

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-125  
Pure Storage  
(hereinafter "Contractor")  
And**

**The City of Falls Church  
(hereinafter "Participating State/Entity")  
Participating State Contract number 0211-20-PS**

1. Scope: This addendum covers the NASPO COMPUTER EQUIPMENT CONTRACT led by the State of Minnesota 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. This addendum allows for purchase of the following Computer Equipment/Services:

Band 5: Storage

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.

3. Participating State Modifications or Addendum to Master Agreement:

These modifications or additions apply only to actions and relationships within the Participating Entity

3.1 Effective Date: Effective date upon final executed signatures on the Participating Addendum through July 31, 2021.

3.2 Administrative Fees: Contractor shall pay an administrative fee of .5% of the total gross revenue from the orders made through this Participating Addendum.

3.3. Reports: Contractor must submit quarterly sales reports which coincide with the Contractor fiscal calendar to the Participating State/Entity Primary Contact managing this contract. The Contractor shall provide Participating Entity State/Entity with an electronic usage report in Excel format. Reports are due 15 days after the end of each quarter.

First Quarter: January through March

Second Quarter: April through June

Third Quarter: July through September

Fourth Quarter: October through December

If no volume took place during the quarter, the Contractor shall not be required to submit a report.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**LEAD STATE**

|           |  |
|-----------|--|
| Name      | Andy Doran   |
| Address   | 50 Sherburne Avenue, Room 112                                      |
| Telephone | 651-201-2459   |
| Fax       |  |
| E-mail    | <a href="mailto:Andy.Doran@state.mn.su">Andy.Doran@state.mn.su</a> |

**CONTRACTOR**

|           |  |
|-----------|--|
| Name      | Kim Bradbury   |
| Address   | 650 Castro Street, Ste. 260, Mountain View, CA 94041                           |
| Telephone | 301-717-9968   |
| Fax       |  |
| E-mail    | <a href="mailto:kim.bradbury@purestorage.com">kim.bradbury@purestorage.com</a> |

**PARTICIPATING ENTITY**

|           |  |
|-----------|--|
| Name      | James R. Wise<br>City of Falls Church                                |
| Address   | 300 Park Avenue, Suite 240 E   |
| Telephone | 703248-5007  |
| Fax       |  |
| E-mail    | <a href="mailto:jwise@fallschurchva.gov">jwise@fallschurchva.gov</a> |

5 **Purchase Order Instructions:** All Orders should contain the following:

- 1) Mandatory Language "PO is subject to NASPO Contract MNWNC-125
- 2) Your Name Address, Contact & Phone Number
- 3) Purchase Order Amount
- 4) Orders shall be made out to the Contractor's AUTHORIZED reseller/partner approved to conduct business in the State of Virginia

6. **Price Agreement Number:**



All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the Participating State Contract number 0211-20-PS and the Lead State price agreement number: MNWNC-125

7. **Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually

This Participating Addendum and the Master Agreement number MNWNC-125 (administered by the State of **Minnesota** ) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

|  |   |
|--|---|
| Participating State/Entity:<br>City of Falls Church, Virginia<br>(Tracking # <u>0211-20-PS</u> ) | Contractor: Pure Storage  |
| By:            | By:  <small>DocuSigned by:</small> |
| Name: Wyatt Shields  | Name: Gary Newgaard   |
| Title: City Manager  | Title: VP, Public Sector Sales  |
| Date: <u>2-13-2020</u>   | Date: February 12, 2020   |