

**MINNESOTA NASPO VALUEPOINT
PARTICIPATING ADDENDUM WITH PURE STORAGE, INC.**

AMENDMENT NO. 2 TO MASTER MNWNC-125, MN CONTRACT NO. 101417, RELEASE NO. C-871(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Pure Storage, Inc., 650 Castro Street, Suite 260, Mountain View, CA 94041 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. 101417, with a term beginning October 22, 2015 through March 31, 2018, to Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and 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 Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

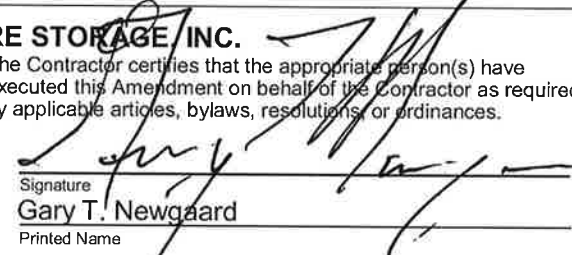

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 101417 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit D, Pricing Schedule.

This Amendment is effective beginning April 1, 2018, 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 Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract 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.

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| <p>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.</p> <p>By: <u></u> Signature <u>Gary T. Newgaard</u> Printed Name</p> <p>Title: <u>Group Vice President, Public Sector</u></p> <p>Date: <u>2/16/18</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>3.19.18</u></p> <p>COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>Original signed</u></p> <p>Date: <u>MAR 20 2018</u></p> <p style="text-align: center; font-size: 1.2em;">By Andy Doran</p> |
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AMENDMENT 2
EXHIBIT D
PRICING SCHEDULE

| 1. BASELINE PRICE LIST: PURESTORAGE MSRP | | POSTED ON WSCA-NASPO SITE | | | | | | | | | | | | | | | |
|---|-----------------|----------------------------------|--|------------|----------|---------------------------|------|---------------------------|------|---------------------------|------|----------------------------|------|---------------------------------------|------|--|------|
| 2. BAND DISCOUNTS | | | | | | | | | | | | | | | | | |
| | CATEGORY | MINIMUM DISCOUNT | | | | | | | | | | | | | | | |
| BAND 5 STORAGE | 5M | 37% | | | | | | | | | | | | | | | |
| <p>IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</p> | | | | | | | | | | | | | | | | | |
| 3. THIRD PARTY PRODUCTS – NONE OFFERED | | | | | | | | | | | | | | | | | |
| 4. SERVICES – 10% | | | | | | | | | | | | | | | | | |
| <p>Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year next business day response warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information see: http://www.purestorage.com/flash-array/cloudassist.html</p> <p>Installation is included.</p> <p>Advanced (Next Business Day response) comes in 1, 3, 4 & 5 year terms. Premium (4 Hour response) in 1, 3, 4 & 5 year terms. "Next Best Available" for customers who want assistance in upgrades provides a guaranteed 72 hour guaranteed response. "No Forklift Upgrade" approach provides free upgrades to controllers every 3 years. See website for details.</p> | | | | | | | | | | | | | | | | | |
| 5. LEASING | | | | | | | | | | | | | | | | | |
| Participating Addendum may identify if and how leasing agreement terms will be conducted. | | | | | | | | | | | | | | | | | |
| 6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases. | | | | | | | | | | | | | | | | | |
| <p>a. Per Transaction Multiple Unit:</p> <p>\$200,000 - \$300,000 Additional 7% (44%) \$300,001 - \$400,000 Additional 7% (51%) \$400,001 - \$500,000 Additional 7% (58%) \$500,001 and over Additional 4% (62%)</p> | | | | | | | | | | | | | | | | | |
| <p>b. Cumulative Discount based on Total Master Agreement Sales and will be reviewed annually. Additional discount will be provided as the following threshold is met:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Threshold:</th> <th style="text-align: left;">Discount</th> </tr> </thead> <tbody> <tr> <td>\$1,000,000 - \$2,000,000</td> <td>1.5%</td> </tr> <tr> <td>\$2,000,001 - \$3,000,000</td> <td>2.0%</td> </tr> <tr> <td>\$3,000,001 - \$4,000,000</td> <td>2.5%</td> </tr> <tr> <td>\$4,000,001 - \$15,000,000</td> <td>3.0%</td> </tr> <tr> <td>\$15,000,001, and over (non-hardware)</td> <td>3.0%</td> </tr> <tr> <td>\$15,000,001, and over (hardware only)</td> <td>4.0%</td> </tr> </tbody> </table> | | | | Threshold: | Discount | \$1,000,000 - \$2,000,000 | 1.5% | \$2,000,001 - \$3,000,000 | 2.0% | \$3,000,001 - \$4,000,000 | 2.5% | \$4,000,001 - \$15,000,000 | 3.0% | \$15,000,001, and over (non-hardware) | 3.0% | \$15,000,001, and over (hardware only) | 4.0% |
| Threshold: | Discount | | | | | | | | | | | | | | | | |
| \$1,000,000 - \$2,000,000 | 1.5% | | | | | | | | | | | | | | | | |
| \$2,000,001 - \$3,000,000 | 2.0% | | | | | | | | | | | | | | | | |
| \$3,000,001 - \$4,000,000 | 2.5% | | | | | | | | | | | | | | | | |
| \$4,000,001 - \$15,000,000 | 3.0% | | | | | | | | | | | | | | | | |
| \$15,000,001, and over (non-hardware) | 3.0% | | | | | | | | | | | | | | | | |
| \$15,000,001, and over (hardware only) | 4.0% | | | | | | | | | | | | | | | | |

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Pure Storage, Inc.

Date 2/16/18

Authorized Signature: 

Telephone number: 301-717-9968

Printed Name: Gary T. Newgaard

Title: Group VP, Public Sector

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

23. INSURANCE.

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACTOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACTOR:

The Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this Contract.

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contractor's Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:**

Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability

\$100,000 Bodily Injury by Disease per Employee

\$500,000 Bodily Injury by Disease Aggregate

\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized

signer of the Contract, stating the qualifying exemption that excludes the Contractor from MN Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contractor.

2. **Automobile Liability Insurance:**

Auto Liability insurance is ONLY applicable if the contractor, contractor's employees, or subcontractors will be driving on state property or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of the state.

The Contractor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Automobile Liability insurance.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
- B. Coverages:
 - Owned Automobile
 - Non-owned Automobile
 - Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contractor.

3. **General Liability Insurance:**

The Contractor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract.

- A. Minimum Limits of Liability:
\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations
- B. Coverages
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - State of Minnesota named as an Additional Insured**

4. **Network Security and Privacy Liability Insurance (or equivalent)**

Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 per claim or event
\$2,000,000 annual aggregate

INSURANCE CERTIFICATE HOLDER SHOULD BE ADDRESSED AS FOLLOWS:

State of Minnesota
Department of Administration
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

