



AMENDMENT #3
CONTRACT #000000000000000000074824

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Office of Technology (the "State") and PURE STORAGE INC (the "Contractor") approved by the last State signatory on October 18, 2023.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of three (3) years and is updated as specified in the attachment **AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23020 (Exhibit 3A)**, attached hereto and incorporated herein. It shall terminate on June 30, 2028.
2. **Section 18. Employment Eligibility Verification** of the Contract is superseded and replaced by the following:

Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

- A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.
- C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

3. The Contract is amended by adding the following:

A. Indiana Veteran Owned Small Business Enterprises Compliance

No certified IVOSB subcontractors will be participating in this Contract during the extension period.

B. Minority and Women's Business Enterprises Compliance.

No certified MBE or WBE subcontractors will be participating in this Contract during the extension period.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

PURE STORAGE INC
By: 
16C46441BAB946A...

Indiana Office of Technology
By:  - 00067
4422035BA5FF4BF...

Title: AVP Pure Public Sector

Title: Indiana State CIO

Date: 6/12/2025 | 10:30 PDT

Date: 6/24/2025 | 12:57 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Warren Lenard, Executive Director	Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23020

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Pure Storage, Inc., 2555 Augustine Drive, Santa Clara, CA 95051 (“Contractor”).

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23020, July 1, 2023, through June 30, 2025 (“Master Agreement”), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Master Agreement 23020 is extended to June 30, 2028, at the same terms and conditions.
2. That Master Agreement 23020 is amended as follows: Exhibit D: Price Schedule, is deleted in its entirety and replaced with the attached “Exhibit D: Price Schedule, Amendment 2.”

This Amendment is effective beginning June 30, 2025, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. PURE STORAGE, INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. DocuSigned by: By: <u>Eric Simon</u> 16C46441BAB946A... Eric Simon Printed Name Title: <u>AVP Pure Storage Public Sector</u> Date: <u>4/1/2025</u></p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492... Elizabeth M. Randa Printed Name Title: <u>Acquisition Management Specialist</u> Date: <u>4/1/2025</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative. DocuSigned by: By: <u>Luke Jannett</u> 0266C0BD8EF44DE... Luke Jannett Printed Name Title: <u>Acquisitions Manager</u> Date: <u>4/1/2025</u></p>
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Exhibit D: Price Schedule, Amendment 2

NASPO ValuePoint Computer Equipment (2023-2028)

CONTROL SET

Master Agreement: 23020
Contractor Name: Pure Storage, Inc.

Awarded Bands:

- Band 1: Personal Computing Devices (Windows)
- Band 2: Personal Computing Devices (Non-Windows)
- Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	41.0%
3	3T	Band 3 - Third Party Product Minimum Discount	41.0%
	S	All Services	6.0%

Exhibit D: Price Schedule, Amendment 2

Discount Structure

Master Agreement: 23020
Contractor Name: Pure Storage, Inc.
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 3: Servers and Storage			
Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	41.0%
3	3T	Band 3 - Third Party Product Minimum Discount	41.0%

Exhibit D: Price Schedule, Amendment 2

Volume-Based Discounts

Master Agreement: 23020
Contractor Name: Pure Storage, Inc.

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Applicable to hardware products only

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount (off Baseline)
\$200,000.00	\$399,999.99	6.0%
\$400,000.00	\$599,999.99	14.0%
\$600,000.00	\$799,999.99	20.0%
\$800,000.00	no max	22.0%

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
\$15,000,000.00	1.0%
\$30,000,000.00	1.5%
\$45,000,000.00	2.0%
\$60,000,000.00	2.5%

3. Other Discount(s)

Additional discount(s) available.

N/A

Exhibit D: Price Schedule, Amendment 2

Services

Master Agreement: 23020

Contractor Name: Pure Storage, Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S3	All Services	6.0%

Exhibit D: Price Schedule, Amendment 2

Lease Rates

Master Agreement: 23020

Contractor Name: Pure Storage, Inc.

All Awarded Bands

Optional: Lease Rates

N/A

Exhibit D: Price Schedule, Amendment 2 **Prompt Payment Discount**

Master Agreement: 23020
Contractor Name: Pure Storage, Inc.

All Awarded Bands

<input type="checkbox"/>		in 30
<input type="checkbox"/>		in 15, Net 30
<input type="checkbox"/>		in 10, Net 30
<input checked="" type="checkbox"/>		Net 30
<input type="checkbox"/>	Other (specify):	<input type="text"/>