

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PURE STORAGE, INC.
FOR COMPUTER EQUIPMENT

This Agreement is entered into by and between the Southwest Florida Water Management District ("District"), a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, and Pure Storage, Inc. ("Contractor"), whose principal address is 650 Castro Street, Suite 400, Mountain View, California 94041, under the terms and conditions set forth in the Alternate Contract Source (ACS Number 43211500-WSCA-15-ACS) between the State of Florida, Department of Management Services and Contractor, effective August 17, 2015, ("State Contract"). All the terms and conditions, covenants and representations contained in the State Contract and any amendments thereto, including those applicable to state and local government entities, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth herein. The terms and conditions set forth below will supersede any inconsistent terms and conditions set forth in the State Contract and any amendments thereto.

1. Substituted Party. All references in the State Contract to the State shall extend, and be equally applicable, to the District for work performed hereunder for the District. Except for terms that conflict with those herein, both the District and Contractor agree to be equally bound by the State Contract as if it were fully and directly entered into between the District and Contractor.
2. Term. This Agreement shall be effective upon execution by both parties and shall expire on March 31, 2018.
3. Notices. Notices to the District will be sent to the attention of the District's project manager by U.S. mail, postage paid, to Kim Cash. Changes to the District's project manager or address will be provided in writing to Contractor.
4. Payment. The District will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.). Documentation sufficient to satisfy auditing purposes must be provided with invoices.
5. Contingency. The District's performance and obligations to pay under this Agreement are contingent upon the District's governing board appropriating funds in its approved budget in each fiscal year of this Agreement.
6. Venue. Any action referenced in the State Contract associated with work performed by Contractor for the District will be brought exclusively in Hernando County, Florida. In any such action, Florida law will apply.
7. MyFloridaMarketPlace Vendor Registration. Any references to the MyFloridaMarketPlace vendor registration or transaction fee do not apply to the


relationship and obligations between the parties under this Agreement; provided, however, that Contractor's obligations to the State of Florida under the State Contract relating to the MyFloridaMarketPlace vendor registration and/or transaction fee shall remain intact.

8. Dispute Resolution. In the event any dispute or disagreement arises during the course of the project, including those concerning whether a deliverable should be approved by the District, Contractor will continue to perform the project work in accordance with the District's instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Executive Director. The Executive Director in consultation with the District's Office of General Counsel will issue a final determination. Contractor will proceed with the project work in accordance with the District's determination; however, such continuation of work will not waive Contractor's position regarding the matter in dispute. No project work will be delayed or postponed pending resolution of any disputes or disagreements.

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  01/30/2018

Amanda Rice, P.E. Date
Assistant Executive Director

PURE STORAGE, INC.

By:  01/30/2018

Gary Newgaard Date
Group Vice President, Public Sector
Authorized Agent for Company