

**Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
Clinton Utilities Board
and
Pure Storage, Inc.**

This Participating Addendum is entered into by Clinton Utilities Board ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23020, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Pure Storage, Inc. ("Contractor")
2555 Augustine Drive
Santa Clara, CA 95054

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Primary: Kimberly P. Bradbury
Sr. Director, Public Sector Contracts
kim.bradbury@purestorage.com
301-717-9968

Alternate: Katie Lefebvre
Public Sector Contract Specialist III
klefebvre@purestorage.com
630-863-9428

Participating Entity's contact for this Participating Addendum is:

Ty Roberts
Technical Operations Supervisor
troberts@clintonub.com
865-220-6264

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or July 1st, 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, 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 entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- 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.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Equipment Leasing.** Equipment leasing terms and options may be negotiated on an order-by-order basis when applicable.

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c. Equipment Trade-in Program. Reserved.

d. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage, and in Attachment A - Contractor's List of Authorized Resellers, are authorized to provide quotes, accept orders, issue invoices, and receive payment in their own name, may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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.**
- VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. INFORMATION TECHNOLOGY SECURITY STANDARDS.**
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: Contractor's List of Authorized Resellers
 - b. Attachment B: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- XI. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Primary: Kimberly P. Bradbury
Sr. Director, Public Sector Contracts
kim.bradbury@purestorage.com
301-717-9968

Alternate: Katie Lefebvre
Public Sector Contract Specialist III
klefebvre@purestorage.com
630-863-9428

For Participating Entity:

Ty Roberts
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XII. 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:

DocuSigned by:

Michael Wiseman

Signature C0191442F...

Michael Wiseman

Printed Name

VP, Americas Public Sector Sales

Title

8/1/23

Date

PARTICIPATING ENTITY:

Ty Roberts

Signature

TY ROBERTS

Printed Name

TECHNICAL OPERATIONS SUPERVISOR

Title

8/1/23

Date

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**Attachment A
Approved Resellers**

Pure Storage Authorized Reseller	Point of Contact	Email	Phone Number
Presidio	Jeff Hodges	jhodges@presidio.com	615-866-5762
CDW Government LLC	Bryan Krull	briakru@cdwg.com	866-357-4660
Insight Public Sector	Ashley McDonald	ashley.mcdonald@insight.com	423-368-9042