

**Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
Johnson County Kansas
and
Pure Storage, Inc.**

This Participating Addendum is entered into by Johnson County Kansas (“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
Sr. Public Sector Contract Specialist IV
klefebvre@purestorage.com
630-863-9428

Participating Entity’s contact for this Participating Addendum is:

William Nixon
Chief Information Officer and Director
Bill.Nixon@jocogov.org
(913) 715-1525]

- 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.
 - c. Equipment Trade-in Program.** Reserved.

Participating Addendum Number

COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

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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 – Johnson County Mandatory Contract Terms.

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
Sr. Public Sector Contract Specialist IV
klefebvre@purestorage.com
630-863-9428

For Participating Entity:

William Nixon
Chief Information Officer and Director
Bill.Nixon@jocogov.org
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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:
Eric Simon
16C26441BAB946A...

Signature

Eric Simon

Printed Name

Area Vice President, US SLED

Title

6/26/25

Date

PARTICIPATING ENTITY:

Robin Lynes
Robin Lynes (06/26/2025 08:24 CDT)

Signature

Robin Lynes

Printed Name

Purchasing Manager

Title

06/26/2025

Date

Participating Addendum Number

COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

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**Attachment A
Approved Resellers**

Pure Storage Authorized Reseller	Point of Contact	Email	Phone Number
Technology Group Solutions	Kevin Walsh	kwalsh@tgs-mtc.com	913-689-1465

JOHNSON COUNTY MANDATORY CONTRACT TERMS

IMPORTANT: This form contains mandatory contract terms (the “Terms”) and must be attached to and incorporated in all copies of any agreement. If it is attached to the vendor’s standard contract form, then that form must be altered to contain the following provision:

The Terms found in **Johnson County Mandatory Contract Terms**, which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree the following provisions are hereby incorporated into the contract it is attached and made a part thereof.

- 1. These Terms Are Controlling.** It is expressly agreed that these Terms shall control over any conflicting term in the Agreement to which it is attached.
- 2. Choice of Law and Venue.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas.
- 3. Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
- 4. Disclaimer of Liability.** County shall not hold harmless or indemnify any Contractor. The County’s liability is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- 5. Acceptance of Agreement.** This Agreement shall not be considered effective until all required County approvals and certifications have been given as defined by County policy.
- 6. Assignment.** Contractor shall not assign, convey, sublet, transfer, or otherwise dispose of this Agreement or any of its rights and obligations hereunder, without the prior written consent of the County. In no event shall such consent relieve the Contractor from its obligations under the terms of this Agreement. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County. The County may withhold consent if it deems the assignment will negatively impact its business and may terminate this Agreement for convenience.
- 7. Arbitration, Damages, & Jury Trial.** No interpretation of this Agreement shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. No interpretation of the Terms or Agreement shall be

allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder.

- 8. Warranties.** No term of any Agreement and/or this Contractual Terms will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 9. Federal, State, and Local Taxes.** The County and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes that may be imposed or levied upon the subject matter of this Agreement.
- 10. Insurance.** County shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
- 11. Confidential Data.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. No private or confidential data collected, maintained, or used during the performance of this Agreement shall be disseminated by the Contractor except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
- 12. Open Records.** The terms, conditions, requirements and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., any applicable federal or state laws, or court order.
- 13. Anti-Discrimination Clause.** The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), as amended, including standards and regulations adopted pursuant to the ADA by the Department of Justice and other federal regulatory agencies, and all other federal, state, and local laws prohibiting discrimination, and to not discriminate against any person because of race, color, national origin, ancestry, religion (or no religion), creed, sex or gender, sexual orientation, gender identity or expression, pregnancy, age, disability, genetic information, military service, or veteran status in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor or its subcontractor is found guilty of

any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined by the County or by a state or federal agency or a court of appropriate jurisdiction that the Contractor or its subcontractor has violated applicable provisions of the ADA or its corresponding regulations or agency standards, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

This paragraph (with the exception of those terms relating to the ADA) is not applicable to a Contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

- 14. Good Standing.** Contractor shall be authorized to do business in the State of Kansas and must maintain good standing pursuant to the laws of this State and other applicable law.
- 15. Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Johnson County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice term of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any subcontractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
- 16. Independent Contractor.** Contractor shall be deemed an independent contractor, and not an employee of the County or Johnson County, Kansas Government, for any purposes including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and the State income tax code, and third party liability claims. This Agreement shall be deemed an independent contract for services and shall not be construed or considered a partnership or joint venture. The County shall not be liable for any obligations incurred by contractor unless specifically authorized in writing.
- 17. Intellectual Property Ownership Rights.** The County retains ownership of any intellectual property created on the County's behalf.
- 18. Counterparts and Electronic Delivery.** This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will

constitute the same agreement. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.