract information can be found at:

https://www.procurement.sc.gov/contracts/search?v=12294-9918-0-0

Lease & Purchasers Agreements:

State Agencies: State agencies will either Purchase or Lease under this Participating Addendum.
 Presidio Technology Capital, LLC is the only approved leasing source for the State of South



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Carolina & provides financing for this contract. No other lease/purchase agreements will be allowed under this Participation Addendum.

 No other lease/purchase agreement(s) will be allowed under this Participating Addendum unless a new contract is awarded.

Contractor

Contractor:	Presidio Technology Capital, LLC	
Name:	Pat Allen	
Address:	2 Sun Court	
	Norcross, GA 30092	
Telephone:	678-291-1957	
Email:	pallen@presidio.com	

Participating Entity

ITMO Leasing Contract Information:	Information Technology Management Office
Name:	Yolanda Cohen, Procurement Manager II
Address:	1201 Main St, Ste 600, Columbia SC 29201
Telephone:	803-737-9854
Email:	ycohen@mmo.sc.gov

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Josh Descoteaux
Telephone	(859) 551-0958
E-mail	jdescoteaux@naspo.org



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<u>Signatures</u>

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.

Participating Entity:	Contractor:
State of South Carolina	Apple Inc
Signature:	Signature:
Holanda Cohen	Johnny Mendoza
Name	Name:
Yolanda Cohen	Johnny Mendoza
Title:	Title:
Procurement Manager II	Project Coordinator
Date: 10/30/2023	Date: 10/27/2023

[Additional signatures may be added if required by the Participating Entity]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at cc@naspovlauepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.