

**Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Missouri
and
Pure Storage**

This Participating Addendum is entered into by the State of Missouri (“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 (“Contractor”)
2555 Augustine Drive
Santa Clara, CA 95054

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Participating Entity’s contact for this Participating Addendum is:

Kim Bradbury
Senior Director, Public Sector Contracts
kim.bradbury@purestorage.com
(301) 717-9968

Kelsey Huwe
Procurement Specialist
kelsey.huwe@oa.mo.gov
(573) 522-1308

II. TERM. This Participating Addendum is effective as of the date of the last signature below and will be coterminous with the Master Agreement (terminate, renew or extend), unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. 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.

The use of specific NASPO ValuePoint cooperative contracts shall only apply to political subdivisions/local governments and universities authorized to use state contracts under the Division of Purchasing’s Cooperative Procurement Program for the State of Missouri. A political subdivision/local government is defined as any city, county, district, or other local governing body including state universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state’s cooperative procurement purchasing program.

Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized in writing by the State of Missouri’s Director of the Division of Purchasing.

Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing for the State of Missouri.

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. All services provided will be described in a mutually agreed upon Statement of Work (“SOW”) executed by the parties.

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- b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage <https://www.purestorage.com/company/how-to-buy/naspo-valuepoint-23020.html> as authorized to provide Products and Services to Participating Entity 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.

VI. AMENDMENT. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum

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

VII. 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.

VIII. MISSOURI STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE. The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

- a. Missouri Statewide Contract Quarterly Administrative Fee Report.** The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

- b. Payments.** The contractor's payments shall be made using one of the following acceptable payment methods:

- i. Check.** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- ii. Electronic Payment.** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

- c. Check or Transmittal Document.** All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

IX. MISSOURI STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing that shall identify the total payments (minus returns and credits) received by the contractor from state agencies,

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political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

- a. Missouri Statewide Contract Quarterly Administrative Fee Report.** The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- b. Payments.** The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- i. Mail:
Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 st High Street, Room 630, Jefferson City, MO 65101-1517
Fax: (573) 526-9815

- ii. Email: ereports@oa.mo.gov

- c. Modifications.** The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

- X. MISSOURI STATEWIDE CONTRACT QUARTERLY USAGE REPORT.** The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.

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Data Element	Description
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. **Missouri Statewide Contract Quarterly Usage Report.** The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. **Submission.** The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. **Modifications.** The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

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XI. ORDER OF PRECEDENCE.

- a. 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;
- b. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation.

XII. 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.

XIII. EXHIBIT. This Participating Addendum, for informational purposes, includes Exhibit A. The contractor is requested to complete Exhibit A regarding the contractor's economic impact to the State of Missouri.

XIV. ATTACHMENT. This Participating Addendum includes the following attachment:

- a. State of Missouri Cooperative Contract Document.

XV. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Kim Bradbury
Senior Director, Public Sector Contracts
kim.bradbury@purestorage.com
(301) 717-9968

For Participating Entity:

Kelsey Huwe
Procurement Specialist
kelsey.huwe@oa.mo.gov
(573) 522-1308

XVI. 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

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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
0654D0C0101412F

Signature
Michael Wiseman

Printed Name
VP, Americas Public Sector Sales

Title
14-Dec-2023

Date

PARTICIPATING ENTITY: State of Missouri

Karen S. Boeger

Signature

Karen S. Boeger
Printed Name

Director, Division of Purchasing
Title

12-21-2023
Date

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and the contractor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Pure Storage has a dedicated team of 20+ located in Missouri including both field and inside sales. We currently work with local Universities, State and Local Government and Education Accounts. Through Pure Storage's Authorized Resellers, we are able to provide resources to any size of customer.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under the Missouri Contract. Pure Storage uncomplacates storage with innovative, cloud-ready solutions and the best experience in technology to transform data into powerful outcomes.

Pure provides Information Technology Storage solutions and services with presales configuration and design as well as post sale implementation services and maintenance. Information regarding Pure's products and services is available at www.purestorage.com.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Pure Storage is 100% channel fulfillment and does not accept direct orders, issue invoices or receive payments. All orders are placed through Partners/Authorized Resellers.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

World Wide Technology, LLC (MBE)

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

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6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

N/A



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT241162001	CONTRACT TITLE NASPO ValuePoint Computer Equipment, Peripherals & Related Services
AMENDMENT NUMBER NA	CONTRACT PERIOD January 3, 2024 through June 30, 2025
REQUISITION/REQUEST NUMBER NA	MissouriBUYS SYSTEM ID MB00087704
CONTRACTOR NAME AND ADDRESS Pure Storage, Inc. 650 Castro Street Suite 400 Mt. View, CA 94041	STATE AGENCY'S NAME AND ADDRESS Office of Administration Information Technology Services Division 301 W. High Street Jefferson City, MO 65101
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CT241162001 between the State of Missouri and Pure Storage, Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 16 of the attached Cooperative Contract Procurement document.	
BUYER Kelsey Huwe	BUYER CONTACT INFORMATION Email: kelsey.huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 1/3/2024
DIRECTOR OF PURCHASING  Karen S. Boeger	