

**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  
State of Missouri  
(hereinafter "Participating Entity")

1. Scope: This addendum allows for purchase of the following Computer Equipment and Services: Band 5: Storage led by the State of Minnesota along with a multi-state sourcing team for use by purchasing entities authorized to utilize this contract.

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 each Participating Entity placing orders under this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts shall only apply to political subdivisions/local governments authorized by Missouri statutes to use state contracts subject to the prior approval by the state's Director of the Division of Purchasing. 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 by the 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.

3. Order of Precedence:

1. This Participating Addendum
2. Minnesota NASPO ValuePoint Master Agreement No. MNWNC-125
3. The Solicitation including all Addendums; and
4. 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 Participating Entity 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. 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 Participating Entity 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 Entity Modifications or Additions to Master Agreement:

A. Approval of this Participating Addendum by State of Missouri will extend to any subsequent addendums/amendments of this executed Participating Addendum.

B. Purchases are authorized only if a Purchase Order is issued in advance of the transaction. Purchase orders under this Participating Addendum shall be issued to an Authorized Reseller identified in Attachment 1. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Authorized Reseller by the ordering agency. The Participating Entity will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by a Purchasing Agent. If the Authorized Reseller provides goods or services without a signed Purchase Order, it does so at its own risk and expense.

C. **NONDISCRIMINATION:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

D. For informational purposes only, the Contractor is requested to complete Exhibit A regarding its economic impact to the State of Missouri.

**E. Missouri Statewide Contract Quarterly Administrative Fee:**

In accordance with paragraph B.1 of the NASPO ValuePoint Computer Equipment: Storage Including Related Peripherals & Services contract, the Contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply for all amounts invoiced (minus returns and credits) by the Contractor for all products and services provided under the contract. Payment of the one percent (1%) administrative fee shall be non-negotiable.

The Contractor shall pay the administrative fee for each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total for all amounts invoiced (minus returns and credits) 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 second 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.

Payments shall be made using one of the following acceptable payment methods:

**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.

**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.

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.

**F. Missouri Statewide Contract Quarterly Administrative Fee Report:**

The Contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total amounts invoiced (minus returns and credits) by the Contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract as reported during the applicable calendar quarter

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 second 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.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 2) 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:

Mail: 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  
 Fax: (573) 526-9815  
 Email: ereports@oa.mo.gov

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 so long as such modifications are reasonable. 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. If and to the extent the contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

G. 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:

<b>Data Element</b>	<b>Description</b>
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.
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.

<b>Data Element</b>	<b>Description</b>
Product Description	Description of product 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 (if available).
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.

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 amounts invoiced (minus credits and returns), 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 second 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.

The Contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) 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](mailto:ereports@oa.mo.gov).

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 so long as the timing for submission of such report is equal to or exceeds the one stated under this PA. 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. If and to the extent the Contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

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

Contractor:

Name	Kim Bradbury, Sr. Director Public Sector Contracts
Address	650 Castro Street, Ste. 260, Mountain View, CA 94041
Telephone	301-717-9968
Fax	410-414-2117
E-mail	kim.bradbury@purestorage.com

Participating Entity:

Name	Christopher Lozuaway
Address	301 W. High Street, P.O. Box 809
Cell	Jefferson City, MO 65102-0809
Office	(573) 751-1567
E-mail	(573) 526-9816

6. Partner Utilization: Each Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners shall have the authority to issue quotes, accept purchase order, issue invoices and receive payments in their own name on behalf of the Contractor: Approved partners are listed in Attachment 1.

7. Terms. The Participating Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating Entity: State of Missouri	Contractor: Pure Storage, Inc.
By: <i>Karen Boeger</i>	DocuSigner by: By: <i>Michael Wiseman</i>
Name: Karen Boeger	Name: <del>Michael Wiseman</del>
Title: Director, Division of	Title: VP, Americas Public Sector
Purchasing Date:	Date: September 16, 2022

Attachment 1

Approved Partners

<b>Pure Storage Authorized Reseller</b>	<b>Point of Contact</b>	<b>Email</b>	<b>Phone</b>
ConvergeOne, Inc.	Caitlin Pittman	CPittman@convergeone.com	913-579-3336
World Wide Technology, LLC	Carol Harting	Carol.harting@wwt.com	314-995-6103

Attachment 2

**Quarterly Administrative Fee Report**

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

<b>Header Definitions.</b>	
<b>Contractor Name</b>	Contractor name as it appears on the contract.
<b>Statewide Contract Number</b>	Statewide contract number as listed on the first page of your contract with the State of Missouri.
<b>Date Report Submitted</b>	Date Administrative Fee Report is submitted.
<b>Report Contact Name</b>	Name of the person completing the report on behalf of the contractor.
<b>Contact Phone Number</b>	Phone number for person completing the report.
<b>Contact Email Address</b>	Email address for the person completing the report.
<b>Administrative Fee Payment Calculation</b> - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.	
<b>If no payments were received during the Reporting Quarter, check the box below:</b> Complete section if applicable.	
<b>Reporting Quarter</b>	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31                      Q3: July 1 - September 30 Q2: April 1 - June 30                              Q4: October 1 - December 31
<b>Signature of Reponsible Party for Report Content:</b> The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.	



<b>Contractor Name:</b> _____	
<b>Statewide Contract Number:</b> _____	
<b>Date Report Submitted:</b> _____	
<b>Administrative Fee Payment Calculation:</b> <i>(If no payments received during Reporting Quarter, skip to next section)</i>	
Total Payments Received (minus returns & credits) from Missouri <b>State Agencies</b> during the Reporting Quarter : Total Payments Received (minus returns & credits) from Missouri <b>Political Subdivisions</b> (cities, counties, etc.) during the Reporting Quarter: Total Payments Received (minus returns & credits) from Missouri <b>Universities</b> during the Reporting Quarter: Total Payments Received (minus returns & credits) from <b>Governmental Entities in Other States</b> during the Reporting Quarter:	
<b>Overall Total Payments Received (minus returns &amp; credits) during the Reporting Quarter :</b>	<b>\$0.00</b>
1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)	
	1.00%
<b>Total Administrative Fee Payment for the Reporting Quarter:</b>	<b>\$0.00</b>
<b>If no payments were received during the Reporting Quarter, check the box below:</b>	
<input type="checkbox"/> No payments were received this calendar quarter for any purchases on the contract identified above.	

<b>Report Contact Name:</b> _____	
<b>Contact Phone Number:</b> _____	
<b>Contact Email Address:</b> _____	
<b>Reporting Quarter (check one):</b>	
<input type="checkbox"/> January 1 - March 31	<input type="checkbox"/> April 1 - June 30
<input type="checkbox"/> July 1 - September 30	<input type="checkbox"/> October 1 - December 31
<b>Submit this report to the Division of Purchasing (Purchasing) using one of the methods below:</b>	
1) <b>Mail:</b> Division of Purchasing, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) <b>Fax:</b> (573) 526-9815 3) <b>Email:</b> ereports@oa.mo.gov	
<b>Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:</b>	
<b>Method of Payment Used:</b>	
<input type="checkbox"/> Personal check	<input type="checkbox"/> Money Order
<input type="checkbox"/> Company check (Electronic Payment)	<input type="checkbox"/> ACH
<input type="checkbox"/> Cashier's check	
<b>Date of Payment Submission:</b> ___/___/20___ (mm/dd/yyyy)	
<b>Signature of Responsible Party for Report Content:</b>	
Signature: _____	
Title: _____ Date: _____	

**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 Pure Storage 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 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. Information Technology Storage devices and services portfolio 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](http://www.purestorage.com).

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

Pure Storage does not accept direct orders. All orders are place 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.

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:

N/A

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