

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-121
NetApp, Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 160000452

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: **BAND 5 – STORAGE ONLY** led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the NASPO Master Agreement. The NASPO Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: **BAND 5 – STORAGE ONLY**. The configuration limits and restrictions for the NASPO Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state 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. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity'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 Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor'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. Contract Vendor terms and conditions that apply to this NASPO Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the NASPO Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

4.1 Authorized Participating Entities. The Commonwealth hereby designates Non-Executive Branch State Agencies and political subdivisions and authorized non-profits located in the Participating State as the ONLY authorized Participating Entities under this Participating Addendum. The Commonwealth Office of Technology (COT) is the ONLY Executive Branch State Agency that is permitted to use this Addendum. If the Contractor enters into an agreement or accepts an Order with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this Addendum for convenience in its entirety pursuant to Section 8 of the Master Service Agreement.

4.2 Governing Law. This PA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

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

Contractor

Name	Denise Orosco
Address	495 East Java Drive, Sunnyvale, CA 94089
Telephone	530-644-1467
Fax	
E-mail	Denise.orosco@netapp.com

Participating Entity

Name	Stephanie R. Williams
Address	702 Capitol Avenue, Room 096
Telephone	(502) 564-8621
Fax	(502) 564-6013
E-mail	Stephanier.williams@ky.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this NASPO Master Agreement independently have the option of

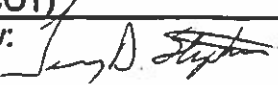

utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO Master Agreement.

All of Contractor's authorized partners are listed on the Kentucky landing page located at <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.apx>.


7. Terms. The Participating State/Entity is agreeing to the terms of the NASPO Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity within the State must include the Participating State contract No.: MA 758 1600000452 as well as the Lead State Master Agreement No.: MNWNC-121.

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: NetApp, Inc.
By: 	By: 
Name: Terry Stephens	Name: Robert Stein
Title: Executive Director	Title: VP Sales
Date: 9/28/2015	Date: 9/24/15

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By: 
Name: Donald R. Speer
Title: Executive Director
Date: 10/5/15

Commonwealth of Kentucky
Master Agreement Modification

MA 758 1600000452

Effective Date: April 1, 2017

Reason for Modification:

Amend the Participating Addendum, Section 4, to include the following:



4.3 The Commonwealth reserves the right to require state Executive Branch agencies authorized to use this PA to obtain quotes from Partners a party to the PA or from contractors awarded a Master Agreement for the same goods services as provided by this PA.

4.4 The Commonwealth reserves the right to work with the Contractor at a later date to initiate and implement a web enabled ordering mechanism, including a PunchOut feature into the Commonwealth's state procurement system, eMARS


4.5 The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

4.6 The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Ave., New Capitol Annex, Room 095, Frankfort, KY 40601.

Amend the Participating Addendum to extend through March 31, 2020 per the NetApp NASPO agreement MNWNC-121.

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: NetApp
BY: 	BY: 
Name: Jim Barnhart	Name: Robert Stein
Title: Deputy CIO	Title: VP Sales
Date: 3/22/17	Date: 3/23/17

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: 
Name: Joan Graham
Title: Executive Director
Date: 3/29/17