

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint Cooperative Purchasing Program**

COMPUTER EQUIPMENT MASTER AGREEMENT  
Minnesota Master Agreement No.: MNWNC-122

**California Participating Addendum No. 7-15-70-34-012**  
NIMBLE STORAGE, INC. (Contractor)

This Participating Addendum Number **7-15-70-34-012** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Nimble Storage, Inc. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-122 ("Master Agreement") executed by the State of Minnesota.

**1. Scope**

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

**2. Term**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

### 3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-012
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-122

### 4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:  
[http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf).

### 5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

### 6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
  - 1) "Authorized Reseller"
    - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
    - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
    - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
    - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

**7. Invoicing**

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

**8. Usage Reporting**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	
OCT 1 to DEC 31	
JAN 1 to MAR 31	
APR 1 to JUN 30	

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.



**9. Administrative Fee**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:  
State of California  
Department of General Services, Procurement Division  
Attention: Multiple Awards Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	
OCT 1 to DEC 31	
JAN 1 to MAR 31	
APR 1 to JUN 30	

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**10. Contract Management**

- A. The primary contact individuals for this Participating Addendum shall be as follows:

Contractor	
Name:	Mary A. Reuss
Phone:	(612) 849-2548
Fax:	(408) 899-5158
E-Mail:	<a href="mailto:Mary.reuss@nimblestorage.com">Mary.reuss@nimblestorage.com</a>
Address:	211 River Oaks Parkway San Jose, CA 95134

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	<a href="mailto:Julie.Matthews@dgs.ca.gov">Julie.Matthews@dgs.ca.gov</a>
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

#### 11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

#### 12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.

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

**Participating State:**  
STATE OF CALIFORNIA

By:                     *Jim Butler*                    

Name:                     Jim Butler                    

Title:                     Deputy Director                    

Date:                     4/26/16                    

**Contractor:** NIMBLE STORAGE, INC.

By:                     *Aparna Bawa*                    

Name:                     Aparna Bawa                    

Title:                     VP, General Counsel                    

Date:                     April 20, 2016

**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-122**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Nimble Storage, Inc., 211 River Oaks Pkwy, San Jose, CA 95134 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-122, April 1, 2015, through March 31, 2017 ("Contract"), to provide 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 Materials Management Division 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. MNWNC-122 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 B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, 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.

<p><b>1. NIMBLE STORAGE, INC.</b> 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>Aparna Bawa</u> Signature</p> <p><u>APARNA BAWA</u> Printed Name</p> <p>Title: <u>VP, GENERAL COUNSEL &amp; SECRETARY</u> <sup>CORP.</sup></p> <p>Date: <u>FEBRUARY 11, 2017</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>Andy Dorman</u> Signature</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative</p> <p>By: <u>Kevin J. Jernstedt</u> Signature</p> <p>Date: <u>2/16/2017</u></p>
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EXHIBIT B: Pricing Schedule



COMPUTER EQUIPMENT  
2014-2020  
Updated 04/01/2017



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**1. BASELINE PRICE LIST: NIMBLE MSRP** [www.nimblestorage.com/wsc](http://www.nimblestorage.com/wsc)

2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	CATEGOR Y	MINIMUM DISCOUNT
BAND 5 STORAGE	5M	5%

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.

**3. THIRD PARTY PRODUCTS – None offered**

**4. SERVICES – 5%**

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 warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information see: [www.nimblestorage.com/support](http://www.nimblestorage.com/support) and [www.nimblestorage.com/docs](http://www.nimblestorage.com/docs).

**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.**

For all hardware/software, there will be a volume discount tied to cumulative \$ spent:  
Transaction >\$1M- additional 7% discount over minimum discount  
Transaction >\$5M additional 10% discount over minimum discount  
No volume discount for support or services.

Cumulative calculated Annually on total of Master Agreement Sales. Cumulative Discount will reset to 0 on the anniversary date of the Master Agreement (i.e. restart at 0 additional discount each contract year). Calculated for Hardware only (support and services will not be included)

>\$5M	Additional 2% discount over minimum discount
>\$10M	Additional 4% discount over minimum discount
>\$25M	Additional 6% discount over minimum discount
>\$50M	Additional 8% discount over minimum discount
>\$100M	Additional 10% discount over minimum discount