

PARTICIPATING ADDENDUM
NASPO Valuepoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
and
The State of South Dakota
(hereinafter "Participating State/Entity")
State Contract Number 16745

1. Scope. This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets including Related Peripherals & Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the State's Chief Procurement Official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation. Use of specific NASPO Valuepoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All state agency purchases from this agreement must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this agreement.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines provided that the terms and conditions of the Master Agreement and the Participating Addendum apply to such purchases.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures provided that the terms and conditions of the Master Agreement and the Participating Addendum apply to such purchases.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments in South Dakota. Any sales made to Indian tribes from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

3. Order of Precedence.

- (i) A Participating Entity's Participating Addendum ("PA"). A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO Valuepoint Master Agreement;

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- (ii) Minnesota NASPO Valuepoint Master Agreement (includes negotiated Terms & Conditions);
- (iii) The Solicitation including all Addenda; and
- (iv) Contract Vendor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement.
No changes are required.

5. Primary Contacts. The primary contact individuals for this Participating Addendum are as follows:

Contractor

Sales order contact:

- By Phone

Education K12 and HiEd:

1-800-800-2775

1-800-590-0325 (FAX)

State and Local Government:

1-800-793-9378

1-855-438-0486 (FAX)

- By Email (Submit Purchase Orders Only)

institutionorders@apple.com (Education)

govorders@apple.com (Government)

Contract Vendor contact:

Ralph E. Wright, Senior Contracts Negotiator

12545 Riata Vista Circle

Austin, TX 78727

Phone: 512-674-7739

Cell: 512-415-6199

ralph.wright@apple.com

Participating Entity

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Steven Berg, Procurement Director
523 East Capitol
Pierre, SD 57501
Phone: 605-773-3405
Fax: 605-773-4840
Email: Steven.Berg@state.sd.us

For questions on executing a participating addendum, please contact:

NASPO Valuepoint
Cooperative Development Coordinator: Tim Hay
Telephone: 503-428-5705
E-mail: thay@NASPO Valuepoint.org

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

6. Partner Utilization. Each state represented by NASPO Valuepoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. No partners will be utilized by Contractor under this Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

7. Terms. The Participating State /Entity is agreeing to the terms of the Master Agreement and this Addendum only to the extent the terms are not in conflict with applicable laws of the state where Participating State/Entity is located.

Contractor acknowledges that Participating Entity or Purchasing Entity is a political subdivision of the State of South Dakota. Parties agree that this Addendum is subject to <Insert State> State laws and any provision of the Addendum that is in direct conflict with any South Dakota State laws shall be deemed unenforceable. **Orders.** Any Order placed by and shipped to a Participating Entity or Purchasing Entity for a Product and/or Service available from Contractor under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

9. Leasing. Participating Entity or Purchasing Entity that have the authority may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, that agreement is separate from this Addendum and between Contractor and the Participating Entity or Purchasing Entity.

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10. **Services.** The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

11. **Delivery.** In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

12. **Insurance.** Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

13. **Payment.** Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

14. **Audit.** All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Addendum.

15. **Licensing.** Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.

16. **Acceptance Testing.** Contractor shall provide certain Apple-branded hardware to a Participating Entity or Purchasing Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

17. **Accessibility Standards.** Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

18. **Nonvisual Access Standards.** Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

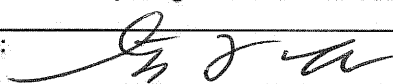
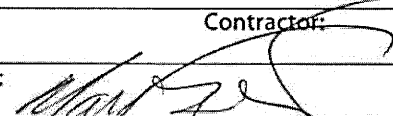
19. **Entire Agreement; Modifications.** Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by

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Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

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

Participating State: State of South Dakota	Contractor:
By: 	By: 
Name: Steven L. Berg	Name: Mark R. Hohfeld
Title: Procurement Director	Title: Dir. US Sales Ops
Date: 05/06/15 6/26/2015	Date: 06/26/2015