



21-448DOIT-INFOT-B-19727

DoIT - PURE Storage
Products

**STATE OF ILLINOIS
CONTRACT**

Department of Innovation and Technology
PURE Storage Products Agency Specific Contract
CIT1019727

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

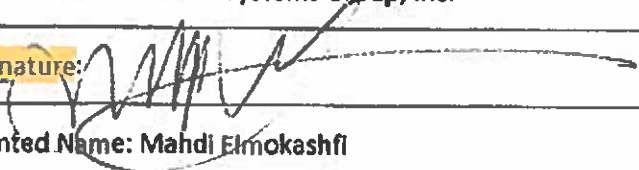
1. **DESCRIPTION OF SUPPLIES AND SERVICES**
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9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

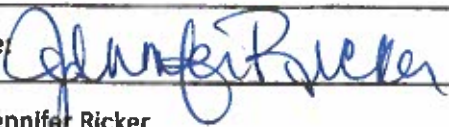


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Department of Innovation and Technology
PURE Storage Products Agency Specific Contract
CIT1019727

VENDOR

Vendor Name: Matrix Systems Group, Inc.	Address (City/State/Zip): Springfield, IL 62704
Signature: 	Phone: 217-522-4940
Printed Name: Mahdi Elmokashfi	Fax: 217-679-4657
Title: President	Email: mahdi@matrixsysinc.com
Date: 11/1/2021	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W. Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@illinois.gov & DoIT.GeneralCounsel@illinois.gov
Official Signature: 	Date: 11/29/21
Printed Name: Jennifer Ricker	
Official's Title: Acting Secretary	
Legal Signature: 	Date: 11/19/21
Legal Printed Name: Matthew Runyen	
Legal's Title: General Counsel	
Fiscal Signature: 	Date: 11/19/2021
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 21-448DOIT-INFOT-B-19727
- Project Title: PURE Storage Products Agency-Specific Contract
- Contract #: CIT2019727
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 21-448DOIT-INFOT-B-19727
- BidBuy / Bulletin Publication Date: 05/19/2021
- Award Code:
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** Vendor shall provide PURE Storage Products on an as needed basis.

Professional services includes Installation Services, Training, Data Migration, Support and Maintenance. Any professional services ordered will require a Statement of Work ("SOW") describing the services to be provided with defined deliverables and costs to be prepared and executed by the parties along with the order. All professional services SOWs shall not extend beyond the end of the contract.

Any Vendor terms and conditions on the Vendor's ordering document(s) shall not apply to the contract or any orders against it. Licensing terms are attached to this contract. Any additional terms and conditions with Pure Storage not attached to this contract, shall not apply to the contract or any orders against it unless such terms are mutually agreed to and executed in writing and attached to the order at the time of order. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder. The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed basis. Orders written through and including the last day of this contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, and most recent manufacture and not discontinued. If a product becomes discontinued or otherwise not available during the term, the Vendor may propose to substitute a product of equivalent or better functionality at no additional cost to the State, subject to approval by the Department of Innovation and Technology.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term. Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract to the customer.

- 1.2. MILESTONES AND DELIVERABLES:** All milestones and deliverables shall be included in the Statement of Work (SOW) pursuant to orders against this contract as described in Section 1.1 of this contract.
- 1.3. VENDOR / STAFF SPECIFICATIONS:** Vendor shall be authorized to resell PURE Storage Products, and provide pre and post sales support where applicable, throughout the term of this contract.

1.4. TRANSPORTATION AND DELIVERY:

1.4.1. Applicable to both software and hardware - Delivery must be within thirty (30) days after receipt of order. If Vendor does not ship software electronically per Sec. 1.4.2.1 below, then all software and hardware must be shipped to all State locations or email addresses as provided on the BOA. Vendor shall not add shipping cost for any shipments within the State of Illinois, regardless of address.

1.4.2. Additional requirements

1.4.2.1 Software-only DoIT prefers software to be delivered via Electronic Software Distribution to: DoIT.psvm@illinois.gov.

1.4.2.2 Hardware-only The Vendor must provide "F.O.B. destination, freight prepaid and charged back" for all DoIT ordered equipment. "F.O.B. destination, freight prepaid and charged back" is defined as Vendor pays the freight charges and adds to invoice, buyer bears freight charges, seller owns goods in transit, and seller files claims (if any). Therefore, Vendor will have door-to-door responsibility for delivery of operational equipment and will be responsible for any claims resulting from damaged or defective goods.

1.5. SUBCONTRACTING

Subcontractors are allowed.

1.5.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

1.6. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: State of Illinois

Value of services performed at this location: 100%

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

Vendor's website address which contains current Manufacturer's Suggested Retail Price ("MSRP") for all products offered in their catalog covered under this Contract is listed below. Pricing on this website must include List Price for each of the categories listed in the pricing matrix.

<https://matrixsysinc.com/GovtContracts.aspx>

Products	Discount
o Hardware	48%
o Software*	100%
o Installation Services	12%
o Maintenance	17%
o Data Migration Services	13%
o Support Services	20%
o Training	12%

***PURE STORAGE includes all existing and new software/features available as long as the hardware units are under support, therefore the Software category has a discount of 100%, i.e. free.**

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: See Section 2.1.1

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: There are no renewals options.

2.6 MAXIMUM AMOUNT: The total payments under this contract and all renewal options shall not exceed \$100,000,000.00 without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract is for a term of ten (10) years. This contract begins upon date of last execution.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: There are no renewal options.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 OTHER TERMINATION: The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.6 SUSPENSION: The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.7 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice on a per order basis.

Send invoices to:

Agency:	Department of Innovation and Technology
Attn:	Accounts Payable
Address:	120 West Jefferson Street
City, State Zip	Springfield, IL 62702
Email:	DoIT.AccountsPayable@illinois.gov

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in a non-proprietary format, promptly at the end of this contract, or earlier at the request

of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this Contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall immediately notify the State and will use best efforts to

immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax

requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any

dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices shall be sent to the individuals who signed this contract using the contact information as provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted

to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. <https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>

Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations. <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf> . If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>

State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.

- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

4.30 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued E Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

5. STATE SUPPLEMENTAL PROVISIONS

- Agency Definitions

- Required Federal Clauses, Certifications and Assurances

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

- Agency Specific Terms and Conditions

Other (describe)

Appendix A - Cloud Security

Appendix B - Existing State of Illinois PURE Storage Equipment

Pure Storage End User Agreement dated June 26, 2020 as agreed to by the parties

Pure Storage Professional Services Addendum as agreed to by the parties

Appendix A Cloud Security

- Vendor shall only use State or Participant data, or State-related or Participant-related data for the purposes stated in this Contract. Vendor shall not use State or Participant data, or State-related or Participant-related data, for any other purpose, including, but not limited to, data mining or bids on other government contracts. Vendor and/or its agents shall not resell nor otherwise redistribute information gained from its access to the State or Participants.
- Vendor shall not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State.
- Vendor shall have a documented security incident policy and procedure and must provide a copy with its proposal.
- Vendor acknowledges and warrants that it is National Institute of Standards and Technology (NIST) compliant with the service models it offers.
- Vendor shall restrict the location of information systems that receive, process, store, or transmit State of Illinois Personally Identifiable Information, as the term is defined in the National Institute of Standards and Technology Publication 800-122 <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>, to areas within the United States.
- Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-16) certifications and must provide the State with SOC 1 Type 2, SOC 2 Type 2, or equivalent certifications and other related documents, at initial implementation and on an annual basis going forward.
- Vendor must maintain a robust and reliable data backup system. Vendor must perform a daily backup of the data and systems. Vendor must maintain a minimum sixty (60) days of data backups. At least two weekly copies of the data and systems backups shall be archived and securely transported to a secure external site. Daily backup reports of all successful/failed systems backups/archives must be provided to the State. Data recovery must be accomplished with a minimum slowdown of system functions. Vendor must provide a copy of all data to the State without delay upon request by the State.
- Vendor must provide information on how the application will be recovered in the event of a disaster. This information should include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), and whether or not the Vendor utilizes an alternate location for recovery purposes. If Vendor uses an alternate location, distance of alternate location from the original

location must be provided. Vendor must provide annual certification that disaster recovery systems and processes have been successfully tested during that year.

- Vendor must perform Penetration testing at regular intervals according to Cloud Security Alliance (CSA) and Open Web Application Security Project (OWASP) recommendations.
- Vendor must allow the State of Illinois Technical Safeguards Unit the ability to perform vulnerability scans at initial implementation and when there are major modifications to the application as defined in the Vulnerability Scanning Agreement.
- DoIT may, at its own expense, and with reasonable notice to Vendor, conduct a security assessment of Vendor's solution which may include the following;
- Prior to initial "Official" production role out of the application,
 - Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application.
 - Manual verification of scan results with the same credentials
 - Manual testing of the application for vulnerabilities
 - DoIT will not conduct any DOS attacks
 - DoIT will not scan or test any infrastructure devices (servers, switches, routers, ips, etc.)
- On a quarterly basis for the for the first year after initial production deployment;
 - Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application.
 - Manual verification of scan results with the same credentials
 - Manual testing of the application for vulnerabilities
 - DoIT will not conduct any DOS attacks
 - DoIT will not scan or test any infrastructure devices (servers, switches, routers, ips, etc.)
- Prior to any enhancements or upgrades being deployed to production after the initial "Official" production role out of the application,

- Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application.
 - Manual verification of scan results with the same credentials
 - Manual testing of the application for vulnerabilities
 - DoIT will not conduct any DOS attacks
 - DoIT will not scan or test any infrastructure devices (servers, switches, routers, ips, etc.)
- Monthly vulnerability scan – no whitelisting, non-credentialed scan (same day every month).
 - Vendor is required to notify hosting provider that DoIT will be scanning but does not need any whitelisting
 - Remediation of high vulnerabilities and medium vulnerabilities within the application detected during the security assessments that are determined by the SOI to pose an unacceptable risk, must be remediated by the Vendor. Rescans to verify remediation prior to deployment to the production will be conducted by DoIT at its own expense.
 - Data Destruction: After transfer of data back to Agency and/or migration of data to a new or replacement system, and following verification of the data, Vendor must purge any of the State's data that resides on its computer hardware or software. Vendor must perform this purge in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. Agency reserves the right to verify that data has been properly transferred prior to erasure and to ensure that the data has been removed per this agreement. Vendor must certify in writing the method used including the date and time of data destruction.
 - Vendor must develop a System Security Plan (SSP) using the guidance from NIST Risk Management Framework (RMF) (NIST SP 800-18) to establish an information security program in accordance with the Federal Information Security Management Act (FISMA) and demonstrate compliance. Vendor will provide a security architecture diagram of Vendor's hosting environment as applicable to the protection of the State's data and application.
 - Security Control Assessment – Vendor must perform an internal security control assessment. Guidance to conducting and documenting a Security Control Assessment can be obtained from NIST SP 800-53A Guide for Assessing Security Controls in Federal Information Systems. The results of this assessment will be documented in a Security Assessment Report (SAR) to be approved by the State.

- Security Risk Assessment: Once Vendor receives the approved SAR, Vendor must then develop a Security Risk Assessment based on the applicable security controls. Guidance to conducting and documenting the Security Risk Assessment can be obtained in NIST SP 800-30.
- Plan of Action and Milestones (POA&M): After Agency reviews and approves the Security Risk Assessment, Vendor shall develop a POA&M. The POA&M should be a living document that is based on the findings and recommendations of the security assessment report. The POA&M should describe the deficiencies in the security controls, address the residual risk and detail plans for remediation. Vendor will provide the State monthly updates regarding progress toward remediation of identified deficiencies in security controls.
- Life-Cycle Management: Vendor or its Business Associate shall perform security system reviews and reauthorization of the system at the direction of Agency. Vendor or its Business Associate shall be responsible for meeting the following requirements:
 - (a) Performing continuous monitoring of the security system. Vendor's continuous monitoring must include periodically selecting a subset of the baseline controls for assessment. Based on assessment of these controls, subsequent remediation actions must be identified and implemented. The ongoing remediation process should include updating key documents such as the SSP and POA&M.
 - (b) Prior to any system or environmental modifications, Vendor must perform a security impact analysis. This must be included as a part of any change management or configuration management process. If the results of the modification indicate changes to security posture of the system, corrective actions should be initiated and appropriate documents revised and updated. The updating of the documentation and continuous monitoring should provide near real-time risk management.
- A monthly Security Status Report must be produced by the Vendor for Agency. The Status Report should provide essential information regarding the security posture of the system as well as the effectiveness of the controls deployed. Ongoing monitoring activities should be detailed as well as ongoing remediation efforts to address known vulnerabilities.
- Vendor shall ensure encryption of State of Illinois Personally Identifiable Information, as the term is defined in the National Institute of Standards and Technology Publication 800-122 <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>. Encryption must be in compliance with encryption related security controls as defined in IRS Publication 1075. <https://www.irs.gov/uac/Encryption-Requirements-of-IRS-Publication-1075> Vendor shall ensure any social security numbers utilized in the solution are encrypted during all phases of data use, including, data in motion, and data in use. Vendor shall ensure encryption of data at rest as soon as practical, and in no event beginning later than June 30, 2017.

- Vendor will notify the State's Chief Information Security Officer within 24 hours of any identified information breach or other security incident which impacts the State's data or application.
- If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and CMS technology and security Policies, Procedures, and Standards. When those Policies, Procedures and Standards do not address security and technology issues that arise, Vendor must adhere to IRS Publication 1075 as the standard.
- Vendor shall house all of data pertinent to this contract within the United States.
- Vendor shall ensure that production data is not used outside of the production environment.
- Vendor shall upon request provide proof of security awareness training for all of its employees and subcontractors.
- Vendor will provide proof of a satisfactory completion of a fingerprint-based background check as defined in the Department of Justice, Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy, Internal Revenue Service Publication 1075 and background check done by the Illinois State Police for all employees and subcontractors.

Appendix B
Existing State of Illinois PURE Storage Equipment

ADC (DR Site) X 90 556TB

Quantity	Product	Part Number
20	32G FC SFP, SW for XR2	FA-XR2-32G-FC-SFP-SR
2	FA-XR2-CNTRL-FC16 4-Port ADD ON Factory install	FA-XR2-CNTRL-FC16 4-Port ADD
1	PURE Storage FlashArray X90R3-FC-556TB-183/183-127/63-EMEZZ	FA-X90R3-FC-556TB-183/183-127/63-EMEZZ

Production CCF X 90 556TB

Quantity	Product	Part Number
20	32G FC SFP, SW for XR2	FA-XR2-32G-FC-SFP-SR
2	FA-XR2-CNTRL-FC16 4-Port ADD ON Factory install	FA-XR2-CNTRL-FC16 4-Port ADD
1	PURE Storage FlashArray X90R3-FC-556TB-183/183-127/63-EMEZZ	FA-X90R3-FC-556TB-183/183-127/63-EMEZZ

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: 21-448DOIT-INFOT-B-19727 Procurement/Contract #: CIT1019727

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: IPG-0453901

IPG Expiration Date: 2/25/22

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: N/A

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Auditor General	Novell	Active	\$9,700.00	E17-1284-070116
IL Secretary of State	Serena	Active	\$250,000.00	17IT023030
IL Dept of Innovation and Technology	Linux Statewide Master Contract	Active	\$750,000.00	CMS7965240

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Matrix Systems Group, Inc.

Phone: 217-522-4940

Street Address: 519 South Grand Avenue West

Email: mahdi@matrixsysinc.com

City, State, Zip: Springfield, IL 62704

Vendor Contact: Mahdi Elmokashfi

Signature: 

Date: 6/4/21

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Printed Name: Mahdi Elmokashfi

Title: President

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Matrix Systems Group, Inc.

Taxpayer Identification Number:

Social Security Number:

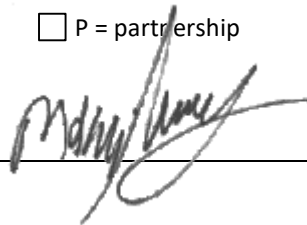
Or

Employer Identification Number: 37-1415846

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____



Date: June 4, 2021

F - G. Certifications & Board of Elections

MATRIX SYSTEMS GROUP, INC

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	2/24/2021
STATUS	Accepted
BUSINESS NAME	MATRIX SYSTEMS GROUP, INC
POINT OF CONTACT	Leann Vollbracht
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 710

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 710

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 710

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 710

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 710

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 710

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT.30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT

WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER

\$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

Yes

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

11741

Additional Information

STAFF ATTACHED FILE(S)

MATRIX SYSTEMS GROUP, INC

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	2/24/2021
STATUS	Accepted
BUSINESS NAME	MATRIX SYSTEMS GROUP, INC
POINT OF CONTACT	<u>Leann Vollbracht</u>
FLAG FORM	

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.



Additional Information

STAFF ATTACHED FILE(S)

I. Financial Disclosure & Conflicts of Interest

MATRIX SYSTEMS GROUP, INC

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	2/24/2021
STATUS	Accepted
BUSINESS NAME	MATRIX SYSTEMS GROUP, INC
POINT OF CONTACT	Leann Vollbracht
FLAG FORM	

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 









No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Leann Vollbracht on 2/24/2021
  IPG Percentage of Ownership and Distributive Income Form.docx (DOCX, 147.17 KB)	
  percentowner (DOCX, 127.84 KB)	
  IPG Percentage of Ownership and Distributive Income Form.docx (DOCX, 127.84 KB)	
  2021 ipg percentage of ownership and distributive income form 3.pdf (PDF, 112.18 KB)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

No

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

No

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS?

THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY SUSPENSION OR DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

7/10

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

7/10

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

7/10

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

7/10

No

Additional Information

STAFF ATTACHED FILE(S)

Ref: 00028529

END USER AGREEMENT

Effective Date: June 26, 2020

THIS END USER AGREEMENT (“**AGREEMENT**”) APPLIES TO THE HARDWARE, SOFTWARE, OR SUBSCRIPTION SERVICES, INCLUDING ANY HARDWARE OR SOFTWARE COMPONENTS THEREOF (COLLECTIVELY, “**PRODUCTS**”) AND PURE-BRANDED PROFESSIONAL SERVICES (“**SERVICES**”) THAT ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY - DOIT (“**END USER**”) OBTAINS FROM PURE STORAGE, INC. (“**PURE**”) OR FROM ANY THIRD PARTY AUTHORIZED BY PURE TO RESELL THE PRODUCTS AND SERVICES.

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2.1. Restrictions. End User will not directly or indirectly (i) reproduce, modify, distribute, assign, disclose or make available any portion of the Products (or any related documentation) to any third party (except as otherwise authorized herein); (ii) rent, lease or sublicense the Products, unless otherwise authorized by Pure in writing; (iii) reverse engineer, decompile, or disassemble any portion of the Products, or otherwise attempt to decrypt, extract or derive source code for, or any algorithms or data structures embodied within, any portion of the Products (except to the extent the foregoing restriction is expressly prohibited by applicable law); (iv) use the Products to develop a similar product or service; (v) transfer or copy the Software to, or use the Software on, any other product or device, including any second-hand or grey market hardware that End User has not purchased from Pure or a Pure authorized reseller; or (vi) publish or disclose to any third party any technical features, performance or benchmark tests, or comparative or competitive analyses relating to the Products, except for internal use by the End User or as may be authorized by Pure in writing. End User will remain fully and primarily responsible to Pure for compliance with this Agreement if End User permits any third party to access the Products. Any future release, update, or other addition to functionality of the Products made available by Pure to End User shall be subject to the terms and conditions of this Agreement, unless Pure expressly states otherwise. End User shall preserve and shall not remove, obscure or alter any copyright labels required by law or other proprietary notices in the Products or related documentation.

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3. PRE-RELEASE PRODUCTS AND FEEDBACK.

3.1. Pre-Release Products. If mutually agreed by the parties, Pure may make available to End User beta or pre-release versions of the Products (“**Pre-Release Products**”). End User acknowledges that the Pre-Release Products (i) are not at the level of performance or compatibility of final, generally available products; (ii) may not operate correctly; (iii) may be modified prior to being made generally available; (iv) may not be made available for general release; and (v) may not be used in a production environment. End User agrees to notify Pure of any bugs or problems in the Pre-Release Products.

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5. WARRANTY AND DISCLAIMER.

5.1. Hardware Warranty. Subject to this Section 5, Pure warrants that the Pure hardware will perform in substantial accordance with the corresponding Product documentation for three years from the date of shipment by Pure. The Evergreen Subscription benefits described in Section 4 extend beyond the limited warranty for the Pure hardware for the term purchased by End User.

5.2. Software Warranty. Subject to this Section 5, Pure warrants that the Software will perform in substantial accordance with the corresponding Product documentation for 90 days from the date of shipment by Pure. The Evergreen Subscription benefits described in Section 4 extend beyond the limited warranty for the term purchased by End User.

5.3. Limited Warranty Process. End User may contact Pure via email at support@purestorage.com or phone at +1 (866) 244-7121 for



warranty service. If a return is required, End User must obtain a return material authorization number from Pure and return the Product in secure packaging, freight prepaid, as instructed by Pure. Under the hardware warranty, Pure, at its option, either (i) will repair or replace any defective Product with Product or components of equal or greater functionality as the returned Product, or (ii) will refund the purchase price paid to Pure for such Product, reduced on a straight-line basis over a three-year life. Replacement Products or components will continue to be warranted for the remainder of the applicable warranty term. Repair, replacement or refund is the sole and exclusive remedy for breach of this warranty. Under the Software warranty, Pure will provide End User access to bug fixes and emergency patches. This warranty is provided to the original End User only and is not transferable.

5.4. Exclusions. The warranties herein do not cover defects or damages resulting from: (a) use of Products other than in a normal and customary manner in accordance with Pure's documentation; (b) physical or electronic abuse or misuse, accident, or neglect; (c) alterations or repairs made to Products that are not authorized by Pure in writing; or (d) damage caused by fire, flood, or environmental faults. Pre-Release Products are provided without warranty or liability of any kind, for use at End User's own risk. Pure will use reasonable efforts to destroy (but have no liability for any loss or inadvertent disclosure of) data stored or remaining on a Product returned to Pure. Under this Agreement, all returned Products and components become the property of Pure. Pure does not honor any warranties or support contracts for Products purchased through grey market channels (i.e. sources and/or sales channels other than authorized Pure resellers, regardless of what may be advertised).

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6. INDEMNIFICATION. Pure will indemnify and defend End User, at Pure's expense, against any action brought by a third party against End User to the extent that the action is based upon a claim that the Products directly infringe any copyrights or U.S. patents or misappropriate any trade secrets, and Pure will pay those costs and damages finally awarded by a court of competent jurisdiction against End User in any such action that are specifically attributable to such claim or those costs and damages agreed to by Pure in a monetary settlement of such action. If End User's use of the Product is, or in Pure's opinion is likely to become, enjoined as a result of an infringement claim, Pure will, at its option and expense, either (i) procure the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing and remains functionally equivalent; or (iii) if, despite its commercially reasonable efforts, Pure is unable to do either (i) or (ii), Pure will accept return of the Product, terminate the rights herein, and pay to End User a prorated refund of the money paid to Pure for the purchase of such Product, reduced on a straight-line basis over a three-year life. Notwithstanding the foregoing, Pure will have no obligation with respect to any infringement claim based upon (a) any use of the Product that is not in accordance with this Agreement or the corresponding Product documentation if

such infringement would not have arisen but for such use; (b) any use of the Product in combination with other products, equipment, software, or data not supplied by Pure if such infringement would not have arisen but for such combination; (c) the use of any release of the Software other than the current and immediately preceding version; or (d) any modification of the Product by any person other than Pure if such infringement would not have arisen but for such modification. This Section 6 states Pure's entire liability, and End User's sole and exclusive remedy, for infringement claims and actions. The foregoing obligations are subject to End User notifying Pure promptly in writing of such action, giving Pure sole control of the defense thereof and any related settlement negotiations, and cooperating in such defense at Pure's reasonable request and expense (including reasonable attorneys' fees).

7. LIMITATION OF LIABILITY. IN NO EVENT WILL PURE, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES NOR ITS SUPPLIERS (COLLECTIVELY, THE "PURE PARTIES") BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR LOST PROFITS, LOST OR CORRUPTED DATA, OR INTERRUPTION OF BUSINESS ARISING IN CONNECTION WITH THE USE OF THE PRODUCT OR SERVICES OR IN CONNECTION WITH ANY OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF THE PURE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN PURE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PURE PARTIES' AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR PAYABLE BY END USER UNDER THE RESELLER AGREEMENT FOR PRODUCTS OR SERVICES THAT GAVE RISE TO SUCH CLAIM.

8. PRODUCT DIAGNOSTIC REPORTING. End User acknowledges that the Products store certain diagnostic information about the routine operations of the Product, including performance, capacity usage, data reduction ratios, configuration data, and hardware faults ("Pure1 Reports") and, when enabled by End User, periodically transmit these Pure1 Reports to Pure and authorized End User partners. End User understands and agrees that End User data stored on the Products is not accessed, transmitted or provided to Pure or any third party as part of the Pure1 Reports. Pure retains all right, title, and interest in the Pure1 Reports. End User agrees that the collection and transmission of such Pure1 Reports is necessary to facilitate any Subscription Services and certain support services under an Evergreen Subscription.

9. CONFIDENTIAL INFORMATION.

9.1. Data Privacy. End User is solely responsible for data (including personal data) managed or stored using the Products and for compliance with all applicable data privacy laws related thereto. In the event End User provides Pure with personal data (i.e. business contact details) in connection with the performance of this Agreement, the parties will ensure that such personal data is disclosed and handled in accordance with applicable data protection laws. Notwithstanding anything to the contrary contained herein, it is expressly understood by the parties that Pure does not host or have read or write access to the End User data stored by End User on the Products.

9.2. Confidentiality. "Confidential Information" means any nonpublic information exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140) of a disclosing party ("Discloser"), disclosed in written or digital media, received by the receiving party ("Recipient"), that is identified as "confidential" or with a similar legend at the time of such disclosure. Pure's Confidential Information may include all non-public information relating to, or



derived from, the Products and Services, including technical features, benchmark results, or performance results. Information does not constitute a party's Confidential Information if it (a) is already known by Recipient without obligation of confidentiality; (b) is independently developed by Recipient without use of Discloser's Confidential Information; (c) is publicly known without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. Recipient shall: (i) not use or disclose any Confidential Information except as expressly authorized by this Agreement or Discloser; (ii) protect Discloser's Confidential Information using the same degree of care that it uses with respect to its own confidential information of a like nature, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances; and (iii) limit access to Discloser's Confidential Information to its employees, affiliates, agents, or authorized representatives having a need to know and who are bound by confidentiality obligations no less protective to those contained herein. Recipient shall take prompt and appropriate action to prevent unauthorized use or disclosure of Discloser's Confidential Information. Recipient's obligations under this Section 9.2 survive termination and continue for five (5) years from the date of termination of this Agreement. All tangible materials containing Confidential Information shall remain the property of Discloser. Upon termination, Recipient shall cease any use of Confidential Information. Upon Discloser's written request, the receiving party shall promptly return (or at Discloser's option, destroy) all documents and tangible materials containing any portion of, or summarizing, Discloser's Confidential Information. At Discloser's request, an authorized representative of Recipient shall provide a certificate attesting to compliance with this section. If any Confidential Information must be disclosed to any third party by reason of legal, accounting, or regulatory requirements, Recipient shall use best efforts to promptly notify Discloser of the order or request and permit Discloser (at its own expense) to seek an appropriate protective order.

10. GENERAL PROVISIONS.

10.1. Governing Law and Venue. This Agreement will be governed and interpreted by and under the laws of the State of Illinois, without giving effect to any conflicts of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.2. Termination. The license in Section 1.1, and End User's rights to use the Software, will terminate immediately in the event that: (i) End User returns the Product to Pure as provided herein; or (ii) End User materially breaches any provision of this Agreement and, if capable of cure, fails to cure such breach within 30 days from the date of Pure's written notice to End User. Upon any such termination, End User shall promptly discontinue all use of the Software. Sections 2, 3.2, 5.4, 6, 7, 9, and 10 will survive any termination of this Agreement.

10.3. Notices. Except as specifically stated, all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight delivery such as Federal Express, or registered mail (return receipt

requested) and shall be deemed given upon personal delivery or upon confirmation of receipt.

10.4. Compliance with Laws. The parties agree to comply with all laws applicable to the distribution and use of the Product and performance of its obligations under this Agreement.

10.5. Severability; Waiver. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.6. Export. The Products and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. End User agrees not to export, re-export, or transfer, directly or indirectly, any technical data acquired from Pure, or any products incorporating such data, in violation of applicable export laws or regulations. For purposes of Pure's compliance with applicable export laws, End User agrees to provide Pure with applicable end use information upon Pure's request.

10.7. No Assignment. This Agreement, and End User's rights and obligations herein, may not be assigned by End User without Pure's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment in violation of the foregoing will be null and void. This section shall not apply to transfer or assignment under the Department of the State of Illinois.

10.8. U.S. Government End Users. The Products and related documentation are "commercial off the shelf items" as defined in FAR 2.101 and their use is subject to the policies set forth in FAR 12.211, FAR 12.212 and FAR 227.7202, as applicable.

10.9. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, volcanic eruption, material shortages or any other cause that is beyond the reasonable control of the party.

10.10. Privacy. This Agreement is subject to Pure's [Privacy Policy](#), which constitutes an integral part of this Agreement. End User is solely responsible for personal data managed or stored using the Products, and for compliance with all applicable data privacy laws related thereto.

10.11. Entire Agreement; Modification. This Agreement, including any terms referenced herein, is the entire agreement between the End User and Pure with respect to the subject matter hereof. Any varying or additional terms relating to the subject matter hereof in any purchase order, discussion, or other written document will be of no effect. This Agreement, including any rights hereunder, may be extended or amended by the parties in writing.

[signature block on following page]



IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the Effective Date.

PURE STORAGE, INC.

END USER: ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY - DOIT

DocuSigned by:

Joe Fitzgerald

60D98776980C415

Name: Joe Fitzgerald

Title: Chief Legal Officer

Date: 6/30/2020

Address: 650 Castro Street, Mountain View, CA 94041

Margaret 2. van Dijk

Name: *Margaret van Dijk*

Title: *General Counsel*

Date: *June 30, 2020*

Address: 120 W Jefferson St, Springfield, Illinois 62702-5170
United States

Approved as to legal form and content MR 6-30-2020

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (“**Addendum**”) is applicable to the Pure-branded installation, configuration, data migration, or other professional services (“**Services**”) performed by or on behalf of Pure and the hardware/software modifications, work product and other deliverables developed by or on behalf of Pure in the course of performing the Services (“**Improvements**”), as purchased by the end user (“**End User**”) from Pure Storage, Inc. or its wholly owned affiliates (“**Pure**”) or a Pure authorized reseller. A description of Pure’s Services can be found in the SKU description and Pure’s [Professional Services Guide](#) (“**Services Guide**”). For the avoidance of doubt, the document contained in the hyperlink for Pure’s Professional Services Guide (and any incorporated hyperlinks or terms within that guide) is technical and is only intended to be informational to supplement this Addendum and not intended to impose additional legal terms and conditions on End User. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Addendum and the Professional Services Guide contained in the hyperlink to this Addendum, then the terms and conditions of this Addendum and the Agreement shall prevail over the Professional Services Guide or other writings. If necessary, Pure and End User may enter into Statements of Work (“**SOW(s)**”) that reference this Addendum to further describe the Services and Improvements, and any such SOW shall be incorporated herein by reference.

1. OWNERSHIP & LICENSE. Each party owns all of its intellectual property rights and other proprietary rights existing, owned, or otherwise licensed by such party prior to the performance of Services (“**Pre-Existing IP**”). Pure owns all intellectual property rights and other proprietary rights in and to the Improvements. In no event will Improvements be deemed to include End User Pre-Existing IP or End User Confidential Information. Subject to payment of fees for such Services to the Pure-authorized reseller and End User’s compliance with the terms and conditions of this Addendum, the Services Guide and any applicable SOW, Pure hereby grants to End User, and any third party that End User authorizes to perform services involving Pure Products or Services solely for End User’s benefit, a fully paid-up, royalty-free, non-transferable, non-sublicensable license to install, operate, and use the Improvements, solely for End User’s internal business operations and in accordance with the Services Guide or any applicable SOW. End User shall not (i) re-distribute the Improvements to any non-State of Illinois third party entities (and in any case, only for the benefit of End User) except as expressly permitted by Pure; (ii) copy the Improvements, except as reasonably necessary for End User’s use of the Improvements as permitted herein; (iii) modify or create derivative works of the Improvements unless otherwise authorized in writing by Pure; (iv) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Improvements or any part thereof; (v) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Improvements, including any copy thereof; (vi) use any Improvements in a manner or for any purpose that infringes, misappropriates, or otherwise violates any law or intellectual property right; or (vii) otherwise use the Improvements beyond the scope of the license granted under this Addendum, the Services Guide, or any applicable SOW.

2. REPRESENTATIONS & WARRANTIES. Pure represents and warrants that (i) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services; (ii) it is in compliance with, and shall perform the Services in compliance with, all applicable laws; (iii) the Services and Improvements will be in conformity in all material respects with the requirements or specifications stated in this Addendum, the Services Guide, and any applicable SOW for a period of 30 days after delivery to End User. If any element of the Services or Improvements does not conform to the foregoing warranty, End User shall notify Pure in writing within 30 days after delivery of such Service or Improvement, and Pure shall use commercially reasonable efforts to cure such nonconformance. This clause states Pure’s entire liability, and End User’s sole and exclusive remedy, for warranty claims for Services. EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED HEREIN, PURE HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, UNDER THIS ADDENDUM. END USER IS RESPONSIBLE FOR ENSURING THAT IT HAS APPROPRIATE DATA BACK-UP, DATA RECOVERY, AND DISASTER RECOVERY MEASURES IN PLACE.

3. ASSUMPTIONS. End User shall (i) provide such access to End User’s premises and operating environment as may reasonably be requested by Pure for the purposes of performing the Services or developing the Improvements; (ii) respond promptly to any Pure request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Pure to perform the Services or develop the Improvements, and ensure that each of the

foregoing is complete and accurate in all material respects; (iii) ensure that all End User equipment (other than Pure Products) is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements; (iv) secure all necessary rights, licenses, consents, approvals and authorizations necessary for Pure to use any third party materials or intellectual property that are in End User’s environment and necessary for Pure to perform the Services and develop the Improvements; and (v) perform any other end user obligations identified in the Services Guide or applicable SOW as agreed to by the End User. If Pure’s performance of its obligations under this Addendum is prevented or delayed by End User’s material breach of this section or any act or omission of End User, Pure shall not be liable for any costs, charges or losses sustained or incurred by End User, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. SUBCONTRACTORS. Pure may subcontract the performance or development of any of the Services or Improvements by providing prior written notice to End User. Pure shall be responsible and liable for: (i) the acts and omissions of such subcontractor to the same extent as if such acts or omissions were by Pure or its employees, and (ii) all fees and expenses payable to any subcontractor.

5. FEES. The cost for all Services and Improvements shall be determined between End User and Pure or the Pure-authorized reseller, as applicable.

6. TRAINING. Any and all training provided by Pure will be performed pursuant to the [Pure Training Program Terms and Conditions](#). For the avoidance of doubt, the document contained in Pure’s Training Program Terms and Conditions is intended to be informational to supplement this Addendum and not intended to impose additional legal terms and conditions on End User. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Addendum and Pure’s Training Program Terms and Conditions, then the terms and conditions of this Addendum shall prevail over Pure’s Training Program Terms and Conditions or other writings.

7. ON-SITE SERVICES. While performing on-site Services at End User’s facilities, Pure personnel will follow End User policies and procedures made available to such personnel in writing.

8. MIGRATION HARDWARE. In performance of Services, or for the benefit of End User or Pure’s authorized reseller in the implementation of Pure Products, Pure may, in its sole discretion, utilize loaned Products for temporary use in End User’s environment (“**Migration Hardware**”). Pure retains title to all such Migration Hardware. For the earlier of (i) the duration of performance of such Services or Product implementation, (ii) the period of time identified on the applicable Quote, or (iii) six (6) months, Pure grants End User a limited, revocable license, to access and use the Migration Hardware for its internal purposes in connection with the Services or Product implementation. Upon completion of Services or Product implementation, Pure shall remove such Migration Hardware, or End User shall return such Migration Hardware to Pure in accordance with Pure’s reasonable shipping instructions. Shipment costs for, and risk of loss to, Migration Hardware shall be borne by Pure. Migration Hardware is not available for sale to End User.

9. GENERAL TERMS. This Addendum supplements the Pure End User Agreement executed by the Parties dated June 26, 2020. Capitalized terms not specifically defined in this Addendum will have the same meaning as in the End User Agreement.

The parties' authorized representatives have executed this Addendum as of the date last executed below.

PURE STORAGE DocuSigned by:

Signature:  _____

Name: Nikl Armstrong

Title: VP, General Counsel

Date: 11/1/2021

END USER:

Signature: _____

Name: _____

Title: _____

Date: _____

Reviewed as to legal clause sufficiency
RM
11.1.2021