

**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, Incorporated  
(hereinafter "Contractor")  
And  
Oregon State University  
(hereinafter "Participating State/Entity")

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services:

Band 5: Storage

Led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following 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 in the Master Agreement and may be revised by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. 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

2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)

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 Lead State and must be in writing and attached to the Master Agreement as an

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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 State Modifications or Additions to Master Agreement:**

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

**4.1 Effective Date:** Effective upon final executed signatures on the Participating Addendum through March 31, 2017 with an extension option of up to 36 months upon written agreement.

**4.2 Administrative Fees:** Contractor Vendor shall pay Oregon State University's Procurement, Contracts and Material Management (PCMM) an administrative fee of 2% of the total gross revenue from the orders made through this Participating Addendum. Total gross revenue includes any business generated from Oregon State University Customers that are authorized to utilize this Participating Addendum. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PCMM" and mailed to 644 SW 13th Street, Corvallis OR 97333. Payment shall include a corresponding quarterly report as requested in Section 4.3 of this document. The administrative fee does not need to be included on the Contractor Vendor's invoices.

**4.3 Reports:** Contractor Vendor must submit quarterly sales reports which coincide with the Contractor Vendor fiscal calendar to the Participating State/Entity Primary Contact managing this contract. The Contractor Vendor shall provide Participating State/Entity with an electronic usage report in Excel format. Reports are due 30 days after the end of the quarter.

First Quarter: July through September  
Second Quarter: October through December  
Third Quarter: January through March  
Fourth Quarter: April through June

If no volume took place during the quarter the vendor shall not be required to submit a report.

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

Contractor

Name	Kim Bradbury
Address	650 Castro Street, Suite 400, Mt. View, CA 94041
Telephone	301-717-9968
Fax	410-414-2117
E-mail	kim.bradbury@purestorage.com

Participating Entity

Name	Jennifer Koehne
Address	644 SW 13 <sup>th</sup> Street, Corvallis OR 97331
Telephone	541-737-7353
Fax	541-737-2170
E-mail	jennifer.koehne@oregonstate.edu

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State 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 are: No Partners Allowed

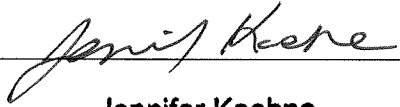
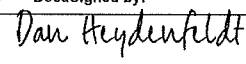
7. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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.

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

Participating State: OREGON STATE UNIVERSITY	Contractor: Pure Storage, Inc.
By: 	By:  <small>DocuSigned by: 458B8B96F9774B1...</small>
Name: Jennifer Koehne	Name: Dan Heydenfeldt
Title: Purchasing Analyst	Title: VP, Global Field Operations
Date: 1/7/16	Date: January 6, 2015

## **Authorized Partners**

Master Agreement No: MNWNC-125 Pure Storage, Incorporated (hereinafter “Contractor”) and Oregon State University (hereinafter “Participating State/Entity”)

Dasher Technologies, Inc.  
Chris Stewart  
Director, Pacific Northwest & National Accounts  
Direct/Mobile: [503-308-3561](tel:503-308-3561)  
[Chris.Stewart@dasher.com](mailto:Chris.Stewart@dasher.com)

CompuNet, Inc.  
Luke Lesh  
Senior Account Manager  
[503 214 4610](tel:503-214-4610)  
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