

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

The Rector and Visitors of the University of Virginia
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the NASPO COMPUTER EQUIPMENT CONTRACT lead by the State of Minnesota for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official. This addendum allows for purchase of the following Computer Equipment/Services:

Band 5: Storage

2. Participation: Use of specific NASPO 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. Participating State Modifications or Additions to Master Agreement:

These modifications or additions apply only to actions and relationships within the Participating Entity.

3.1 Effective Date: Effective upon final executed signatures on the Participating Addendum through March 31, 2020 with an extension option of up to 36 months upon written agreement.

3.2 Administrative Fees: Contractor shall pay an administrative fee of .5% of the total gross revenue from the orders made through this Participating Addendum.

3.3 Reports: Contractor must submit quarterly sales reports which coincide with the Contractor fiscal calendar to the Participating State/Entity Primary Contact managing this contract. The Contractor shall provide Participating State/Entity with an electronic usage report in Excel format. Reports are due 15 days after the end of the quarter.

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

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

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

LEAD STATE

Name	Andy Doran
Address	50 Sherburne Avenue, Room 112
Telephone	651-201-2459
E-mail	Andy.Doran@state.mn.su

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	Michael Warlick University of Virginia
Address	1001 N. Emmet Street, Carruthers Hall
Telephone	434-924-8918
E-mail	warlick@virginia.edu

5. Purchase Order Instructions: All orders should contain the following:

- (1) Mandatory Language "PO is subject to NASPO Contract MNWNC-125"
- (2) Your Name, Address, Contact, & Phone-Number
- (3) Purchase order amount.
- (4) Orders shall be made out to the Contractor's AUTHORIZED reseller/partner approved to conduct business in the State of **Virginia**.

6. Price Agreement Number:


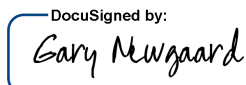
All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the Participating State contract number: UVA1999326 and the Lead State price agreement number: MNWNC-125.

7. Individual Customer:

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

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 are 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 both parties below.

Participating State: University of Virginia	Contractor: Pure Storage, Inc.
By:  6/5/2018 <small>DocuSigned by: 4FA82A3307344C2...</small> For The Rector and Visitors	By:  <small>DocuSigned by: 99998A7D6D7B46D...</small>
Name: of the University of Virginia Eric Denby, Director	Name: Gary Newgaard
Title: Procurement & Supplier Diversity Services Tracking #: 1999326	Title: Group VP, Public Sector
Date:	Date: 6/6/2018