

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Computer Equipment
Administered by the State of Minnesota
(hereinafter "Lead State")
MASTER AGREEMENT
Master Agreement No: MNWNC-125
Pure Storage, Incorporated
(hereinafter "Contractor")
and
State of Arkansas
Contract No: 4600036156

1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: Storage including related Peripherals & Services (Band 5) from contract MNWNC-125 led by the State of Minnesota. It is for use by Arkansas state agencies and other entities located in the State that are authorized by the Arkansas Office of State Procurement to utilize state contracts.

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 Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by Arkansas in this Participating Addendum.

2. Participation:

All eligible purchasers within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of this agreement.

3. Order of Precedence:

- A. Arkansas's Participating Addendum (PA); Arkansas'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 Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement.
- B. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- C. The Solicitation including all Addendums; and
- D. Contractor'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. Contractor 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 Exhibit or Attachment. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

These modifications or additions **shall** apply only to actions and relationships within Arkansas.

- A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software **shall not** be procured.
- B. Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:
 - 1) Vendor Contract Number
 - 2) State
 - 3) Customer Type (State, Education, Local Government)
 - 4) Bill to Name
 - 5) Customer PO Number
 - 6) Customer Number
 - 7) Order Date

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # MNWNC-125**

- 8) Product/Service Description
- 9) Retail Price
- 10) Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

- C. An administrative fee of one half (1/2) of one (1) percent of the sales of products and services (less any charges for tax and shipping) per quarter **shall** be collected on behalf of the State of Arkansas and **shall** be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

Period End	Admin Fee Due
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The administrative fee **shall** be submitted to the following address:

Office of State Procurement
Attn: Contract Administration Fee
1509 W 7th St, Room 300
Little Rock, AR 72201

- D. Payments **shall** be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest **shall** be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency **shall** make a good-faith effort to pay within thirty (30) days after the date of invoice.
- E. Financial and accounting records relevant to State of Arkansas transactions **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities **shall** provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.
- F. The laws of the State of Arkansas **shall** govern this agreement. Nothing under this agreement or the Master Agreement **shall** be deemed or construed as a waiver of the State's right of sovereign immunity.
- G. Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the contractor. All travel **must** be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.
- H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement MNWNC-125. The contractor **shall** defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

**PARTICIPATING ADDENDUM
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
 MASTER AGREEMENT # MNWNC-125**

- J. CONFIDENTIAL INFORMATION shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).
- K. The Contractor may use subcontractors; however, the Contractor shall be responsible for any agreements with the subcontractors. The State of Arkansas shall not agree to and shall not be responsible for any terms and conditions with a subcontractor.

The following subcontractors shall be authorized to provide products and services:

Subcontractor	Contact Information
Alexander Open Sys (AOS)	Luke.Simon@aos5.com 417-799-0740 Ken.Weekley@aos5.com 501-801-9201 x 8701 (Little Rock area)
Forsythe	MTaunton@Forsythe.com 501-831-4442
Pinnacle	Dan.Bisett@pbsnow.com 501-353-2138
Presidio	JARNETT@presidio.com 812-342-6188
SHI	David_Rounds@SHI.com 512-393-4703

- Subcontractors are subject to change, upon approval by OSP.

- L. Leasing shall not be authorized under this Participating Addendum.
- M. The following configuration limits are based on a single computer configuration:

Item	Configuration
Server/Storage	\$ 500,000
Desktops/Laptops	\$ 100,000
Tablets	\$ 50,000
Peripherals	\$ 50,000
Services	\$ 10,000

The contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity
- Services are linked to items the entity has purchased through a current or past transaction.

5. Purchase Order Instructions:

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the following:

- A. NASPO ValuePoint Contract number **MNWNC-125**
- B. State contract number **SP-16-0019**
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor

6. Performance Standards

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services must have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

7. Individual Customer

Each State agency and political subdivision, as a Participating Entity, that purchases products/services shall be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

**PARTICIPATING ADDENDUM
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
 MASTER AGREEMENT # MNWNC-125**

8. Primary Contacts:

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

Lead State	Name	Sue Kahle
	Address	50 Sherburne Ave, Room 112
	City, State Zip	St Paul, MN 55155
	Telephone	651-201-2434
	E-mail	Susan.kahle@state.mn.su
NASPO ValuePoint	Name	Tim Hay
	Address	201 East Main St, Suite 1405
	City, State Zip	Lexington, KY 40607
	Telephone	503-428-5705
	E-mail	thay@wsca-naspo.org
Contractor	Name	Kim Bradbury
	Address	650 Castro Street, Suite 400
	City, State Zip	Mt. View, CA 94041
	Telephone	301-717-9968
	E-mail	Kim.bradbury@purestorage.com
State of Arkansas	Name	Jaime Motley
	Address	1509 W 7th St 3rd Floor
	City, State Zip	Little Rock, AR 72201
	Telephone	501-371-6065
	E-mail	Jaime.Motley@dfa.arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

This Participating Addendum and the Master Agreement number MNWNC-125 (administered by the State of Minnesota) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, **shall not** be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions **shall** be hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits **shall** prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

State of Arkansas:		Contractor:	
By: <i>Randy Wright</i>		By: <i>Dan Heydenfeldt</i>	<small>DocuSigned by:</small>
Name: <i>Randy Wright</i>		Name: <i>Dan Heydenfeldt</i>	
Title: <i>Asst. Admin.</i>		Title: <i>VP, Global Field Operations</i>	
Date: <i>11/12/15</i>		Date: <i>October 15, 2015</i>	



Term Contract

Vendor No. 100216767
 Contact
 Your reference SP-16-0019

PURE STORAGE INC
 650 CASTRO ST STE 400
 MOUNTAIN VIEW CA 94041

Contract No. 4600036156
 Date 10/19/2015

Contact Jaime M. Motley
 Telephone 501-371-6065
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

As stated on PO

Ship To:

PURE STORAGE INC
 650 CASTRO ST STE 400
 MOUNTAIN VIEW CA 94041

Valid from: 11/12/2015

Valid to: 03/31/2017

State Contract #: SP-16-0019
 AASIS Contract #: 4600036156
 NASPO Contract #: MNWNC-125
 Commodity: WSCA Computer Equipment, Peripherals and Related Services

This Addendum covers the NASPOValuePoint PC Contracts (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by State agencies and other entities located Arkansas.

Type of Contract: Term

Master Agreement Contract Period: April 1, 2015 through March 31, 2017. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to three (3) additional one (1) year terms or a portion thereof.

Contact Information:

Jaime Motley, Office of State Procurement
 (P) 501-371-6065 (F) 501-324-9311,
 jaime.motley@dfa.arkansas.gov

All contract values are estimates only.

The Contractor may use subcontractors; however, the Contractor shall be responsible for any agreements with the subcontractors. The State of Arkansas shall not agree to and shall not be responsible for any terms and conditions with a subcontractor.

The following subcontractors shall be authorized to provide products and services:

Alexander Open Sys (AOS)

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Camber Thompson



Term Contract

Vendor No. 100216767
Contact
Your reference SP-16-0019

Contract No. 4600036156
Date 10/19/2015
Our reference ST

Luke Simon
417-799-0740
Luke.Simon@aos5.com
Ken Weekley
501-801-9201 x8701
Ken.Weekley@aos5.com

Forsythe
Ty Tauton
501-831-4442
MTauton@Forsythe.com

Pinnacle
Dan Bisett
501-353-2138
Dan.Bisett@pbsnow.com

Presidio
Jackie Arnett
812-342-6188
JARNETT@presidio.com

SHI
David Rounds
512-393-4703
David_Rounds@SHI.com

Subcontractors are subject to change, upon approval by OSP.

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items like COMPUTERS HARDWARE, DESKTOP TOWER, MICROCOM, COMPUTER COMPONENTS, and PRINTER, MISC.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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Term Contract

Vendor No. 100216767
Contact
Your reference SP-16-0019

Contract No. 4600036156
Date 10/19/2015
Our reference ST

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0006 through 0013 and a total row for Estimated Net Value of 1,000,000.00.

4. Participating State Modifications or Additions to Master Agreement:

These modifications or additions shall apply only to actions and relationships within Arkansas.

A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software shall not be procured.

B. Contractor must submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports shall be due on or before the last day of the month following the end of the quarter. The contractor shall provide an electronic usage report in Excel format which lists, but is not limited to, the following:

- 1) Vendor Contract Number
2) State
3) Customer Type (State, Education, Local Government)
4) Bill to Name

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



Term Contract

Vendor No. 100216767
Contact
Your reference SP-16-0019

Contract No. 4600036156
Date 10/19/2015
Our reference ST

- 5) Customer PO Number
6) Customer Number
7) Order Date
8) Product/Service Description
9) Retail Price
10) Discount Applied
11) Discount Unit Price
12) Quantity
13) Total Price

C. An administrative fee of one half (1/2) of one (1) percent of the sales of products and services (less any charges for tax and shipping) per quarter shall be collected on behalf of the State of Arkansas and shall be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

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The administrative fee shall be submitted to the following address:

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Little Rock, AR 72201

D. Payments shall be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.

E. Financial and accounting records relevant to State of Arkansas transactions shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities shall provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.

F. The laws of the State of Arkansas shall govern this agreement. Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

G. Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the contractor. All travel must be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.

H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



Term Contract

Vendor No. 100216767
Contact
Your reference SP-16-0019

Contract No. 4600036156
Date 10/19/2015
Our reference ST

purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancelation.

I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement MNWNC-125. The contractor shall defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

J. CONFIDENTIAL INFORMATION shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).

L. Leasing shall not be authorized under this Participating Addendum.

M. The following configuration limits are based on a single computer configuration:

Item Configuration

Server/Storage \$ 500,000
Desktops/Laptops \$ 100,000
Tablets \$ 50,000
Peripherals \$ 50,000
Services \$ 10,000

The contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- " It is of no cost to the purchasing entity
- " Services are linked to items the entity has purchased through a current or past transaction.

5. Purchase Order Instructions:

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the following:

- A. NASPO ValuePoint Contract number MNWNC-125
- B. State contract number SP-16-0019
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor

6. Performance Standards

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services must have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

7. Individual Customer

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



Term Contract

Vendor No. 100216767

Contact

Your reference SP-16-0019

Contract No. 4600036156

Date 10/19/2015

Our reference ST

Each State agency and political subdivision, as a Participating Entity, that purchases products/services shall be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

PARTICIPATING ADDENDUM AMENDMENT
[hereinafter "Amendment"]
For
Computer Equipment, Peripherals, & Related Services
NASPO Valuepoint / Contract # MNWNC-125
Between
Pure Storage, Incorporated
[hereinafter "Contractor"]
and
State of Arkansas
Contract No: SP-16-0019 / 36156
[hereinafter "Participating State"]

THIS AMENDMENT No. 1 (this "Amendment") is entered into with reference to the Contract of the above referenced number (the "Contract") by and between the State of Arkansas and Pure Storage, Incorporated (both, together, collectively, being the "Parties" to the Contract).

WHEREAS, the terms of the Contract may be amended per written agreement signed by both of the Parties;

WHEREAS, the Parties wish to amend the Contract;

NOW, THEREFORE, the Parties do hereby amend the Contract, as follows:

Convenience Fee

Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this amendment or July 1, 2020, whichever is earlier. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

Quarterly Reporting and Fee Remittance:

Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- Purchasing entity;
- Total of Convenience Fee amount due;
- Such other information as the State may reasonably request; and
- If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

Payment of Convenience Fee

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

PARTICIPATING ADDENDUM AMENDMENT

[hereinafter "Amendment"]

For

**Computer Equipment, Peripherals, & Related Services
NASPO Valuepoint / Contract # MNWNC-125**

Between

Pure Storage, Incorporated
[hereinafter "Contractor"]

and

State of Arkansas

Contract No: SP-16-0019 / 36156
[hereinafter "Participating State"]

Retention and Inspection of Records

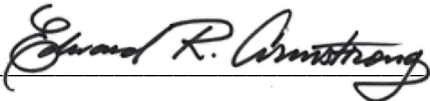
The contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

This Amendment, the State of Arkansas Participating Addendum, and Contract # MNWNC-125 (administered by the State of Minnesota), together with its exhibits, set forth the entire agreement (the "Agreement") between the parties with respect to the subject matter thereof, and take the place of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Other than those provisions of the Agreement that are expressly amended herein, the terms and conditions (the "Terms and Conditions") of the Agreement continue in full force and effect. The Terms and Conditions may only be amended by a written agreement signed by both of the Parties.

The Parties agree that no course of dealing between the Parties or any delay or failure of either of the Parties to exercise any right or remedy granted under the express Terms and Conditions of the Agreement operate as a waiver of any such rights or remedies, and every such right and remedy shall be cumulative, concurrent, and in addition to any other further rights and remedies that may otherwise be available at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of execution below.

**Department of Transformation and Shared Services
Office of State Procurement**



Name: Edward R. Armstrong

Title: State Procurement Director

Date: 6/23/2020

DocuSigned by:
Pure Storage, Incorporated



99998A7D6D7B46D...
Gary Newgaard

Name: _____

Title: Vice President Public Sector

Date: 7/3/2020