

**AMENDMENT NO. 1  
TO  
AGREEMENT  
BETWEEN  
THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
AND  
KST DATA INC.  
FOR  
EQUIPMENT PROVISIONING SERVICES FOR HYPERCONVERGED SOLUTION**

This Amendment No. 1 to the Agreement for Equipment Provisioning Services for Hyperconverged Solution executed on July 11, 2019 (hereinafter referred to as the "Contract") is entered into by and between KST Data Inc. (hereinafter referred to as "Contractor") and the Texas Comptroller of Public Accounts (hereinafter referred to as "CPA"), a state agency of the State of Texas (collectively referred to as "the Parties"). The Parties herein desire to provide for the addition to the Contract of one (1) node with associated support and to make other modifications as stated herein as evidenced by the signatures of their respective duly authorized representatives below.

1. Part IV, Section G.1 of the Contract is hereby amended by adding the following:

"In the event the Equipment specified in Attachment A is discontinued or otherwise becomes unavailable from the original Equipment manufacturer ("OEM"), Contractor shall allow CPA to procure the OEM designated proposed like-for-like successor model and configuration at the same hardware discount level as the original Equipment and specification listed in Attachment A, Equipment Specifications. The OEM designated like-for-like successor model and configuration price shall not exceed the original contracted Equipment price with the same equivalent features or comparable performance. Contractor agrees to provide the percentage discount from the manufacturer's suggested retail price (MSRP) on Attachment B, Pricing Schedule for the successor model. If CPA would like changes to the OEM designated successor model and configuration, then Contractor agrees to update pricing and specifications accordingly.

CPA's cost for any successor model shall not exceed the pricing calculated based on the percentage discount guaranteed in this Contract. CPA shall review the Equipment specifications of the OEM successor model and may request updated specifications and pricing adjustments prior to the execution of a contract amendment and the issuance of a revised PO."

2. Attachment A (Equipment Specifications) to the Contract is hereby amended by adding the attached Attachment A-Amendment No 1 for the specified Equipment and associated support pursuant to Part IV, Section G.1 of the Contract. The CPA Hyperconverged Configuration #10 in Attachment A-Amendment No 1 is the successor model to CPA Hyperconverged Configuration # 9 which has been discontinued or is otherwise unavailable from the original equipment manufacturer ("OEM").
3. Contractor shall provide Equipment Provisioning Services as described in the Contract for one (1) node in CPA Hyperconverged Configuration #10.
4. The Initial Period of Coverage for the Equipment described in this Amendment No. 1 shall be the sixty (60) month time period that begins on the date CPA accepts the Equipment.

5. Attachment B (Pricing Sheet) to the Contract is hereby amended by adding the attached Attachment B-Amendment No. 1.
6. This Amendment No. 1 shall be effective as of the date it is signed by CPA, after having first been signed by Contractor.
7. This Amendment No. 1, together with Attachment A-Amendment No. 1; and Attachment B- Amendment No. 1; represents the entire agreement between the Parties hereto concerning the subject matter of this Amendment No. 1 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, questions, and negotiations concerning the subject matter of this Amendment No. 1.
8. Except as expressly provided herein, all other provisions of the Contract, remain unchanged and are in full force and effect and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment No. 1. If the provisions of the Contract or this Amendment No. 1 conflict, the order of precedence shall be: first this Amendment No. 1 then the Contract.

The Parties to this Amendment No. 1 have read and understand the terms and conditions and provisions set forth in this Amendment No. 1 and agree to abide by them. The undersigned signatories represent and warrant that they have full authority to enter into this Amendment No. 1 on behalf of the respective parties. This Amendment No. 1 may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**KST Data Inc.**


By:   
 Signature

Mark Edson  
 Printed Name

Vice President of Sales  
 Title

01/02/2020  
 Date

**Texas Comptroller of Public Accounts**

  
 Signature

Lisa Craven  
 Printed Name

Deputy Comptroller  
 Title

1.2.2020  
 Date

**SOW ID# CPA-000029-AMD 1**

**Approved by DIR**

DocuSigned by:  
  
 7F04C0B913D547B...  
**Chief Procurement Officer**

1/18/2020 | 8:20 AM CST  
 DATE

**Attachment A  
Equipment Specifications  
Amendment No. 1**

<b>CPA Hyperconverged Configuration #10 Nutanix Hardware Solution NX-8155-G6, 1 Node</b>		
<b>Nutanix Manufacturer Part#</b>	<b>Description</b>	<b>Quantity</b>
NX-8155-G6-78zu5	NX-8155-G6 with Intel Skylake 615, 1 Node Nutanix Hardware Platform	1
422-C-CPU-6152	Intel Skylake Processor 2.1 GHz 22-core Skylake 6152 CPU	2
422C-MEM-64LR4-26A	64GB DDR4 2666MHz Memory Module	16
422-C-HDD-NONE	No HDD	1
C-SSE-3.84TB-B5-A	3.84TB Self Encrypting SSD (SED) 3.5" Drive Carrier	12
422-C-NIC-10GBT2-A	10GBase-T, 2-port, Network Adapter (Intel X550-AT2)	2
422-C-CBL-NONE	No Cables and No Transceivers	1
S-MCW-8155-G6-AF-62mo	<b>62 Months</b> Mission Critical Workload Support for NX-8155-G6 (All Flash) starts on date of shipment by the OEM. KST Data has included 2 additional months to reduce or eliminate the potential support gap created by the Acceptance period.	1
422-L-ULT-8155-G6	LIC, ULT for NX-8155-G6 ; Valid for LOD	1

**ATTACHMENT B  
PRICE SHEET  
AMENDMENT No. 1**

**Table 1 in Attachment B of the Contract is amended by adding the following pricing for the below listed Equipment:**

<b>Line #</b>	<b>Description</b>	<b>Qty.</b>	<b>Monthly Price (Each)</b>	<b>Monthly Price Extended</b>	<b>Subtotal Price 60 Month Initial Period of Performance</b>	<b>Discount Rate % for OEM Successor Model*</b>	<b>Monthly Price for Extended Period of Performance (Mos 61-84)</b>
10	CPA Hyperconverged Configuration #10 with Full Service Maintenance Nutanix Hardware Platform NX- 8155-G6, 1 Node	1	\$5,863.00	\$5,863.00	\$351,780.00	25%	\$ 4,429.88