

P R O P O S A L



Apple Computer Products, Services,
and Related Items
Bid Number P-13-18/19



Submitted By
Apple Inc.
September 27, 2018



September 25, 2013

Glendale Unified School District
Procurement Contract Services
Christine Ward
223 North Jackson Street
Glendale, CA 91206

Dear Ms. Ward,

Thank you for the opportunity to respond to Glendale's Bid Number P-13-18/19 for Apple Computer Products, Services and Related Items. Apple's response is attached.

Apple has engaged with educators for over 40 years to explore and enhance the experience of teaching and learning. We care deeply about the needs of educators, and we are passionate about building technology that inspires curiosity. Throughout our entire range of products—from powerful and engaging devices to solutions for accessing, authoring, and sharing content—we have kept the needs of our education customers in mind. This enables us to provide a personalized learning environment that supports creativity, collaboration, innovation, and critical thinking as a means to transform the way teachers teach and the way students learn. We look forward to integrating this transformative environment into your classrooms and beyond.

Please send bids and award notices to:

Apple Inc.
Bids Management
12545 Riata Vista Circle, MS 581-BID
Austin, TX 78727
Fax 512-532-0866
bids@apple.com

Please contact me with any questions about Apple's bid response.

Sincerely,

A handwritten signature in blue ink that reads "Karen Darr Greene".

Karen Darr Greene
Sr. Project Manager
Apple Inc.
512-674-8754
bids@apple.com



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Completed Bid Forms

The following completed forms are included in this section of Apple's response.

- Bid Form (1)
- Bid Form (2)
- Piggyback Clause Form (3)
- Deviations Form (4)
- Non-Collusion Declaration (5)
- Reference List

BID FORM

Bid Number: **P-13-18/19 – Apple Computer Products, Services, and Related Items**
Closing Date: **September 27, 2018**
Time: **2:00 PM**

Please fill out the price for each item listed in the specifications of this bid to the right of the item.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. Bid is subject to cash discount of N/A % N/A days.

Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

Please sign and date this page:

Vendor Name: Apple Inc. Date: 9/25/2018
Authorized Agent (Signature): * Vanessa Boenig
Authorized Agent (Print): Vanessa Boenig Phone: 800-800-2775
Authorized Agent (Title): Manager, Austin Contracts
Street Address: 12454 Riata Vista Circle, MS 581-BID
City, State, Zip Code: Austin, TX 78727
Fax Number: 512-532-0866 (Bids Team) E-Mail: bids@apple.com

**as amended by Apple's bid response*

P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

BID FORM - continued

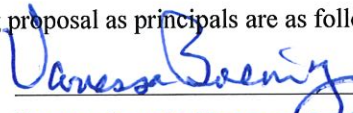
Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

Closing Date and Time – September 27, 2018, 2:00 PM

TO: Glendale Unified School District, acting by and through its Governing Board, herein called “District”:

1. Pursuant to, and in compliance with your Notice for Bids and the other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the contract documents, specifications, addendum, and all other related documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and the work required in connection with Bid Number P-13-18/19 all in ~~strict~~ conformity with the specifications and other contract documents, *including all noted addenda numbers _____, _____, _____, _____ on file in the office of the Administrator, Business Services for the District.
2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the **Notice of Bid.** *
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract Agreement in the form attached hereto in accordance with the bid as accepted **as soon as commercially reasonable** ~~within five (5) days~~ after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District’s Notice to the Vendor to Proceed, and shall be completed by the Vendor in the time specified in the contract documents.
4. The names of all persons interested in the foregoing proposal as principals are as follows:

Apple Inc.



Vanessa Boenig, Manager, Apple Austin Contracts

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

*** as amended by Apple's bid response**

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

PIGGYBACK CLAUSE FORM

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, or lease-purchase, the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Glendale Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted KG _____ (Please initial)

Piggyback option not granted _____

Exclusions:

Specifications and/or bid sheets are attached.

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Manager of Apple Austin Contracts, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/25/2018 [date], at Austin [city], Texas [state].


Signature

Vanessa Boenig, Manager, Apple Austin Contracts
Print Name

**to the best of my present knowledge and belief*

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

Reference List

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

Vendor Name: Apple Inc.

Owner: <i>Mater Dei High School</i>
Contact: <i>Lewis Francis</i>
Phone number: <i>714-850-9569</i>
Description of Goods or Services:

Mater Dei HS has been a 1 to 1 iPad school for 7 years and an Apple Distinguished School since 2011. Currently, the students are equipped with 10.5" iPad Pros while the Faculty are provided with the 12.5" Pro model with Smart Keyboards and Apple Pencils.

Owner: <i>Encinitas Union School District</i>
Contact: <i>Glen Warren</i>
Phone number: <i>760-944-4300 x 1188</i>
Description of Goods or Services:

Encinitas Union School District believes in the true equitable personalization of learning for all students through Purpose, Passion, Power, and Play. Their commitment to student centered, student empowered learning lead us years ago to the continual deployment of EUSD's 1 to 1 iPad program for all students.

Owner: <i>Escondido Union School District</i>
Contact: <i>Kathy Shirley</i>
Phone number: <i>760-432-2187</i>
Description of Goods or Services:

Escondido Union HSD is in the process of implementing a systemic 1:1 iPad program. Currently, students in grades 3-6 have a district-leased iPad. By the year 2020, all students in grades K-8 will have a district-leased iPad.

Owner: <i>Long Beach Unified School District</i>
Contact: <i>Jaime Gorospe</i>
Phone number: <i>562-663-3024</i>
Description of Goods or Services:

Long Beach USD purchases iPads, iMacs and other Apple peripherals and Services for over 80 school sites and multiple Educational and Business Support Departments.

Owner: <i>Downey Unified School District</i>
Contact: <i>Chris Nezza</i>
Phone number: <i>562-469-6901</i>
Description of Goods or Services:

Downey USD annually purchases between 1500 – 2000 devices from Apple to support teachers and students in their 21st Century Learning Communities initiative. These devices include MacBooks, iPads, iMacs, and accessories. Downey USD also purchases Enterprise Support, AppleCare and occasional software implementation support. Our team at Apple has been and continues to be a valuable partner helping Downey Unified achieve its vision of having all students graduate with a 21st Century education that ensures they are college and career ready, globally competitive and citizens of strong character.



Completed Pricing Forms

Please fill out the prices below.

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.

Please refer to the link below for Apple's Price List:

<https://apple.com/education/store>

Part Number	Description	Qty.	Price
iMac			
MMQA2LL/A	iMac 21.5"/2.3GHz dual-core Intel Core i5/8GB/1TB hard drive/Intel Iris Plus Graphics 640 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNDY2LL/A	iMac 21.5" 4K/3.0GHz quad-core Intel Core i5/8GB/1TB hard drive/Radeon Pro 555 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNE02LL/A	iMac 21.5" 4K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/Radeon Pro 560 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNE92LL/A	iMac 27" 5K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/Radeon Pro 570 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNEA2LL/A	iMac 27" 5K/3.5GHz quad-core Intel Core i5/8GB/1TB Fusion drive/Radeon Pro 575 w/Apple Magic Keyboard & Apple Magic Mouse 2	1	
MNED2LL/A	iMac 27" 5K/3.8GHz quad-core Intel Core i5/8GB/2TB Fusion drive/Radeon Pro 580 w/Apple Magic Keyboard & Apple Magic Mouse 2	1	
BMP22LL/A	BNDL iMac 21.5"/2.3GHz dual-core Intel Core i5/8GB/1TB hard drive/Intel IPG 640 with AppleCare+ for Mac	1	
BMPQ2LL/A	BNDL iMac 21.5" 4K/3.0GHz quad-core Intel Core i5/8GB/1TB hard drive/RP 555 with AppleCare+ for Mac	1	
BMPR2LL/A	BNDL iMac 21.5" 4K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/RP 560 with AppleCare+ for Mac	1	
BMP52LL/A	BNDL iMac 27" 5K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/RP 570 with AppleCare+ for Mac	1	
BMP72LL/A	BNDL iMac 27" 5K/3.5GHz quad-core Intel Core i5/8GB/1TB Fusion drive/RP 575 with AppleCare+ for Mac	1	
BMPU2LL/A	BNDL iMac 27" 5K/3.8GHz quad-core Intel Core i5/8GB/2TB Fusion drive/RP 580 with AppleCare+ for Mac	1	
iMac Pro			
MQ2Y2LL/A	27-inch iMac Pro 5K/3.2GHz 8-core Intel Xeon W/32GB/1TB SSD/RP Vega 56 w/Magic Keyboard with Numeric Keypad (SG) & Magic Mouse 2 (SG)	1	
BN182LL/A	BNDL 27-inch iMac Pro 5K/3.2GHz 8-core Intel Xeon W/32GB/1TB SSD/RP Vega 56 with AppleCare+ for Mac	1	
Mac mini			
MGEM2LL/A	Mac mini/1.4GHZ/4GB/500GB hard drive	1	
MGEN2LL/A	Mac mini/2.6GHZ/8GB/1TB hard drive	1	
MGEQ2LL/A	Mac mini/2.8GHZ/8GB/1TB Fusion Drive	1	
BMT22LL/A	BNDL Mac mini/1.4GHZ/4GB/500GB hard drive with AppleCare+ for Mac	1	
BMT42LL/A	BNDL Mac mini/2.6GHZ/8GB/1TB hard drive with AppleCare+ for Mac	1	
BMT62LL/A	BNDL Mac mini/2.8GHZ/8GB/1TB Fusion Drive with AppleCare+ for Mac	1	
Mac Pro			
MD878LL/A	Mac Pro 3.5 6-Core Intel Xeon E5/16GB/256GBFLASH/Dual AMD FirePro D500	1	
MQGG2LL/A	Mac Pro 3.0GHz 8-Core Intel Xeon E5/16GB/256GBFLASH/Dual AMD FirePro D700	1	
MacBook			
MNYH2LL/A	MacBook Silver 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYJ2LL/A	MacBook Silver 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
MNYF2LL/A	MacBook Space Gray 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYG2LL/A	MacBook Space Gray 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
MNYK2LL/A	MacBook Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYL2LL/A	MacBook Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
MNYM2LL/A	MacBook Rose Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYN2LL/A	MacBook Rose Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
BMP42LL/A	BNDL MacBook Silver 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash with AppleCare+ for Mac	1	
BMP82LL/A	BNDL MacBook Silver 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BMP32LL/A	BNDL MacBook Space Gray 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash w/ AppleCare+ for Mac	1	
BMP72LL/A	BNDL MacBook Space Gray 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash w/ AppleCare+ for Mac	1	
BMP52LL/A	BNDL MacBook Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash with AppleCare+ for Mac	1	
BMP92LL/A	BNDL MacBook Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BMP62LL/A	BNDL MacBook Rose Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash with AppleCare+ for Mac	1	
BMPA2LL/A	BNDL MacBook Rose Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
MacBook Air			
MQD32LL/A	MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash	1	
MQD42LL/A	MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash	1	
BMN22LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash with AppleCare+ for Mac	1	
BMN42LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BMT22LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash-5PK	1	
BMT42LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash-5PK	1	
BMS22LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash-5PK with AppleCare+ for Mac	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.
Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
BMP22LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash-5PK with AppleCare+ for Mac	1	
MacBook Pro			
MacBook Pro with Retina display (featuring two Thunderbolt 3 (USB-C) ports, and USB-C Power Adapter)			
MPXR2LL/A	MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/128GB Flash	1	
MPXQ2LL/A	MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/128GB Flash	1	
MPXU2LL/A	MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/256GB Flash	1	
MPXT2LL/A	MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/256GB Flash	1	
BMPC2LL/A	BNDL MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/128GB Flash with AppleCare+ for Mac	1	
BMPB2LL/A	BNDL MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/128GB Flash with AppleCare+ for Mac	1	
BMPE2LL/A	BNDL MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BMPD2LL/A	BNDL MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
MacBook Pro with Retina display with Touch Bar and Touch ID (featuring four Thunderbolt 3 (USB-C) ports, and USB-C Power Adapter)			
MR9U2LL/A	MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/256GB Flash	1	
MR9Q2LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/256GB Flash	1	
MR9V2LL/A	MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/512GB Flash	1	
MR9R2LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/512GB Flash	1	
MR962LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash	1	
MR932LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash	1	
MR972LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash	1	
MR942LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash	1	
BNCW2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BNCQ2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BNCV2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BNCX2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BND02LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Silver 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash with AppleCare+ for Mac	1	
BNCZ2LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Space Gray 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash with AppleCare+ for Mac	1	
BND22LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Silver 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash with AppleCare+ for Mac	1	
BND12LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Space Gray 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash with AppleCare+ for Mac	1	
iPad (6th generation)			
iPad - Wi-Fi			
MR7F2LL/A	iPad Wi-Fi 32GB - Space Gray	1	
MR7J2LL/A	iPad Wi-Fi 128GB - Space Gray	1	
MR7G2LL/A	iPad Wi-Fi 32GB - Silver	1	
MR7K2LL/A	iPad Wi-Fi 128GB - Silver	1	
MRJN2LL/A	iPad Wi-Fi 32GB - Gold	1	
MRJP2LL/A	iPad Wi-Fi 128GB - Gold	1	
iPad - Wi-Fi + Cellular (Apple SIM included)			
MR6Y2LL/A	iPad Wi-Fi + Cellular for Apple SIM 32GB - Space Gray	1	
MR7C2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	1	
MR7O2LL/A	iPad Wi-Fi + Cellular for Apple SIM 32GB - Silver	1	
MR7D2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Silver	1	
MARM2LL/A	iPad Wi-Fi + Cellular for Apple SIM 32GB - Gold	1	
MARM82LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Gold	1	
iPad - 10-packs Wi-Fi Only			
BN3U2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack)	1	
BN4D2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BN4Z2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack) with 3-Year AppleCare+	1	
BN3V2LL/A	iPad Wi-Fi 128GB - Space Gray (10-pack)	1	
BN3W2LL/A	iPad Wi-Fi 128GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BN582LL/A	iPad Wi-Fi 128GB - Space Gray (10-pack) with 3-Year AppleCare+	1	
BN3X2LL/A	iPad Wi-Fi 32GB - Silver (10-pack)	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.

Please refer to the link below for Apple's Price List:

<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
BN4G2LL/A	iPad Wi-Fi 32GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN522LL/A	iPad Wi-Fi 32GB - Silver (10-pack) with 3-Year AppleCare+	1	
BN462LL/A	iPad Wi-Fi 128GB - Silver (10-pack)	1	
BN4T2LL/A	iPad Wi-Fi 128GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN5B2LL/A	iPad Wi-Fi 128GB - Silver (10-pack) with 3-Year AppleCare+	1	
BN402LL/A	iPad Wi-Fi 32GB - Gold (10-pack)	1	
BN4L2LL/A	iPad Wi-Fi 32GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN552LL/A	iPad Wi-Fi 32GB - Gold (10-pack) with 3-Year AppleCare+	1	
BN492LL/A	iPad Wi-Fi 128GB - Gold (10-pack)	1	
BN4W2LL/A	iPad Wi-Fi 128GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN5F2LL/A	iPad Wi-Fi 128GB - Gold (10-pack) with 3-Year AppleCare+	1	
iPad mini 4			
MK9N2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray	1	
MK9P2LL/A	iPad mini 4 Wi-Fi 128GB - Silver	1	
MK9Q2LL/A	iPad mini 4 Wi-Fi 128GB - Gold	1	
iPad mini 4 - Wi-Fi + Cellular (Apple SIM included)			
MK8D2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	1	
MK8E2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Silver	1	
MK8F2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Gold	1	
iPad mini 4 - 10-packs Wi-Fi Only			
BM9H2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray (10-pack)	1	
BM9J2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BM9K2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray (10-pack) with 3-year AppleCare+	1	
BM9L2LL/A	iPad mini 4 Wi-Fi 128GB - Silver (10-pack)	1	
BM6U2LL/A	iPad mini 4 Wi-Fi 128GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN732LL/A	iPad mini 4 Wi-Fi 128GB - Silver (10-pack) with 3-year AppleCare+	1	
BM9P2LL/A	iPad mini 4 Wi-Fi 128GB - Gold (10-pack)	1	
BN6X2LL/A	iPad mini 4 Wi-Fi 128GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN762LL/A	iPad mini 4 Wi-Fi 128GB - Gold (10-pack) with 3-year AppleCare+	1	
iPad Pro (10.5-inch)			
10.5-inch iPad Pro Wi-Fi			
MQDT2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray	1	
MQDW2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver	1	
MQDX2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold	1	
MQDY2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold	1	
MPDY2LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Space Gray	1	
MPF02LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Silver	1	
MPF12LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Gold	1	
MPF22LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Rose Gold	1	
MPGH2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Space Gray	1	
MPGJ2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Silver	1	
MPGK2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Gold	1	
MPGL2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Rose Gold	1	
10.5-inch iPad Pro - Wi-Fi + Cellular (Apple SIM embedded)			
MQEY2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Space Gray	1	
MQF02LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Silver	1	
MQF12LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Gold	1	
MQF22LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Rose Gold	1	
MPH02LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	1	
MPHH2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	1	
MPHJ2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple. Please refer to the link below for Apple's Price List:

<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MPHK2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Rose Gold	1	
MPME2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Space Gray	1	
MPMF2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Silver	1	
MPMG2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Gold	1	
MPMH2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Rose Gold	1	
10.5-inch iPad Pro - 10-packs Wi-Fi Only			
BMMX2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray (10-pack)	1	
BN7L2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BN7Z2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray (10-pack) with 3-Year AppleCare+	1	
BMN02LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver (10-pack)	1	
BN7Q2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN822LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver (10-pack) with 3-Year AppleCare+	1	
BMN32LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold (10-pack)	1	
BN7T2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN852LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold (10-pack) with 3-Year AppleCare+	1	
BMN62LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold (10-pack)	1	
BN7W2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold (10-pack) with 2-Year AppleCare+	1	
BN882LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold (10-pack) with 3-Year AppleCare+	1	
iPad Pro (12.9-inch) (2nd generation)			
12.9-inch iPad Pro Wi-Fi			
MQDA2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray	1	
MC2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver	1	
MC2D2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold	1	
MP6G2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Space Gray	1	
MP6H2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Silver	1	
MP6J2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Gold	1	
MPKY2LL/A	12.9-inch iPad Pro Wi-Fi 512GB - Space Gray	1	
MPL02LL/A	12.9-inch iPad Pro Wi-Fi 512GB - Silver	1	
MPL12LL/A	12.9-inch iPad Pro Wi-Fi 512GB - Gold	1	
12.9-inch iPad Pro - Wi-Fi + Cellular (Apple SIM embedded)			
MQED2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Space Gray	1	
MQEE2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Silver	1	
MQEF2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Gold	1	
MPA42LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	1	
MPA52LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	1	
MPA62LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	1	
MPLJ2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 512GB - Space Gray	1	
MPLK2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 512GB - Silver	1	
MPLL2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 512GB - Gold	1	
12.9-inch iPad Pro - 5-packs Wi-Fi Only			
BMM42LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray (5-pack)	1	
BN8S2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray (5-pack) with 2-Year AppleCare+	1	
BN912LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray (5-pack) with 3-year AppleCare+	1	
BMSW2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver (5-pack)	1	
BN8V2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver (5-pack) with 2-Year AppleCare+	1	
BN942LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver (5-pack) with 3-year AppleCare+	1	
BMMA2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold (5-pack)	1	
BN8Y2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold (5-pack) with 2-Year AppleCare+	1	
BN952LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold (5-pack) with 3-year AppleCare+	1	
iPod			
iPod touch			

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.
 Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MKHV2LL/A	iPod touch 32GB Blue	1	
MKHT2LL/A	iPod touch 32GB Gold	1	
MKHQ2LL/A	iPod touch 32GB Pink	1	
MKHX2LL/A	iPod touch 32GB Silver	1	
MKJ02LL/A	iPod touch 32GB Space Gray	1	
MKWP2LL/A	iPod touch 128GB Blue	1	
MKWM2LL/A	iPod touch 128GB Gold	1	
MKWK2LL/A	iPod touch 128GB Pink	1	
MKWR2LL/A	iPod touch 128GB Silver	1	
MKWU2LL/A	iPod touch 128GB Space Gray	1	
Apple TV			
Apple TV			
MR912LL/A	Apple TV (4th generation) 32GB	1	
MQD22LL/A	Apple TV 4K 32GB	1	
MP7P2LL/A	Apple TV 4K 64GB	1	
MLFQ2AM/A	Remote Loop (for Apple TV 4th generation)	1	
MQGD2LL/A	Siri Remote	1	
Beats			
Beats Earphones			
MLYE2LL/A	BeatsX Earphones - Black	1	
MLYG2LL/A	BeatsX Earphones - Blue	1	
MLYJ2LL/A	BeatsX Earphones - Grey	1	
MLYK2LL/A	BeatsX Earphones - Matte Gold	1	
MR3J2LL/A	BeatsX Earphones - Matte Silver	1	
MRQA2LL/A	BeatsX Earphones - The Beats Decade Collection - Defiant Black-Red	1	
MLYF2LL/A	BeatsX Earphones - White	1	
MRET2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Blue	1	
MREQ2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Indigo	1	
MRER2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Magenta	1	
MREW2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Violet	1	
ML8V2LL/A	Powerbeats3 Wireless Earphones - Black	1	
MRQ92LL/A	Powerbeats3 Wireless Earphones - The Beats Decade Collection - Defiant Black-Red	1	
ML8W2LL/A	Powerbeats3 Wireless Earphones - White	1	
MQFU2LL/A	urBeats3 Earphones with 3.5mm Plug - Black	1	
MQFW2LL/A	urBeats3 Earphones with 3.5mm Plug - Blue	1	
MQFX2LL/A	urBeats3 Earphones with 3.5mm Plug - Gray	1	
MRTU2LL/A	urBeats3 Earphones with 3.5mm Plug - The Beats Decade Collection - Defiant Black-Red	1	
MQFV2LL/A	urBeats3 Earphones with 3.5mm Plug - White	1	
MQHY2LL/A	urBeats3 Earphones with Lightning Connector - Black	1	
MR2H2LL/A	urBeats3 Earphones with Lightning Connector - Matte Gold	1	
MR2F2LL/A	urBeats3 Earphones with Lightning Connector - Matte Silver	1	
MRXX2LL/A	urBeats3 Earphones with Lightning Connector - The Beats Decade Collection - Defiant Black-Red	1	
Beats Headphones			
ML992LL/A	Beats EP On-Ear Headphones - Black	1	
ML9D2LL/A	Beats EP On-Ear Headphones - Blue	1	
ML9C2LL/A	Beats EP On-Ear Headphones - Red	1	
ML9A2LL/A	Beats EP On-Ear Headphones - White	1	
MHA22AM/B	Beats Pro Over-Ear Headphones - Black	1	
MH92LL/A	Beats Solo3 Wireless On-Ear Headphones - (PRODUCT)RED	1	
MRRH2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Blue	1	
MRRF2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Indigo	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.
 Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MRRG2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Magenta	1	
MRRJ2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Violet	1	
MP582LL/A	Beats Solo3 Wireless On-Ear Headphones - Black	1	
MNEN2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss Black	1	
MNEP2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss White	1	
MNER2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gold	1	
MR3Y2LL/A	Beats Solo3 Wireless On-Ear Headphones - Matte Gold	1	
MR3T2LL/A	Beats Solo3 Wireless On-Ear Headphones - Matte Silver	1	
MPXH2LL/A	Beats Solo3 Wireless On-Ear Headphones - Neighborhood Collection - Asphalt Gray	1	
MNET2LL/A	Beats Solo3 Wireless On-Ear Headphones - Rose Gold	1	
MNEQ2LL/A	Beats Solo3 Wireless On-Ear Headphones - Silver	1	
MRQC2LL/A	Beats Solo3 Wireless On-Ear Headphones - The Beats Decade Collection - Defiant Black-Red	1	
MQCY2LL/A	Beats Studio3 Wireless Over-Ear Headphones - Blue	1	
MQS62LL/A	Beats Studio3 Wireless Over-Ear Headphones - Matte Black	1	
MQD02LL/A	Beats Studio3 Wireless Over-Ear Headphones - Red	1	
MQUF2LL/A	Beats Studio3 Wireless Over-Ear Headphones - Shadow Gray	1	
MRQ82LL/A	Beats Studio3 Wireless Over-Ear Headphones - The Beats Decade Collection - Defiant Black-Red	1	
MQ572LL/A	Beats Studio3 Wireless Over-Ear Headphones - White	1	
MQUG2LL/A	Beats Studio3 Wireless Over-Ear Headphones - Porcelain Rose	1	
Beats Speakers			
ML4Q2LL/A	Beats Pill+ Portable Speaker - (PRODUCT)RED	1	
ML4M2LL/A	Beats Pill+ Speaker - Black	1	
ML4W2LL/A	Beats Pill+ Speaker - White	1	
Beats Accessories			
MHE12G/A	Beats Audio Cable	1	
MHDV2G/A	Beats RemoteTalk Cable	1	
Input Devices - Keyboard			
MLA22AC/A	Magic Keyboard - Arabic	1	
MLA22B/A	Magic Keyboard - British English	1	
MLA22EQ/A	Magic Keyboard - Chinese - Traditional Chinese (Cangjie & Zhuyin)	1	
MLA22LCA	Magic Keyboard - Chinese (PinYin)	1	
MLA22DK/A	Magic Keyboard - Danish	1	
MLA22N/A	Magic Keyboard - Dutch	1	
MLA22FC/A	Magic Keyboard - French	1	
MLA22D/A	Magic Keyboard - German	1	
MLA22T/A	Magic Keyboard - Italian	1	
MLA22J/A	Magic Keyboard - Japanese	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple. Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MLA22KU/A	Magic Keyboard - Korean	1	
MLA22H/A	Magic Keyboard - Norwegian	1	
MLA22PO/A	Magic Keyboard - Portuguese	1	
MLA22RU/A	Magic Keyboard - Russian	1	
MLA22E/A	Magic Keyboard - Spanish	1	
MLA22S/A	Magic Keyboard - Swedish	1	
MLA22SM/A	Magic Keyboard - Swiss	1	
MLA22LL/A	Magic Keyboard - US English	1	
MQ052AC/A	Magic Keyboard with Numeric Keypad - Arabic - Silver	1	
MQ052B/A	Magic Keyboard with Numeric Keypad - British English - Silver	1	
MQ052LC/A	Magic Keyboard with Numeric Keypad - Chinese (PinYin) - Silver	1	
MQ052DK/A	Magic Keyboard with Numeric Keypad - Danish - Silver	1	
MQ052FC/A	Magic Keyboard with Numeric Keypad - French - Silver	1	
MQ052D/A	Magic Keyboard with Numeric Keypad - German - Silver	1	
MQ052T/A	Magic Keyboard with Numeric Keypad - Italian - Silver	1	
MQ052J/A	Magic Keyboard with Numeric Keypad - Japanese - Silver	1	
MQ052KU/A	Magic Keyboard with Numeric Keypad - Korean - Silver	1	
MQ052PO/A	Magic Keyboard with Numeric Keypad - Portuguese - Silver	1	
MQ052RS/A	Magic Keyboard with Numeric Keypad - Russian - Silver	1	
MQ052E/A	Magic Keyboard with Numeric Keypad - Spanish - Silver	1	
MQ052SM/A	Magic Keyboard with Numeric Keypad - Swiss - Silver	1	
MQ052EQ/A	Magic Keyboard with Numeric Keypad - Traditional Chinese (Cangjie & Zhuyin) - Silver	1	
MRMH2LL/A	Magic Keyboard with Numeric Keypad - US English - Silver	1	
MRMH2AC/A	Magic Keyboard with Numeric Keypad - Arabic - Space Gray	1	
MRMH2B/A	Magic Keyboard with Numeric Keypad - British English - Space Gray	1	
MRMH2LC/A	Magic Keyboard with Numeric Keypad - Chinese (PinYin) - Space Gray	1	
MRMH2DK/A	Magic Keyboard with Numeric Keypad - Danish - Space Gray	1	
MRMH2FC/A	Magic Keyboard with Numeric Keypad - French - Space Gray	1	
MRMH2D/A	Magic Keyboard with Numeric Keypad - German - Space Gray	1	
MRMH2T/A	Magic Keyboard with Numeric Keypad - Italian - Space Gray	1	
MRMH2J/A	Magic Keyboard with Numeric Keypad - Japanese - Space Gray	1	
MRMH2KU/A	Magic Keyboard with Numeric Keypad - Korean - Space Gray	1	
MRMH2PO/A	Magic Keyboard with Numeric Keypad - Portuguese - Space Gray	1	
MRMH2RS/A	Magic Keyboard with Numeric Keypad - Russian - Space Gray	1	
MRMH2E/A	Magic Keyboard with Numeric Keypad - Spanish - Space Gray	1	
MRMH2SM/A	Magic Keyboard with Numeric Keypad - Swiss - Space Gray	1	
MRMH2EQ/A	Magic Keyboard with Numeric Keypad - Traditional Chinese (Cangjie & Zhuyin) - Space Gray	1	
MRMH2LL/A	Magic Keyboard with Numeric Keypad - US English - Space Gray	1	
Input Devices - iOS			
MR552ZM/A	Apple Pencil Case - (PRODUCT)RED	1	
MQ0X2ZM/A	Apple Pencil Case - Black	1	
MRFN2ZM/A	Apple Pencil Case - Electric Blue	1	
MQ0W2ZM/A	Apple Pencil Case - Midnight Blue	1	
MQ0V2ZM/A	Apple Pencil Case - Saddle Brown	1	
MRFP2ZM/A	Apple Pencil Case - Soft Pink	1	
MK0C2AM/A	Apple Pencil	1	
MLUN2AM/A	Apple Pencil Tips - 4 Pack	1	
MR9P2LL/A	Beddit 3 Sleep Monitor	1	
MR9P2LL/A	Smart Keyboard for 10.5-inch iPad Pro - Arabic	1	
MR9P2LL/A	Smart Keyboard for 10.5-inch iPad Pro - British English	1	
MPTL2LC/A	Smart Keyboard for 10.5-inch iPad Pro - Chinese (Pinyin)	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple. Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MPTL2DK/A	Smart Keyboard for 10.5-inch iPad Pro - Danish	1	
MPTL2F/A	Smart Keyboard for 10.5-inch iPad Pro - French	1	
MPTL2D/A	Smart Keyboard for 10.5-inch iPad Pro - German	1	
MPTL2T/A	Smart Keyboard for 10.5-inch iPad Pro - Italian	1	
MPTL2J/A	Smart Keyboard for 10.5-inch iPad Pro - Japanese	1	
MPTL2KU/A	Smart Keyboard for 10.5-inch iPad Pro - Korean (US/JP)	1	
MPTL2PO/A	Smart Keyboard for 10.5-inch iPad Pro - Portuguese	1	
MPTL2RS/A	Smart Keyboard for 10.5-inch iPad Pro - Russian	1	
MPTL2E/A	Smart Keyboard for 10.5-inch iPad Pro - Spanish	1	
MPTL2SM/A	Smart Keyboard for 10.5-inch iPad Pro - Swiss	1	
MPTL2EQ/A	Smart Keyboard for 10.5-inch iPad Pro - Traditional Chinese (Cangjie & Zhuyin)	1	
MPTL2LL/A	Smart Keyboard for 10.5-inch iPad Pro - US English	1	
MNKT2AB/A	Smart Keyboard for 12.9-inch iPad Pro - Arabic	1	
MNKT2B/A	Smart Keyboard for 12.9-inch iPad Pro - British English	1	
MNKT2LC/A	Smart Keyboard for 12.9-inch iPad Pro - Chinese (Pinyin)	1	
MNKT2DK/A	Smart Keyboard for 12.9-inch iPad Pro - Danish	1	
MNKT2F/A	Smart Keyboard for 12.9-inch iPad Pro - French	1	
MNKT2D/A	Smart Keyboard for 12.9-inch iPad Pro - German	1	
MNKT2T/A	Smart Keyboard for 12.9-inch iPad Pro - Italian	1	
MNKT2J/A	Smart Keyboard for 12.9-inch iPad Pro - Japanese	1	
MNKT2KU/A	Smart Keyboard for 12.9-inch iPad Pro - Korean	1	
MNKT2PO/A	Smart Keyboard for 12.9-inch iPad Pro - Portuguese	1	
MNKT2RS/A	Smart Keyboard for 12.9-inch iPad Pro - Russian	1	
MNKT2E/A	Smart Keyboard for 12.9-inch iPad Pro - Spanish	1	
MNKT2SF/A	Smart Keyboard for 12.9-inch iPad Pro - Swiss	1	
MNKT2EQ/A	Smart Keyboard for 12.9-inch iPad Pro - Traditional Chinese (Cangjie & Zhuyin)	1	
MJYR2LL/A	Smart Keyboard for 12.9-inch iPad Pro - US English	1	
Input Devices - Mac			
MLA02LL/A	Apple Magic Mouse 2 - Silver	1	
MRME2LL/A	Magic Mouse 2 - Space Gray	1	
MJ2R2LL/A	Apple Magic Trackpad 2 - Silver	1	
MRFM2LL/A	Apple Magic Trackpad 2 - Space Gray	1	
MM4T2AM/A	Apple Remote	1	
iOS Device Accessories			
MD836LL/A	Apple 12W USB Power Adapter	1	
MA591G/C	Apple 30-pin to USB Cable	1	
MC552AM/B	Apple 30-pin to VGA Adapter	1	
MD810LL/A	Apple 5W USB Power Adapter	1	
MC748AM/A	Apple Composite AV Cable (30-pin)	1	
MA854G/A	Apple iPhone TTY Adapter	1	
MNN62AM/A	iPhone Lightning Dock - Black	1	
MQHX2AM/A	iPhone Lightning Dock - Gold	1	
ML8J2AM/A	iPhone Lightning Dock - Silver	1	
ML8H2AM/A	iPhone Lightning Dock - Space Gray	1	
MGRM2AM/A	iPhone Lightning Dock - White	1	
MMX62AM/A	Lightning to 3.5 mm Headphone Jack Adapter	1	
MD826AM/A	Lightning to Digital AV Adapter	1	
MD820AM/A	Lightning to Micro USB Adapter	1	
MD821AM/A	Lightning to SD Card Camera Reader	1	
MD822AM/A	Lightning to USB 3 Camera Adapter	1	
ME291AM/A	Lightning to USB Cable (0.5 m)	1	



Terms and Conditions Summary

Glendale Unified School District ("District") Bid for Products, Services, and Related Items ("RFP")

For the purposes of Apple Inc.'s ("**Apple**") response to this RFP, "**Proposal**" shall mean the entirety of Apple's response to the RFP including all exhibits and attachments.

Apple's failure to explicitly take exception to any terms in the RFP shall not be construed as Apple's acceptance of the RFP or any terms therein.

Apple agrees to furnish products and services to District in accordance with the terms and conditions of the documents listed below. In the event of a conflict or inconsistency among the following documents, the following order of precedence shall apply:

1. Education/State & Local Government Purchase Agreement ("EDU/SLG");
2. Apple Professional Services Agreement ("PSA");
3. this Terms and Conditions Summary, including Exceptions and Clarifications;
4. and RFP.

For the avoidance of doubt, the terms and conditions of the RFP as modified by Apple's Proposal shall not replace, amend or otherwise modify any of the terms and conditions of the EDU/SLG and/or PSA.

An award of the RFP by District to Apple and/or submission of a purchase order by District shall constitute the full and binding acceptance of the EDU/SLG, PSA, and this Terms and Conditions Summary. Any other terms or conditions set forth in a purchase order issued by District in connection herewith are hereby rejected by Apple and shall have no force or effect.

Apple's Proposal is valid for sixty (60) days from the date of submission. Please note that all products sold by Apple are subject to availability. Apple reserves the right to accept or decline any order, in whole or in part.



Exceptions and Clarifications

Words/phrases in **bold** are to be added; those ~~stricken through~~ are to be deleted.

Provision: Page 6, 8. Cancellation For Insufficient Or Non-Appropriated Funds. The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

Response: Apple accepts this provision with the requirement that Glendale USD shall promptly notify Apple of insufficient funds as soon as practical in order to minimize work done and/or services provided for which there is no funding.

Provision: Page 7, 9. Required Delivery Dates (ROD). Actual delivery of the equipment or services shall be coordinated with the District. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Bid all items F. O. B., Destination.

Response: Apple accepts this provision provided the following change is made: Actual delivery of the equipment or services shall be coordinated with the District. Upon award of bid, supplier **to the best of its ability** shall keep sufficient stocks of product and service material to insure prompt delivery and services schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Bid all items F. O. B. ~~Destination.~~ **Origin.**

Provision: Page 8, 21. Technology Clause. As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

Response: Apple accepts this provision with the following assumption: In addition to functionally similar or identical products, any new product categories shall also be available for purchase as soon as they are listed on the then current authorized Apple Price List.



Additional Contractual Documents

- Education/State and Local Government Purchase Agreement
- Apple Professional Services Agreement
- Piggyback Consent Form



Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"**Agreement**" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"**Apple Product**" or "**Apple Products**" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"**Apple Confidential Information**" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"**Configure-To-Order Product**" or "**CTO Product**" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"**Customer Confidential Information**" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"**Effective Date**" means the date upon which an authorized representative of Apple signs this Agreement.

"**Limited Warranty**" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"**Line of Credit**" means a line of credit established for Customer by Apple in its sole discretion.

"**Party**" means either Apple or Customer and "**Parties**" means both of them.

"**Products**" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"**Services**" mean, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to



processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off

(statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality



4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third

party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL,



INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software

Customer 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. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 Term Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until October 15, 2019 ("Initial Term"). This Agreement may be renewed for four (4) successive one-year periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the

Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement

Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-60PS
Cupertino, California 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple

Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.



11.4 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

11.5 Entire Agreement

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military

authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

11.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.



Customer

Apple Inc.

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

PRINT TITLE:

PRINT TITLE:

DATE:

DATE:

DEPARTMENT:



Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Party" means either Apple or Customer and "Parties" means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance

Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services

Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer.

3. Compensation

3.1 Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.



3.2 Payment

Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services

Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related



settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein

During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until the following April 30 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause

Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.

11.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.



12. General

12.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.

12.8 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.



12.10 Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations

Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer	Apple Inc.
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DEPT: _____
	EFFECTIVE DATE: _____



Exhibit A Customer Statement of Work (Sample)

Apple Inc. ("Apple") and _____ ("Customer") have entered into a Professional Services Agreement ("Agreement"). Apple and Customer agree that Apple will provide Services as described in this Statement of Work in accordance with the terms set forth in the Agreement. This Statement of Work is effective when signed by Customer and Apple.

I. Introduction:

Project name:

Project number:

Title/Name of SOW:

SOW ID Number:

SOW Effective Date/Start Date:

Business Owners:

- Apple Account Executive:
- Apple Systems Engineer:
- Apple Professional Services Manager:

Bill To Address:

Deliver To Address:

Project Manager(s):

- Apple Project Manager:
- Customer Project Manager:

Project Objective: Project Objective is a short statement condensing the scope of the project, its schedule and resource(s) to be used.

II. Project Description/Description of Services

A. Scope of Statement of Work:

General description of what the project will and will not include.

B. Term of Statement of Work:

Estimated Start Date: [Enter date] Estimated Completion Date: [Enter date]

III. Development and Implementation Approach

A. Basic Approach:

Methodology or strategy by which an engagement/project will be executed. If the SOW covers multiple releases of functionality, that will be outlined here.

B. Summary of Services Components and Deliverables:

Service Components	Deliverables
Example: 4 hours of instructional service	Example: A 4 hour workshop for School X Content Creators and IS Staff

C. Project Schedule/Major Milestones:

D. Project Organization:

High-level description of project organization.

E. Project Roles and Responsibilities:

F. Reporting:

Explanation of how the Project Status will be tracked and reported.

G. Project Risks and Assumptions:

Identification of known and/or potential barriers or boundaries as they relate to the work effort covered by this SOW.

H. Changes of Scope:

Any modifications or changes to the services outlined in the original signed SOW must be approved in writing by both Parties. Such writing may take the form of a Change Request Form presented to Customer by Apple.

IV. Project Resources and Prices:

A. Service Rates, Expenses and Totals:



Part Number	Description	Total
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
Total Fees and Expenses		\$ [Enter Amount]

B. Authorized Service Fees and Expenses (if any):

Enter \$ Amount authorized by Institution.

V. Statement of Work Approval Signatures:

Customer	Apple Inc.
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	EFFECTIVE DATE: _____



**Piggyback Consent Form ("Consent Form") to the
Education/State & Local Government Purchase Agreement
and
Professional Services Agreement
between
Glendale Unified School District and Apple Inc. ("Apple")**

	"Customer"	"Apple"
Name of Institution:	_____	Apple Inc.
Address:	_____	One Apple Park Way,
City, State, Zip:	_____	Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	
Date of Agreements	

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and fax the completed and executed Consent Form to Apple at 800.590.0325 within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Title

Name

Date