

**AMENDMENT NO. 2
TO
AGREEMENT
BETWEEN
THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
KST DATA INC.
FOR
EQUIPMENT PROVISIONING SERVICES FOR HYPERCONVERGED SOLUTION**

This Amendment No. 2 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. Attachment A (Equipment Specifications) to the Contract is hereby amended by adding the attached Attachment A-Amendment No 2 for the specified Equipment and associated support pursuant to Part IV, Section G.1 of the Contract. The CPA Hyperconverged Configuration #11 in Attachment A-Amendment No 2 is the successor model to CPA Hyperconverged Configuration # 10 which has been discontinued or is otherwise unavailable from the original equipment manufacturer ("OEM").
2. Contractor shall provide the services as described in Attachment A of the Contract, for one (1) node in CPA Hyperconverged Configuration #11.
3. 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.
4. Attachment B (Pricing Sheet) to the Contract is hereby amended by adding the attached Attachment B-Amendment No. 2.
5. This Amendment No. 2 shall be effective as of the date it is signed by CPA, after having first been signed by Contractor.
6. This Amendment No. 2, together with Attachment A-Amendment No. 2; and Attachment B- Amendment No. 2; represents the entire agreement between the Parties hereto concerning the subject matter of this Amendment No. 2 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. 2.
7. 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. 2. If the provisions of the Contract or this Amendment No. 2 conflict, the order of precedence shall be: first this Amendment No. 2 then the Contract.

The Parties to this Amendment No. 2 have read and understand the terms and conditions and provisions set forth in this Amendment No. 2 and agree to abide by them. The undersigned signatories represent and warrant that they have full authority to enter into this Amendment No.

2 on behalf of the respective parties. This Amendment No. 2 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.

Texas Comptroller of Public Accounts

By:



Signature

DocuSigned by:

11EA6DEF0EC441E...

Signature

Mark Edson

Printed Name

Lisa Craven

Printed Name

Vice President

Title

Deputy Comptroller

Title

11-30-2020

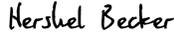
Date

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Date

Approved by DIR

DIR SOW ID# CPA-000029 Amendment 2

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Chief Procurement Officer

12/17/2020 | 12:36 PM CST

DATE

**Attachment A
Equipment Specifications
Amendment No. 2**

CPA Hyperconverged Configuration #11 Nutanix Hardware Solution NX-8155-G7, 1 Node		
Nutanix Manufacturer Part#	Description	Quantity
NX-8155-G7-BA0K B	NX-8155-G7 1 Node	1
C-CPU-5220-R	Intel Xeon Gold Processor 5220R (2.2 GHz, 24 cores, Cascade Lake Refresh)	2
C-MEM-64GB-2933-A	64GB Memory Module (2933MHz DDR4 RDIMM)	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	10GbE Dual Base-T Network Adapter	2
Support Term	62 Months Mission Critical Workload Support for NX-8155-G7 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
L-ULT-8155-G7	License, Ultimate entitlement for NX-8155-G7; Valid for life of device	1

**ATTACHMENT B
PRICE SHEET
AMENDMENT No. 2**

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

Line #	Description	Qty.	Monthly Price (Each)	Monthly Price Extended	Subtotal Price 60 Month Initial Period of Performance	Discount Rate % for OEM Successor Model*	Monthly Price for Extended Period of Performance (Mos 61-84)
11	CPA Hyperconverged Configuration #11 with Full Service Maintenance Nutanix Hardware Platform NX-8155-G7, 1 Node	1	\$5,863.00	\$5,863.00	\$351,780.00	25%	\$ 4,429.88