State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1408	CONTRACT AMENDMENT	
	Participating Addendum No.:	05815-015
	Master Pricing Agreement No.:	MNWNG-122
Nimble Storage Inc. 211 River Oaks Parkway San Jose, CA 98501	Amendment No.:	1
	Effective Date:	May 1, 2016

FIRST AMENDMENT
TO
CONTRACT NO. 05815-015
NASPO MASTER AGREEMENT NO. MNWNG-122

This First Amendment ("Amendment") to Contract No. 05815-014 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Numble Storage Inc. ("Contractor") and is dated as of May 1, 2016.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain WSCA-NASPO Cooperative Purchasing Contract, by Participating Addendum, for Computer Equipment dated effective as of March 10, 2016 ("Contract").

B. The amendment set forth herein is within the scope of the Contract.

C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1) SCOPE. The Participating Addendum is Amended to include the following Peripherals/Accessories/Options:

   a) Desktop printers, limited to.

      i) Devices that do not copy as the primary function;

      ii) Paper supply not greater than two (2) drawers;

      iii) Paper size capacity up to 8-1/2" x 14"

iv) Up to 60 ppm;

b) Ruggedized devices. A rugged or ruggedized computer is a computer specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

2) NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3) INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4) AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5) COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

NIMBLE STORAGE INC.		STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES	
By:	DocuSigned by: Colleen Lam B2D191E940CF488...	By:	Greg Tolbert
Name:	Colleen Lam	Name:	GREG G TOLBERT
Title:	Sr. Director, Legal	Title:	Legal Services Mgr
Date:	6/2/2016	Date:	6.3.2016