EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE COMPUTER, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Express Products List Purchase Agreement (hereinafter referred to as "EPL Agreement") is entered into by and between Apple Computer, Inc. (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State."

WHEREAS, Seller is an authorized dealer of certain information technology equipment; and

WHEREAS, the State desires to acquire an EPL Agreement containing the terms and conditions which will govern any orders placed by the Purchaser during the term of this EPL Agreement for information technology equipment and software ("Products") and installation and services from Seller that was listed in the published EPL as a result of Request for Proposals ("RFP") Number 3421;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this EPL Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect until January 31, 2006, or until all warranties provided by Seller to Purchaser have expired, whichever occurs last. At the end of the initial term, the EPL Agreement may, upon the written agreement of the parties, be renewed for additional one (1) year terms. Sixty (60) days prior to the expiration of the initial or any renewal term of this EPL Agreement, Seller shall notify ITS in writing of the impending expiration and thereafter ITS shall notify Seller of its intent to either renew or cancel the EPL Agreement.

ARTICLE 2 MODIFICATION OR RENEGOTIATION

This EPL Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the EPL Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this EPL Agreement necessary.

ARTICLE 3 INCLUDED PARTIES

Seller will accept orders from and furnish the Products and services under this EPL Agreement to any governmental agency or institution or other public entities within Mississippi authorized to use the published EPL, in line with ITS policies and procedures, at prices not to exceed those prices specified in the published EPL.

ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS

All provisions in this EPL Agreement are in addition to the requirements of RFP No. 3421 and the published EPL, which are both incorporated into and made a part of this EPL Agreement.

ARTICLE 5 ORDERS

5.1 The State does not guarantee that it will purchase any certain amount under this EPL Agreement.

5.2 When a Purchaser decides to procure any Products and/or services from Seller, the Purchaser shall execute a supplement/purchase order to be signed by Seller and an authorized representative of the Purchaser. The supplement/purchase order shall set forth the Products/services to be procured; the prices for same; any warranty period, and any additional terms and conditions agreed to by the parties. All supplements/purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this EPL Agreement. The terms and conditions of this EPL Agreement shall supersede any conflicting terms and conditions set forth in any supplement/purchase order provided by Seller.

5.3 Seller guarantees pricing for the term of this EPL. In the event there is a national price decrease of the Products proposed during that time, Seller agrees to extend the new, lower pricing to Purchaser.

ARTICLE 6 METHOD OF PAYMENT

6.1 Once the Products have been accepted by Purchaser as prescribed in Article 7 herein or there has been lack of notice to the contrary, Seller shall submit an invoice for the cost and shall certify that the billing is true and correct. Purchaser agrees to pay Seller in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the Purchaser within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Seller understands and agrees that Purchaser is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and the Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement".

6.2 If payment of undisputed amounts is not made to Seller within forty-five (45) days of Purchaser's receipt of the invoice, Purchaser shall be liable to Seller for interest at a rate of one and one-half percent (1 1/2 %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45)

day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

6.3 Acceptance by the Seller of the last payment from the Purchaser shall operate as a release of all claims for payment against the State by the Seller and any subcontractors or other persons supplying labor or materials used in the performance of any work under a supplement/purchase order.

ARTICLE 7 DELIVERY; RISK OF LOSS; INSTALLATION, AND ACCEPTANCE

7.1 Seller shall deliver the Products to the location specified by Purchaser and pursuant to the delivery schedule set forth by Purchaser.

7.2 Seller shall assume and shall bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof.

7.3 If installation by Seller is required, Seller shall complete installation of the Products pursuant to the requirements of the Purchaser based on the guidelines specified in RFP No. 3421. Seller acknowledges that installation shall be accomplished with minimal interruption of Purchaser's normal day to day operations.

7.4 If installation by Seller is required, Seller shall be responsible for installing all Products and materials in accordance with all state, federal and industry standards for such items.

7.5 If installation by Seller is required, Seller shall provide Purchaser with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties. Seller warrants that all Products shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Purchaser as the site is deemed ready for installation.

7.6 Seller shall be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, etc. caused by its personnel and operations during the installation, subject to final approval of Purchaser. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

7.7 Unless a different acceptance period is agreed upon by the Purchaser and Seller, Purchaser shall have a ten (10) working day testing period during which time Purchaser shall have the opportunity to evaluate and test the Products to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3421 and the published EPL. Purchaser may be deemed to have accepted the Product at the end of the ten (10) working day period, unless Purchaser notifies Seller that the product fails to perform as stated herein.

7.8 In the event the Product fails to perform as stated in Article 7.7 herein, Purchaser shall notify Seller. Unless a different period of time is agreed upon by the Seller and Purchaser, Seller shall,

within four (4) working days, correct the defects identified by Purchaser or replace the defective Product. If Seller neither corrects the defect nor replaces the defective product, Purchaser reserves the right to return the Product to Seller at the Seller's expense; to cancel the purchase order, and to cancel this EPL Agreement as to itself only.

ARTICLE 8 TITLE TO EQUIPMENT

Risk of loss to the Products will pass to Purchaser upon delivery, and title to the hardware Products provided under this EPL Agreement shall pass to Purchaser upon its acceptance of the hardware Product.

ARTICLE 9 WARRANTIES

9.1 Seller represents and warrants that it has the right to sell the hardware and license the software Products provided under this EPL Agreement.

9.2 Seller represents and warrants that Purchaser shall acquire good and clear title to the hardware Products purchased hereunder, free and clear of all liens and encumbrances.

9.3 Seller represents and warrants that unless otherwise specified in RFP No. 3421 and/or the published EPL, each Product delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" Product.

9.4 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the manufacturer/licensor of the Product.

9.5 Seller represents and warrants that all hardware Products provided pursuant to this EPL Agreement shall, for the warranty period specified in the supplement/purchase order or in the published EPL, be free from defects in material, manufacture, design and workmanship. Seller's obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the hardware Product, or the redoing of the faulty installation. In the event Seller can not repair or replace the hardware Product during the warranty period, Seller shall refund the purchase price of the hardware Product, and Purchaser shall have the right to cancel the purchase order and to terminate this EPL Agreement in whole or in part, solely as between those two parties. Purchaser's rights hereunder are in addition to any other rights Purchaser may have.

9.6 Seller represents and warrants that all Products provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3421 and the published EPL.

9.7 Seller represents and warrants that all software Products provided pursuant to this EPL Agreement shall, for the warranty period specified in the supplement/purchase order or in the published EPL, be free from material defects and provide Purchaser complete functionality necessary for the operation of the system. Seller's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the software Product at the expense of Seller. In the event Seller is unable to repair or replace the software Product, Purchaser shall be entitled to a full refund of the fees paid and shall have the right to cancel the

purchase order and to terminate this EPL Agreement in whole or in part, solely as between those two parties. Purchaser's rights hereunder are in addition to any other rights Purchaser may have.

9.8 Unless a different warranty period is specified in the published EPL, Seller represents and warrants, for a period of ninety (90) days from performance of the service, that all work hereunder, including but not limited to, consulting, training and technical support, has been performed in a good and workmanlike manner and consistent with generally accepted industry standards. For any breach of this warranty, Seller shall perform the services again, at no cost to Purchaser, or if Seller is unable to perform the services as warranted, Seller shall reimburse Purchaser the fees paid to Seller for the unsatisfactory services.

9.9 Seller represents and warrants that there is no disabling code or lockup program or device embedded in the Products provided to Purchaser. Seller further agrees that it will not, under any circumstances, take any step which would in any manner interfere with Purchaser's use of the Products and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code, lockup program or device.

9.10 Seller represents and warrants that there are no computer viruses contained in the Products delivered to Purchaser. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus, and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

ARTICLE 10 INFRINGEMENT INDEMNIFICATION

10.1 Seller represents and warrants that neither the Products, replacement parts, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Purchaser shall notify Seller promptly of any infringement claim of which it has knowledge, and shall cooperate with Seller in the defense of such claim, all at Seller's expense. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involve the Products provided under this EPL Agreement and shall pay all costs, settlements, legal fees, damages and judgment finally awarded against Purchaser. If, in any such suit arising from such claim, the continued use of the Products for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using the Products, or upon failing to procure such right; (b) replace or modify the Product so it becomes non-infringing, or upon failing to secure either such right, (c) refund to Purchaser the hardware purchase price or software license fees previously paid by Purchaser for the Products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

10.2 Seller shall have no obligation for infringement claims resulting directly from: (a) Seller's compliance with Purchaser's designs, specifications or instructions; (b) unauthorized Product modifications by Purchaser or a third party other than an authorized reseller for Seller, and (c) the use of the Product with Products not supplied by Seller.

ARTICLE 11 EMPLOYMENT STATUS

11.1 Seller shall, during the entire term of this EPL Agreement, be construed to be an independent contractor. Nothing in this EPL Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

11.2 Seller represents that it is qualified to perform the duties to be performed under this EPL Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this EPL Agreement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

11.3 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

ARTICLE 12 ASSIGNMENT AND SUBCONTRACTS

Neither party may assign, subcontract or otherwise transfer this EPL Agreement or its obligations hereunder.

ARTICLE 13 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Purchaser to proceed under this EPL Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of federal and/or state funds for the performances required under this EPL Agreement. If the funds anticipated for the fulfillment of this EPL Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this EPL Agreement, Purchaser shall have the right to immediately terminate this EPL Agreement as to itself only, without damage, penalty, cost or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this EPL Agreement. Any payment due Seller for services rendered by Seller prior to termination and received by Purchaser, shall be paid.

ARTICLE 14 TERMINATION

14.1 If Purchaser or Seller fails to comply with the terms and conditions of this EPL Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this EPL Agreement solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

14.2 ITS may terminate the EPL Agreement for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller, but any supplement/purchase order entered into prior to the termination date of the EPL Agreement shall survive termination of the EPL Agreement.

14.3 Purchaser may terminate this EPL Agreement as to itself only, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller.

14.4 Any payment due Seller for services rendered by Seller prior to termination and received by Purchaser, shall be paid.

ARTICLE 15 GOVERNING LAW

This EPL Agreement and each supplement/purchase order shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Seller.

ARTICLE 16 WAIVER

Failure of the Purchaser or Seller to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this EPL Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 17 SEVERABILITY

If any term or provision of this EPL Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this EPL Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 18 CAPTIONS

The captions or headings in this EPL Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this EPL Agreement.

ARTICLE 19 HOLD HARMLESS

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect and exonerate Purchaser, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Seller and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this EPL Agreement and the supplement/purchase order.

ARTICLE 20 THIRD PARTY ACTION NOTIFICATION

Each party shall give the other party prompt notice in writing of any action or suit filed, and prompt notice of any claim made against that party by any entity that may result in litigation related in any way to the supplement/purchase order or this EPL Agreement, and/or which may affect that party's performance under this EPL Agreement and the supplement/purchase order.

ARTICLE 21 AUTHORITY TO CONTRACT

Seller warrants that it is a validly organized business with valid authority to enter into this EPL Agreement; that entry into and performance under this EPL Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this EPL Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this EPL Agreement.

ARTICLE 22 NOTICE

Any notice required or permitted to be given under this EPL Agreement shall be in writing and may be sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 23 RECORD RETENTION AND ACCESS TO RECORDS

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this EPL Agreement and the supplement/purchase order. The Purchaser, ITS, any State or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to any of the Seller's books, documents, papers and/or records that are pertinent to this EPL Agreement to make audits, examinations, excerpts and transcriptions at the Seller's office where such records are kept during Seller's normal business hours. All records relating to this EPL Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this EPL Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal

action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 24 INSURANCE

Seller represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Seller's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage.

ARTICLE 25 DISPUTES

Any dispute concerning a question of fact under this EPL Agreement which is not disposed of by agreement of the Seller and Purchaser, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this EPL Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 26 COMPLIANCE WITH LAWS

Seller shall comply with, and all activities under the supplement/purchase order and this EPL Agreement shall be subject to, all Purchaser policies and procedures, all applicable federal, State of Mississippi, and local laws and regulations. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this EPL Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 27 CONFLICT OF INTEREST

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to cancel the purchase order and to terminate this EPL Agreement as to itself only.

ARTICLE 28 SOVEREIGN IMMUNITY

By entering into this EPL Agreement with Seller, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 29 CONFIDENTIAL INFORMATION

29.1 Seller shall treat all Purchaser data and information to which it has access by its performance under the supplement/purchase order and this EPL Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the

termination or completion of the supplement/purchase order or this EPL Agreement and shall continue in full force and effect and shall be binding upon the Seller and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the supplement/purchase order or this EPL Agreement on behalf of, or under the rights of the Seller following any termination or completion of the supplement/purchase order or this EPL Agreement.

29.2 Purchaser shall treat all documents it receives from the Seller that are marked "Confidential" by the Seller as confidential and proprietary and shall not disclose such documents to a third party without Seller's specific written consent. In the event that the Purchaser receives notice that a third party requests divulgence of such confidential information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the Purchaser shall promptly inform the Seller and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law.

ARTICLE 30 EFFECT OF SIGNATURE

Each person signing this EPL Agreement represents that he or she has read the EPL Agreement in its entirety, understands its terms, is duly authorized to execute this EPL Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this EPL Agreement shall not be construed or interpreted in favor of or against the State or the Seller on the basis of draftsmanship or preparation hereof.

ARTICLE 31 SERVICES

When ordered by Purchaser, Seller agrees to provide consulting, training and technical support services pursuant to the requirements set forth in RFP No. 3421 and the published EPL.

ARTICLE 32 SURVIVAL

Articles 9; 10; 15; 19; 23; 28; 29, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this EPL Agreement.

ARTICLE 33 DEBARMENT AND SUSPENSION CERTIFICATION

Seller certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction;

violation of federal or state anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 34 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Seller's liability as to a Purchaser shall not exceed three (3) times the value of the supplement/purchase order between Purchaser and Seller. In no event will Seller be liable to a Purchaser for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Seller was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this liability limitation are claims related to fraud; bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Seller. The limitation of liability language contained herein will apply to a Purchaser to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Seller is precluded from relying on any contractual damages limitation language within this article where the Seller acts fraudulently or in bad faith.

ARTICLE 35 NETWORK SECURITY

35.1 Seller and Purchaser understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Seller and Purchaser agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Seller agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on Seller's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require Seller to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 36 ENTIRE AGREEMENT

36.1 This EPL Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any conflicting negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Seller-furnished software, or "browse-wrap" license presented in connection with a purchase via the Internet. The published EPL; the actual purchase order and any mutually agreed upon supplementary terms and conditions; RFP No. 3421, and Seller's Proposal submitted in response to RFP No. 3421 are hereby incorporated into and made a part of this EPL Agreement as far as the individual Purchaser is concerned.

36.2 The EPL Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. The Exception Summary as agreed to by ITS and Seller;
B. This EPL Agreement signed by both parties, and all attachments;
C. The published EPL;
D. RFP No. 3421, including all addendums;
E. Official written correspondence from ITS to Sellers;
F. Official written correspondence from Seller to ITS when clarifying Seller's proposal;
G. Seller's Proposal, as accepted by ITS, in response to RFP No. 3421, and
H. The actual supplement/purchase order, or additional contract between Purchaser and Seller if required.

36.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. The Exception Summary") and the lowest document is listed last ("H. actual supplement/purchase order, or additional contract between Purchaser and Seller").

For the faithful performance of the terms of this EPL Agreement, the parties have caused this EPL Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of Information Technology Services	**Apple Computer, Inc.**
By: David L. Litchliter **Authorized Signature**	**By:** [illegible] **Authorized Signature**
Printed Name: **David L. Litchliter**	**Printed Name:** Stephen Olavs
Title: **Executive Director**	**Title:** Sr. Contracts Program Mgr
Date: 2/1/2005	**Date:** 1/28/05

AMENDMENT # 1 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE COMPUTER, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005, (hereinafter referred to as "Agreement") between Apple Computer, Inc. (hereafter referred to as "Seller") and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS") as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 1 mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Article 1, "Term of Agreement," shall be and hereby is amended so as to renew the Agreement for one (1) additional year with the new end date being January 31, 2007.

2) For purposes of and during the term of this Amendment No. 1, all references in the Purchase Agreement to "RFP No. 3421" shall be and hereby are amended to be "RFP No. 3466".

3) Articles 8 and 34 in the Agreement shall be and hereby are deleted and replaced with the following articles:

"ARTICLE 8 TITLE TO EQUIPMENT
Risk of loss to the Products will pass to Purchaser upon delivery, and title to the hardware Products provided under this EPL Agreement shall pass to Purchaser upon delivery of same to Purchaser's specified location.

ARTICLE 34 LIABILITY ISSUES
Unless jointly agreed otherwise in writing, Seller's liability as to a Purchaser shall not exceed two (2) times the value of the supplement/purchase order between Purchaser and Seller. In no event will Seller be liable to a Purchaser for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Seller was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this liability limitation are claims related to fraud; bad faith; infringement issues; bodily injury;

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death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Seller. The limitation of liability language contained herein will apply to a Purchaser to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Seller is precluded from relying on any contractual damages limitation language within this article where the Seller acts fraudulently or in bad faith."

All other terms and conditions of the Agreement executed on February 1, 2005 shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

By: David L. Litchliter
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 1/31/2006

Apple Computer, Inc.

By: Vonda Smith
Authorized Signature

Printed Name: VONDA Smith

Title: Education Contracts Mgr

Date: 1/27/06

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AMENDMENT # 2 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE COMPUTER, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 2") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005, and amended on January 31, 2006 (hereinafter referred to as "Agreement"), between Apple Computer, Inc., a California corporation having its principal place of business at 1 Infinite Loop MS 38-4 CM, Cupertino, California 95014 (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (hereinafter referred to as "EPL") (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 2, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Article 1, "Term of Agreement," shall be and hereby is amended so as to renew this Agreement for one (1) additional year with the new end date being January 31, 2008.

2) For purposes of and during the term of this Amendment Number 2, all references in this Agreement to "RFP No. 3421" and "RFP No. 3466" shall be and hereby are amended to be "RFP No. 3506."

All other terms and conditions of the Agreement executed on February 1, 2005, and amended on January 31, 2006, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

By: David L. Litchliter
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 1-29-07

Apple Computer, Inc.

By: _____
Authorized Signature

Printed Name: Preston Patton

Title: Senior Manager

Date: 1/16/07

AMENDMENT # 3 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 3") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006 and January 29, 2007 (hereinafter referred to as "EPL Agreement"), between Apple Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 3, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

1) Article 1, "Term of Agreement," shall be and hereby is amended so as to renew the EPL Agreement for one (1) additional year with the new end date being the close of business on January 31, 2009.

2) For purposes of and during the term of this Amendment Number 3, all references in the EPL Agreement to "RFP No. 3421" or "RFP No. 3466" or "RFP No. 3506" under which Seller has been awarded, shall be and hereby are amended to be "RFP No. 3536."

All other terms and conditions of the EPL Agreement executed on February 1, 2005 and amended on January 31, 2006 and January 29, 2007, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of agencies and institutions of the State of Mississippi

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 1/31/08

Apple Inc.

By: _____
Authorized Signature

Printed Name: Michael Talott

Title: Education Contracts Manager

Date: 1/31/08

AMENDMENT # 4 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 4") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, and January 31, 2008 (hereinafter referred to as "EPL Agreement"), between Apple Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 4, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

1) Article 1, "Term of Agreement," shall be and hereby is amended so as to renew the EPL Agreement for one (1) additional year with the new end date being the close of business on January 31, 2010.

2) For purposes of and during the term of this Amendment Number 4, all references in the EPL Agreement to "RFP No. 3421" or "RFP No. 3466" or "RFP No. 3506" or "RFP No. 3536" under which Seller has been awarded, shall be and hereby are amended to be "RFP No. 3576."

3) A new Article 37 shall be and hereby is added to the Agreement titled "Mississippi Employment Protection Act" and shall read as follows: "Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being

made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

All other terms and conditions of the EPL Agreement executed on February 1, 2005 and amended on January 31, 2006 and January 29, 2007 and January 31, 2008, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of agencies and institutions of the State of Mississippi

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 1-13-09

Apple Inc.

By: _____
Authorized Signature

Printed Name: Michael Taloff

Title: Education Contracts Manager

Date: 1/9/09

AMENDMENT # 5 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 5") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, and January 13, 2009 (hereinafter referred to as "EPL Agreement"), between Apple, Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 5, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

1) Article 1, "Term of Agreement", shall be and hereby is amended so as to renew the EPL Agreement for one (1) additional year with the new end date being the close of business on April 1, 2010.

2) For purposes of and during the term of this Amendment Number 5, all references in the EPL Agreement to "RFP No. 3421" or "RFP No. 3466" or "RFP No. 3506" or "RFP No. 3536" or "RFP No. 3576" under which Seller has been awarded, shall be and hereby are amended to be "RFP No. 3616."

All other terms and conditions of the Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, and January 13, 2009, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 1-28-10

Apple, Inc.

By: _____
Authorized Signature

Printed Name: Stephen Olaros

Title: Sr. Mgr, Contracts

Date: 1/28/10

AMENDMENT # 6 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 6") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, and January 31, 2009 (hereinafter collectively referred to as "EPL Agreement"), between Apple Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, Purchaser and Seller, by entering into this Amendment Number 6, mutually agree that the following provision shall be added to the EPL Agreement:
1) 9.11 Seller understands and agrees that some, all or none of the purchases made under the EPL Agreement may be funded by the American Recovery and Reinvestment Act of 2009 ("ARRA") and, as such, represents and warrants that for any ARRA purchases that are identified as such to Seller at the time of purchase order issuance, Seller will comply, if applicable, with the requirements of ARRA, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference and will maintain adequate records to verify its full compliance with those requirements.

All other terms and conditions of the EPL Agreement shall remain unmodified and in full force and effect. This Amendment Number 6 is effective as of February 18, 2010.

AGREED TO AND ACCEPTED BY:
State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

SIGNATURE: David L. Litchliter
PRINT NAME: David L Litchliter
TITLE: Executive Director
DATE: 2/22/10

AGREED TO AND ACCEPTED BY:
Apple Inc.

SIGNATURE:
PRINT NAME: Stephen Glavos
TITLE: Sr. Mgr. Contracts
DEPT: Sales Contracts Management
DATE: 2/19/10

EXHIBIT A
APPLE EXPRESS PRODUCTS LIST PURCHASE AGREEMENT

Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient* agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first tier recipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

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*As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multiState, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: [*Award official to list applicable excepted materials or indicate "none"*]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—
(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
(3) A United StatesEuropean Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—
(1) Is wholly the growth, product, or manufacture of a designated country; or
(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—
(1) Is wholly the growth, product, or manufacture of the United States; or
(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multiState, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—
(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of $7,443,000 or more.
(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.
(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:
[*Award official to list applicable excepted materials or indicate "none"*]
(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i)The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
or
(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*
(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—
(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/ or manufactured goods cited in accordance with paragraph (b)(4) of this section.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount,

redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the DavisBacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard DavisBacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard DavisBacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of DavisBacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176210, if applicable:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 ''Uniform Administrative Requirements for Grants and Agreements'' and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, ''Audits of States, Local Governments, and NonProfit Organizations,'' recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix ''ARRA'' in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

(1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009.

Section 1153 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Required Provision Noting Authority of Inspector General in of Section 1515(a) of the American Recovery and Reinvestment Act of 2009

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Required Provision to Comply with NEPA and NHPA

Construction, Renovation, and Remodeling Projects Only

ARRA funded projects may be required to comply with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes. If the ARRA program from which funds are to be expended requires such language, then NEPA and NHPA requirements may need to be included in contracts or sub-grants. Such language would be dependent on federal oversight agency guidance as well as from the following: http://nepa.gov/nepa/regs/CEQ_1609_NEPA_Guidance_03-12.pdf (NEPA only)

Requirement to Acknowledge Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Requirement Regarding Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Requirement to Comply With All Other ARRA Requirements

The contractor will comply with any other requirements of ARRA, upon notification by this entity.

Requirement to Comply with E-Verification Provision of Section 71-11-3 of the Mississippi Code of 1972, as amended

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (§71-11-3 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following:

(a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(b) the loss of any license, permit, certification, or other document granted to contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both.

(c)In the event of such termination/cancellation, contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

AMENDMENT # 7 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 7") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, January 13, 2009, January 28, 2010, and February 22, 2010 (hereinafter referred to as "EPL Agreement"), between Apple, Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 7, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

1) Article 1, "Term of Agreement", shall be and hereby is amended so as to renew the EPL Agreement, with the new end date being the close of business on January 31, 2011.

2) For purposes of and during the term of this Amendment Number 7, all references in the EPL Agreement to "RFP No. 3421" or "RFP No. 3466" or "RFP No. 3506" or "RFP No. 3536" or "RFP No. 3576" under which Seller has been awarded, shall be and hereby are amended to be "RFP No. 3616."

All other terms and conditions of the Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, January 13, 2009, January 28, 2010, and February 22, 2010, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 3/30/10

Apple, Inc.

By: _____
Authorized Signature

Printed Name: Stephen Glanos

Title: Sr. Mgr. Contracts

Date: 3/24/10

AMENDMENT # 8 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 8") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, January 13, 2009, January 28, 2010, February 22, 2010 and March 30, 2010 (hereinafter referred to as "EPL Agreement"), between Apple, Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 8, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

1) Article 1, "Term of Agreement", shall be and hereby is amended so as to renew the EPL Agreement, with the new end date being the close of business on January 31, 2012.

2) For purposes of and during the term of this Amendment Number 8, all references in the EPL Agreement to "RFP No. 3421" or "RFP No. 3466" or "RFP No. 3506" or "RFP No. 3536" or "RFP No. 3576" or "RFP No. 3616" under which Seller has been awarded, shall be and hereby are amended to be "RFP No. 3644."

All other terms and conditions of the Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, January 13, 2009, January 28, 2010, February 22, 2010 and March 30, 2010, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

By: David L. Litchliter
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 1/31/11

Apple, Inc.

By: Kimberlee Madsen
Authorized Signature

Printed Name: Kimberlee Madsen

Title: Sr. Contracts Program Manager

Date: 1/27/11

AMENDMENT # 9 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
APPLE INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document (hereinafter referred to as "Amendment Number 9") shall serve to amend the original Express Products List Purchase Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, January 13, 2009, January 28, 2010, February 22, 2010, March 30, 2010, and January 31, 2011 (hereinafter collectively referred to as "EPL Agreement"), between Apple Inc., (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions and other public entities of the State of Mississippi authorized to use the Express Products List (EPL) (hereinafter referred to as "Purchaser").

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 9, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

1) Article 1, "Term of Agreement" shall be and hereby is amended so as to renew the EPL Agreement, with the new end date being the close of business on January 31, 2013.

2) For purposes of and during the term of this Amendment Number 9, all references in the EPL Agreement to "RFP No. 3421" or "RFP No. 3466" or "RFP No. 3506" or "RFP No. 3536" or "RFP No. 3576" or "RFP No. 3616" or "RFP No. 3644" under which Seller has been awarded, shall be and hereby are amended effective February 1, 2012, to be "RFP No. 3670."

3) A new Article 38 shall be and hereby is added to the EPL Agreement titled "Proprietary Rights" and shall read as follows: "The Purchaser acknowledges that Products often contain not only hardware but also software, including but not limited to operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. The Purchaser, as an end user, is licensed to use any software accompanying such Products, subject to the terms of the license provided with the software accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States."

All other terms and conditions of the EPL Agreement executed on February 1, 2005 and amended on January 31, 2006, January 29, 2007, January 31, 2008, January 13, 2009, January 28, 2010, February 22, 2010, March 30, 2010, and January 31, 2011 shall remain unmodified and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies & institutions of the State of Mississippi

By: David L. Litchliter
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: 6/29/11

Apple, Inc.

By: _____
Authorized Signature

Printed Name: Dee Murray

Title: Mgr., EDU Contracts

Date: 6/24/2011