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Enactment Date	10/25/17 <i>ad</i>

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Vernon Hal, Senior Business Officer *VH*
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date October 25, 2017

Subject Approval to purchase Nimble Storage shelves using NASPO Contract

Action Requested Approval by the Board of Education to use the NASPO Purchasing Program, Computer Equipment Master Agreement to purchase Nimble Storage shelves, controllers and support.

Background OUSD serves mission critical applications from our two data centers, including our Student Information System (AERIES), budget development tools, data dashboards, and a large number of integrations with our financial system and other externally-hosted applications. Our OUSD data centers also host a large amount of core infrastructure, including Windows management tools, backups, network infrastructure, virtualization tools, virus detection software, and many other key backbone technologies. Everything hosted and delivered through our data centers requires robust and secure storage.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Discussion

The district's current primary storage solution is Nimble AF-1000 arrays. This purchase raises the capacity of our current storage units and includes two storage shelves, two AF-3000 controllers (at no cost) and 33 months of support, co-termed with our current primary storage arrays, for \$196,836.75.

As Technology Services has worked to provide reliable systems to the district, the need for additional storage capacity has become increasingly important. Support for backup of critical data across our data centers and the need to move our virtual desktop (VDI) services to a reliable storage platform (our current VDI platform is no longer supported either by Dell or VMWare) has driven this need.

The NASPO ValuePoint Cooperative Purchasing Program is available for use by California political subdivisions and local governments for the purchase of computer equipment. The original agreement was signed on April 1, 2015, and amended to end on March 31, 2020. Nimble Storage, Inc. is a participating vendor in the NASPO program, Addendum No. 7-15-70-34-012. Decotech is Nimble Storage's agent and will provide sales assistance for purchase.

Recommendation

Approval by the Board of Education to use the NASPO piggyback program to purchase Nimble Storage shelves, controllers and support for \$196,836.75.

Fiscal Impact

\$196,836.75 from 9869901809: Measure J/Building Improvements

Attachments

Decotech Proposal - Nimble Shelves
NASPO ValuePoint Cooperative Purchasing Program Contract
MNWNC-122, California Addendum No. 7-15-70-34-012
NASPO Amendment 1, Extension to March 31, 2020
Contract Justification Form



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 17-2171

Department: Technology Services

Vendor Name: Nimble Storage, Inc.

Contract Term: Start Date: 4/1/2015 End Date: 3/31/2020

Annual Cost: \$ 196,836.75

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Additional storage space is needed for our district primary systems which are at 85% capacity. Nimble provides proprietary technology and we must purchase equipment from this manufacturer to match our current system.

Summarize the services this Vendor will be providing.

Two AF-3000 Nimble Shelves
Two AF-3000 Controllers
33 Months Service and Support

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Piggybacking off NASPO ValuePoint Cooperative Purchasing Program.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

AGREEMENT INCORPORATING MINNESOTA MASTER AGREEMENT AND THE STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES (PARTICIPATING ADDENDUM 7-15-70-34-012)
PIGGYBACK CONTRACT
FOR NIMBLE 46TB FIELD UPGRADES
AND RELATED PARTS AND INSTALLATION SERVICES

This agreement incorporating the piggybackable Minnesota Master Agreement (referred herein as the "Minnesota Agreement"), awarded on April 1, 2017 and the Participating Addendum by the State of California, Department of General Services (referred herein as the "Participating Addendum"), awarded on or about April 1, 2017 is entered into between the Oakland Unified School District ("District") and Nimble Storage, Inc. ("Nimble") (collectively "Parties") as follows:

RECITALS

WHEREAS, District has a need for cloud based storage equipment, related parts, installation and services; and

WHEREAS, District wants to purchase from NIMBLE in a cost-effective manner the items and services listed in the proposal attached as **Exhibit A** as well as installation and services related to the equipment purchase.

WHEREAS, NIMBLE entered into a contract with Minnesota and the State of California, Department of General Services, that are still valid contracts;

WHEREAS, section 20118 of the California Public Contract Code states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, the Minnesota Master Agreement and Participating Addendum contain "piggyback" provisions pursuant to section 20118 of the California Public Contract Code;

WHEREAS, the District has determined that it is in its best interests to purchase the cloud based Nimble storage equipment, related parts, installation, and services from NIMBLE by piggybacking on the Minnesota Master Agreement and Participating Addendum; and

WHEREAS, NIMBLE wants to provide the District with the cloud-based Nimble storage equipment, related parts, installation, and services pursuant to the terms of the Minnesota Master Agreement and Participating Addendum;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. The Minnesota Master Agreement, including all of its provisions and documents incorporated therein by reference or operation of law, attached hereto as **Exhibit B**.
 - 1.2. The Participating Addendum between the State of California, Department of General Services and Nimble Storage, Inc., including all of its provisions and documents incorporated therein by reference or operation of law, attached hereto as **Exhibit C**.

The Parties hereby acknowledge and agree that NIMBLE shall comply with all insurance and bond requirements of the Minnesota Agreement and Participating Addendum, and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), at the time NIMBLE executes this Agreement.

2. To the extent any term or condition of this Agreement or the proposal attached as **Exhibit A** are inconsistent with the Minnesota Agreement and/or Participating Addendum, the Minnesota Agreement and Participating Addendum shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Agreement which shall control over all other contradictory provisions.
3. The total cost for all the cloud based Nimble storage equipment, related parts, and installation services shall be \$196,836.75, as quoted by DecoTech Systems in **Exhibit A**. The District shall pay for the equipment, parts, and installation services after the following occurs:
 - 3.1. Delivery and complete satisfactory installation of all equipment and parts and invoice(s) for same.
4. NIMBLE hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the prices indicated and authorized or better terms than in the Minnesota Agreement and Participating Addendum.
5. NIMBLE shall deliver the cloud based Nimble storage equipment, related parts, installation, and support services according to the following delivery schedule:

All equipment, parts and services shall be provided, installed, and fully functioning no later than January 15, 2018.

6. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and

drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.

7. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and NIMBLE. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
8. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
9. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Alameda County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Minnesota Agreement and/or the Participating Addendum.
10. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purposes of this Agreement.
11. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: Oct 26, 2017

Dated: Oct 6, 2017

OAKLAND UNIFIED SCHOOL DISTRICT

NIMBLE STORAGE INC

By: 

By: 

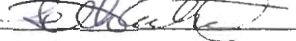
Print Name: James Harris

Print Name: CARLEEN LAM

Print Title: President, OUSD Board of Directors

Print Title: DIR. LEGAL COUNSEL

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Seth Eckstein, Attorney at Law

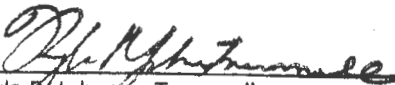

Kyla B. Johnson-Trammell
Secretary, Board of Education

EXHIBIT A

Agreement Incorporating Minnesota Master Agreement and Participating Addendum
OUSD and NIMBLE STORAGE, INC.



1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

PROPOSAL

DATE	NUMBER
9/28/2017	E17-19571

PREPARED FOR

Oakland Unified School District
Colleen Calvano
1011 Union Street
Oakland, CA 94607

CA License #862324

TERMS	FOB
Net 30	DESTINATION

QTY	ITEM	DESCRIPTION	UNIT \$	TOTAL
NIMBLE CAPACITY UPGRADE				
2	UPGD-CTLR-AF3000	Nimble Controller Upgrade AF1000 to AF3000	10,908.80	21,817.60T
2	UPGD-AF-46T	Nimble 46TB Field Upgrade (24x1920GB SSD)	72,150.40	144,300.80T
2	SLA-NBD-UPG	Nimble Parts Svc/SW Suppot for Controller Upgrade Co-Term with Existing Support - 33 Months	7,576.20	15,152.40
		Sub-Total		181,270.80
	Freight	Shipping & Handling	200.00	200.00
NOTE: ORDER MUST BE RECEIVED BY 10/27/2017 FOR THIS PRICING TO BE VALID.				
NASPO ValuePoint Contract #7-15-70-34-012 Master Agreement #MNWNC-122 Dates: 4/1/2015 to 3/31/2020				
Address P.O. to: Nimble Storage, Inc. 211 River Oaks Parkway San Jose, CA 95134				
Please fax Copy of P.O. to 925-954-1521				

Prices In Effect for 30 Days From the Date of This Quotation	Sales Tax (9.25%)	\$15,365.95
	Total	\$196,836.75

EXHIBIT B

Agreement Incorporating Minnesota Master Agreement and Participating Addendum
OUSD and NIMBLE STORAGE, INC.

EXHIBIT B: Pricing Schedule



COMPUTER EQUIPMENT
2014-2020
Updated 04/01/2017



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: NIMBLE MSRP www.nimblestorage.com/wska

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

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

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.

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 3rd Street, 2nd 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:	Mary.reuss@nimblestorage.com
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:	Julie.Matthews@dgs.ca.gov
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

Contractor:
NIMBLE STORAGE, INC.

By: *Jim Butler*

By: *Aparna Bawa*

Name: Jim Butler

Name: Aparna Bawa

Title: Deputy Director

Title: VP, General Counsel

Date: 4/26/16

Date: April 20, 2016