

## PARTICIPATING ADDENDUM

### COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

#### MASTER PRICE AGREEMENT

Apple Computer, Inc.  
Contract Number A63306

#### State of Hawaii

**1. Scope**

All jurisdictions of the State of Hawaii and nonprofit organizations will be allowed to purchase products and services offered under the Master Price Agreement.

**2. Changes:**

This agreement shall be governed by the laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code.

**3. Primary Contact:**

The primary participating entity contact for this participating addendum is as follows:

**Name:** Donn Tsuruda-Kashiwabara, C.P.M.  
**Participating Entity Name:** State Procurement Office  
**Address:** 1151 Punchbowl Street, # 416  
**Telephone:** (808) 586-0565  
**Fax:** (808) 586-0570  
**E-mail:** donna.tsuruda-kashiwabara@hawaii.gov

The primary Contractor contact for contract-related issues pertaining to this participating addendum is as follows:

**Name:** Stephen Glaros  
**Contractor:** Apple Computer, Inc.  
**Address:** 1 Infinite Loop, M/S 38-2CM, Cupertino, CA 95014  
**Telephone:** 408.974.0756  
**Fax:** 408.974.4908  
**E-mail:** [sglaros@apple.com](mailto:sglaros@apple.com)

The primary Contractor sales contacts are as follows:

K12:

**Name:** Ken Tomi  
**Contractor:** Apple Computer, Inc.  
98-1277 Kaahumanu  
PMB - 449  
Aiea, HI 96701  
**Telephone:** 808.721.8893  
**Fax:** 408.974.5114  
**E-mail:** ktomi@apple.com

**Name:** Jennifer Jackson  
**Contractor:** Apple Computer, Inc.

Address: 12545 Riata Vista Circle, Mail Stop 198-3EIS, Austin, TX 78727  
Telephone: 512.674.6886  
Fax: 512.674.2992 or 512.674.2169  
E-mail: jjackson@apple.com

Higher Education:

Name: Jenny Vanderpool  
Contractor: Apple Computer, Inc.  
Address: 12545 Riata Vista Circle, Mail Stop 198-3EIS, Austin, TX 78727  
Telephone: 512.674.2802  
Fax: 512.674.2973  
E-mail: jenny@apple.com

State and Local Government:

Name: Michael Moore  
Contractor: Apple Computer, Inc.  
Address: 12545 Riata Vista Circle, Mail Stop 198-3ENT, Austin, TX 7  
Telephone: 512.674.2854  
Fax: 512.674.2084  
E-mail: mmoore@apple.com

**4. Servicing Subcontractors:**

The Contractor, at this time, will not be using subcontractors to provide any products or services.

**5. Limited Billing Service Account Terms.** Attached to this Addendum as Exhibit 1 are Apple's terms for allowing Eligible Purchasers to purchase service parts for Apple-branded hardware.

**The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.**

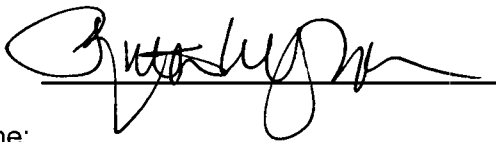
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

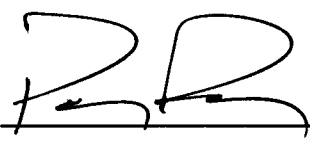
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**Signatures as required by State Statutes, Rules or Policies**

State of Hawaii  
State Procurement Office

Apple Computer, Inc.

By:   
Name: \_\_\_\_\_

By:   
Name: \_\_\_\_\_

Title: Procurement Administrator

Title: Preston Patton  
Senior Manager

Date: 8/17/05

Date: 7/5/05

**Exhibit 1**  
**Limited Billing Service Account Terms and Conditions**

**1. SCOPE.**

**A.** These Terms and Conditions shall apply to all quotations made. To the extent that Buyer places orders using purchase orders, electronic data interchange, or other communications that purport to impose different or additional terms, those communications shall be deemed only to be order placements and shall not constitute counteroffers to these Terms and Conditions. To the extent that Apple accepts orders Buyer places using such communications, Apple shall not be deemed as a result also to have accepted a counteroffer that subjects it to any different or additional terms set out in such communications.

**B.** Apple will provide Buyer a limited billing service account to use when placing service orders such as Customer Installable Parts ("CIPs") and mail-in or on-site repairs. Buyer may be asked to submit a purchase order when placing a service order. Buyer acknowledges that Apple does not provide service CIP or repair pricing on an authorized Apple price list; Apple will quote current pricing to Buyer prior to processing any purchase order, and Buyer will have the option to either accept or decline the quoted prices. In the event Buyer accepts the quoted pricing, Apple will process the purchase order under the terms of this Agreement; should Buyer decline the quoted prices, Apple will not process the purchase order.

**2. RESTRICTIONS.** Product(s) purchased (a) shall be for Buyer's own use in facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual and (b) shall not be purchased for export outside the United States, either directly or indirectly.

**3. REPAIR SERVICES PROVIDED BY APPLE.**

**A.** Repair service provided by Apple will be governed by these Terms and Conditions, except when service is covered by Apple's warranty or extended service contract, (including the AppleCare Protection Plan), in which case the terms of warranty or the extended service contract will govern the service. Apple will use new, used or refurbished parts. Apple will retain the replaced part that is exchanged under repair service as its property, and the replacement part will become the property of the Buyer. Replaced parts are generally repairable and are exchanged or repaired by Apple for value. If applicable law requires Apple to return a replaced part to the Buyer, Buyer agrees to pay Apple the additional cost of the replacement item.

**B.** Apple may charge a diagnostic fee including shipping charges, of up to \$100, plus applicable tax, if Apple inspects Buyer's product and determines based on the inspection that the product does not require repair service.

**C.** Apple warrants (1) that the repair will be performed in a workmanlike manner and (2) that all parts used in the repair will be free from defects in materials and workmanship for ninety (90) days from the date of the repair. The warranty on parts is an express limited warranty. If a defect arises in a replacement part during the ninety (90) day warranty period, at its option, Apple will (1) repair the part, using new, used or refurbished replacement parts, or (2) replace the part with a new, used or refurbished equivalent part, or (3) refund the fair market value of the part.

**4. DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY EXPRESS WARRANTY CONTAINED IN A DOCUMENT THAT ACCOMPANIES A PRODUCT OR PART, APPLE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ALL PRODUCTS, PARTS OR SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF APPLE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. Some states, provinces and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty on repair parts gives you specific legal rights, and you may also have other rights that vary by state, province or jurisdiction.