

PARTICIPATING ADDENDUM
for
NASPO VALUEPOINT MASTER AGREEMENT #23003
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of South Dakota – Contract #17789
and
Apple, Inc.

This Participating Addendum is entered into by the State of South Dakota ("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:
Lisa Hubbard
Assistant Director, OPM
lisa.hubbard@state.sd.us
605-773-4580

II. TERM. This Participating Addendum is effective as of the date of the last signature below 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.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in **South Dakota** ("Eligible Purchaser"). Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO VALUEPOINT administrative fee. By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Participating Addendum and shall be deemed a "Purchasing Entity" under the terms of the 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.

a. 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: 1) Services Descriptions" used to describe any services purchased by an entity; 2) Services Descriptions" used to describe any services purchased by an entity.

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- b. Equipment.** All awarded bands, software related to the procurement of equipment, and peripherals may be offered or sold by Contractor to Purchasing Entities.

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.

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

- VI. 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.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** State of South Dakota does not require an administrative fee.
- VIII. ATTACHMENTS.** To the extent that Participating Entity is an agency of the State of South Dakota and is mandated by the State of South Dakota to include the terms and conditions set forth in Attachment A (State of South Dakota Terms and Conditions) attached in each of its procurement contracts, both Contractor and Purchasing Entity agree that Contractor is not subject to any terms in Attachment A that are not mandated by South Dakota law.
- IX. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:	For Participating Entity:
Apple Inc.	Lisa Hubbard
U.S. Contract Operations	Assistant Director, OPM
One Apple Park Way, MS/581-CNTR	Lisa.Hubbard@state.sd.us
Cupertino, CA 95014	605-773-4580
contracts@apple.com	

- 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.

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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
2/1/2024
Date

PARTICIPATING ENTITY:

Steven L. Berg
Signature
Steven L. Berg
Printed Name
Director of Procurement Management
Title
2-1-2024
Date

Attachment A

State of South Dakota Terms and Conditions

1. All contractual agreements are subject to, governed by, and construed in accordance with the laws of the State of South Dakota. Any action, suit, or other proceeding under, pursuant to, or governed by this contract shall be brought and maintained in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
2. Neither the State of South Dakota, nor any State agency, agent, officer, or employee shall hold harmless or indemnify any Contractor for any loss or damage beyond the amounts provided for tort claims against the State by South Dakota law. Neither the State, nor any State agency, agent, officer, or employee shall assume liability to any third person by means of a contract or agreement. The State has not, and shall not, waive or give up any immunity or protection afforded to the State of South Dakota by the Eleventh Amendment to the Constitution of the United States, and no provision of this agreement shall be interpreted as, or be deemed as, a waiver of such Amendment, nor of any immunity afforded by it to the State of South Dakota.
3. Laws and Regulations: Please refer to the Master Agreement Exhibit A, Section 12.
4. Insurance: Please refer to Exhibit A, Section 28 of the Master Agreement.
5. Indemnification: Please refer to Exhibit A, Section 34 of the Master Agreement.
6. South Dakota Codified Law Ch 5-18A:

Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

7. Executive Order 2020-01: Contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner.
8. South Dakota Constitution Article 3, Section 12: Contractor (i) understands that no -state legislator may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12. By signing an agreement pursuant to this Participating Addendum, Contractor hereby certifies that to the best of Contractor's knowledge the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

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Notwithstanding the foregoing, State acknowledges Contractor is a publicly traded company and state legislators may have direct or indirect interests in Contractor. Moreover, Contractor employs a global workforce and does not certify that there is no relationship between all of its global employees and state legislators, however, to the best of our knowledge no such State Legislators has a direct interest in this Participating Addendum.

9. Contractor will not provide to the State any computer or telecommunication hardware or video surveillance hardware, or any components thereof, or any software that was manufactured, provided, or developed by a covered entity. As used in this paragraph, "covered entity" means the following entities and any subsidiary, affiliate, or successor entity and any entity that controls, is controlled by, or is under common control with such entity: Kaspersky Lab, Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that has been identified as owned or controlled by, or otherwise connected to, People's Republic of China. Contractor will immediately notify the State if Contractor becomes aware of credible information that any hardware, component, or software was manufactured, provided, or developed by a covered entity.