

**Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER
and
Apple Inc.**

This Participating Addendum is entered into by DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Apple Inc. ("Contractor")
One Apple Park Way
Cupertino, CA 95014

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tim Lim
Senior Contracts Negotiator
tlim2@apple.com
408-783-7379

Participating Entity's contact for this Participating Addendum is:

Anthony Stover
Contracting Officer
Anthony.stover@dc.gov
202-442-7122

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or July 1, 2023, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, public or private educational institutions, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. For the avoidance of doubt, the Master Agreement contains Minnesota statutory requirements applicable only to the Lead State. Such provisions are not applicable to any Participating Entity other than the Lead State.
- VI. SERVICES.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All services provided will be described in one or more of the following documents:
- a. "Services Descriptions" used to describe any services purchased by an entity;
 - b. any mutually agreed upon Statement of Work ("SOW") executed by the parties.
- VII. AMENDMENTS AND CONFLICTS.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VIII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- IX. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|---|--|
| For Contractor: | For Participating Entity: |
| Apple Inc.
U.S. Contract Operations
One Apple Park Way, MS/581-CNTR
Cupertino, CA 95014
contracts@apple.com | Anthony Stover
Contracting Officer
Anthony.stover@dc.gov
202-442-7122 |
- X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Johnny Mendoza
Signature

Johnny Mendoza
Printed Name

Project Coordinator
Title

06/29/2023
Date

PARTICIPATING ENTITY:

Anthony A. Stover
Signature

Anthony A. Stover
Printed Name

Contracting Officer
Title

June 29, 2023
Date