

AMENDMENT NO. 2 TO CONTRACT NO. MNWNC-121

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and NetApp, Inc., 495 E Java Dr, Sunnyvale, CA 94089 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-121, 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. Exhibit B: Pricing Schedule is **DELETED** in its entirety and **REPLACED** with the attached Exhibit B: Pricing Schedule.
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 October 2, 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>1. NETAPP, INC. 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>[Signature]</u> Signature <u>MATT FAWCETT</u> Printed Name Title: <u>Corporate Secretary, NetApp, Inc.</u> Date: <u>10/3/17</u></p> <p>By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>10/9/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>Original signed</u> Date: <u>OCT 09 2017</u> By Lucas J. Jannett</p>
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EXHIBIT B: Pricing Schedule



**COMPUTER EQUIPMENT
2014-2020
Updated 10/02/2017**



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: NETAPP NORTH AMERICAN PRICE LIST		TO BE POSTED ON WEBSITE	
2. BAND DISCOUNTS		CATEGORY	MINIMUM DISCOUNT
BAND 5 STORAGE		A,B,E,J,L,M N, F1,F3, G1, G2	16.5%
CATEGORY EXCEPTIONS: Velocity HW & SW		D,K	8.5%
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 - (APPLICABLE IN ALL BANDS)		C	3.5%
4. SERVICES – 15.5%		P,S,T,V,W,F2	
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. Netapp hardware includes a three year warranty, software warranty is 90 days. Customer may purchase warranty extension or augment the existing warranty.			
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 one or more WSCA-NASPO purchase orders received at one time with a North American list price over \$750,000.00, NetApp will provide an additional 10% discount to the WSCA-NASPO end user customer for that order only.			