



## AMENDMENT NO.: 2

Contract Renewal

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment Peripherals & Services

**This Amendment** ("Amendment") effective as of April 1, 2018, to the Computer Equipment, Peripherals & Services Alternate Contract Source No. 43211500-WSCA-15-ACS ("ACS"), between the State of Florida, Department of Management Services ("Department") and Pure Storage Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS** on April 1, 2017, the Department entered into a two (2) year renewal agreement with Pure Storage Inc.. for the provisions of Computer Equipment, Peripherals & Services; and

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the PUR 1000 incorporated into the Contract; and,

**WHEREAS**, the Parties agree to renew the Contract, pursuant to section 26 of the PUR 1000, and,

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

**I. Contract Amendment.** The contract is hereby amended to remove paragraph 20 of the General Contract Conditions and to add the following paragraphs to the Participating Addendum:

**N. Limitation of Liability:** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its



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affiliates to the State against any payments due to the Contractor under any contract with the State.

**O. Information Technology Standards:** Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

**II. Contract Renewal.** The Department hereby executes its renewal option for a one year period. The new contract expiration date is March 31, 2020.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:  
Department of Management Services

Contractor:  
Pure Storage, Inc.

By: 

By: Gary Newgaard

Name: David Zeckman

Title: Chief of Staff

Date: 3/7/2018

Name: Gary T. Newgaard

Title: Group VP, Public Sector

Date: February 23, 2018