

**Order Form 5010001767
Pure as a Service Terms and Payment Schedule Acceptance**

This Order Form is governed by OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (# 23-6692-03) Contract

THIS PURE AS A SERVICE (EVERGREEN//ONE) ORDER FORM ("Order Form") is entered into as of [DATE] ("Order Form Effective Date"), by City of Greenfield having a principal place of business at 10 S. State Street, Greenfield, IN 46140 ("Client") and Insight Public Sector, Inc. ("Insight"), having a principal place of business at 2701 E. Insight Way, Chandler, AZ 85286.

This Order Form governs the resale to the Client of the Pure Storage Inc. ("Pure") as a Service, comprised of controllers, raw storage capacity, and software ("Pure as a Service") as identified in the Pricing Schedule below ("Schedule").

Terms of Sale. The purchase of Pure as a Service is subject to Insight's XaaS Agreement located at https://ips.insight.com/en_US/help/xaas-agreement-public-sector.html ("Agreement") which is incorporated into this Order Form by reference as if fully set forth herein.

Note: pricing has been provided pursuant to the terms of the Cobb County/ OMNIA Partners - Technology Products, Solutions and Related Services Contract # 23-6692-03, which has a current expiration date of 4/30/2028, with no extensions remaining. Annual payments made after the term of Contract #23-6692-03 has expired will be made under the terms of the contract of Your choosing, if one is available, and if not, then as an open market purchase.

Terms of Use. Client's use of the Pure as a Service is governed by either (i) Client's separate written End User Agreement with Pure, if one exists that applies to this Order, or if no separate written End User Agreement exists, Pure's End User Agreement, available here: <https://www.purestorage.com/content/dam/pdf/en/legal/pure-enduser-agreement.pdf> (in either case, the "EULA"); and (ii) the Terms of Use for Evergreen//One (<https://www.purestorage.com/legal/evergreen-one-terms-of-use.html>) (the "Terms of Use").

Equipment Location – City of Greenfield- 10 S. State Street, Greenfield, IN 46140

Pricing.:

Location	Description	Price Per Unit Per Month	Units*	Unit of Measure (UOM)	Invoice Frequency	One-Time Fees	Monthly Recurring Charge (MRC)	Client Annual	Term (Years)	Total Minimum Fees Including One-Time Fees
City of Greenfield- Array 1										
Storage	Pure as-a-Service - //Unified Block and File Performance - Reserve Rate (per TIB/month)	\$49.87	50	TIB	Annually		\$2,493.70	\$29,924.40	5	\$149,622.00
Storage	Pure as-a-Service - //Unified Block and File Performance - On-demand Rate (per TIB/month)	\$74.82		TIB	Annually				5	
Pure Promo	Pure Ramp Promo Credit for 3 months		3	N/A	One-Time					(\$7,481.10)
Installation for Array 1	Insight PS Installation Pure		1	Configuration	One Time	\$9,469.41				\$9,469.41
City of Greenfield- Array 2										
Storage	Pure as-a-Service - //Unified Block and File Performance - Reserve Rate (per TIB/month)	\$49.87	50	TIB	Annually		\$2,493.70	\$29,924.40	5	\$149,622.00
Storage	Pure as-a-Service - //Unified Block and File Performance - On-demand Rate (per TIB/month)	\$74.82		TIB	Annually				5	
Pure Promo	Pure Ramp Promo Credit for 3 months		3	N/A	One-Time					(\$7,481.10)
Installation for Array 2	Insight PS Installation Pure		1	Configuration	One Time	\$9,469.41				\$9,469.41
Committed Fees						\$18,938.82	\$4,987.40	\$59,848.80	5	\$303,220.62

*Subject to overage charges based on the Price Per Unit Per Month indicated above. Overage will be invoiced in arrears.

Invoice #	Received	Reserve Payment	On-Demand Payment
1	Start Date	\$ 63,825.42	Usage Based
2	+12 Months	\$ 59,848.80	Usage Based
3	+12 Months	\$ 59,848.80	Usage Based
4	+12 Months	\$ 59,848.80	Usage Based
5	+12 Months	\$ 59,848.80	Usage Based
Total Contract Value		\$ 303,220.62	Usage Based

Includes [Pure EG1 Storage as a Service - Essentials](#)
 - Installation will be handled by OEM
 - Usage Based Billing Management
 - Virtual Quarterly Billing Review
 - [5-Annual Payments](#)
 - Quote Valid for 60 Days
 - This quote does not cover taxes

Pure as a Service. Insight shall deliver to Client the Evergreen Storage Service as set out in this Order Form. The Pricing Schedule above specifies: (i) the period of time that Client is permitted to use the Evergreen Storage Service ("Service Term"), (ii) the applicable Client, (iii) the installation address for the Evergreen Storage Service ("Location"); and (iv) any special terms applicable to the Client.

Start Date and Term. This Order Form is effective as of the date of Client's signature below ("Order Form Effective Date") and remains in effect for the duration of the Service Term (as defined and described in the Pure Terms of Use). The start of the Service Term when billing commences ("Start Date") is determined by Pure.

For the avoidance of doubt, the Start Date is not contingent on availability of the Evergreen Storage Service. The Start Date will be approximately 4 weeks after the Order Form Effective Date and in any case will align with the specific Service Commencement Date as established by Pure, which Insight shall confirm with Client once received. **CLIENT IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES DURING THE TERM.**

NON-REFUNDABLE/NON-CANCELLABLE/TERMINATION. THIS ORDER AND THE FEES SET FORTH ABOVE ARE NON-REFUNDABLE AND NON-CANCELLABLE EXCEPT AS PROVIDED IN THE TERMS ABOVE. CLIENT IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES DURING THE TERM. EXCEPT AS OTHERWISE PROVIDED ABOVE, IN THE EVENT OF EARLY TERMINATION, ALL FEES WILL BE ACCELERATED FOR THE ENTIRE TERM AND ARE DUE UPON THE EFFECTIVE DATE OF TERMINATION.

BY SIGNING THIS ORDER FORM, YOU HEREBY CERTIFY AND AGREE THAT: (i) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO PLACE THIS ORDER AND THAT CLIENT ACCEPTS ALL TERMS AND CONDITIONS SET FORTH IN THIS ORDER FORM INCLUDING ANY REFERENCED LINKS, WHICH TERMS ARE INCORPORATED INTO THIS ORDER FORM BY REFERENCE; AND (ii) CLIENT AGREES TO PAY FOR ALL ORDERS AND INCREASES IN USAGE SUBSEQUENTLY PROVISIONED UNDER CLIENT'S ACCOUNT.

Client Invoicing and PO Information:

The Client must complete both sides of the Client Invoicing and PO Information table below before this SOW can be processed.

Invoicing Method (Client MUST select ONE option below.)	PO Information (Client MUST select ONE option below.)
<input type="checkbox"/> Mail Invoice – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	<input type="checkbox"/> Client issues system-generated POs for service engagements. Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a copy of the PO is received. To avoid delays, please provide a copy of the PO at the time of execution. PO number:
OR <input type="checkbox"/> Email invoice – Invoice copy will be sent electronically via email to:	OR <input type="checkbox"/> Client does NOT issue system generated POs for service engagements.
OR <input type="checkbox"/> Submit invoice via VMS/Client Portal – Please provide name of VMS/Portal as well as any relevant details/instructions:	Internal billing reference, if required by Client: Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date: