

# **EVERGREEN™ //FOREVER SUBSCRIPTION**

## **PROGRAM DESCRIPTION**

The Evergreen™//Forever Subscription Program Description is applicable to the provision of an innovation and support subscription for Pure Storage's Products described below ("**Evergreen Subscription(s)**") as purchased by the End User from Pure Storage, Inc. or its wholly owned affiliates ("**Pure**") or a Pure authorized reseller. Terms for the applicable Products and Evergreen Subscriptions purchased by End User are described below. The Subscription applies to Pure's FlashArray Products and FlashBlade Products (for purposes of this document only, "**Products**"), as specified below.

### **LOVE YOUR STORAGE GUARANTEE**

The first Product purchased by End User comes with a 30-day "money back" guarantee, under which End User can receive a full refund for the Product and applicable Evergreen Subscriptions, provided (i) End User must have performed a good-faith installation of the Product and enabled the Pure1® phone home feature, and (ii) End User must notify Pure within 30 days of receipt of the Product to elect for a refund, and must return the Product within 10 days of such notice, in like new condition (other than normal wear and tear). Pure will pay the shipping costs for returns in accordance with Pure's reasonable instructions. Refunds will be processed within 30 days following Pure's receipt of the returned Product. Pure reserves the right to charge reasonable refurbishing fees for damage to the Products while under End User's control. If End User has conducted an evaluation of the Product, then End User has had an opportunity to evaluate the Product and is not eligible for this guarantee. This guarantee applies to Pure's FlashArray and FlashBlade Products.

### **ALL ARRAY SOFTWARE INCLUDED**

When End User purchases a Product, software functionality and features in the applicable array operating environment for FlashArray and FlashBlade, such as replication, clones, snapshots, and ActiveCluster synchronous replication, are licensed at no additional charge. A continuous, active Evergreen Subscription for a Product provides access to new software functionality and features in the applicable array operating environment when and if released by Pure. Please see Product documentation for details. This applies to Pure's FlashArray and FlashBlade Products. Future products or services may be licensed or sold separately.

### **RIGHT-SIZE GUARANTEE**

Pure offers an effective capacity guarantee to Pure End Users that purchase the Product, based on the workloads specified by that End User ("**The Right-Size Guarantee**"). The Right-Size Guarantee is a separate, optional agreement customized to End User's specific capacity needs and workload(s). The guarantee lasts for twelve months and applies only once signed by Pure and End User. End User should ask their account representative for more details. The Right-Size Guarantee applies to Pure FlashArray //X Products.

### **EVERGREEN FOREVER COMPONENT REPLACEMENT**

The Products are designed to be evergreen, whereby key components can be modularly replaced and upgraded to next generation Products over time. A continuous, active Evergreen Subscription keeps the then-current Product performing substantially in accordance with the Product documentation, including protecting from failures due to flash media wear and reducing the impact of individual component end-of-life events. Certain components such as flash media can be mixed and matched within Product models (within the same array) to reduce compatibility concerns across generations and extend overall array lifespan. Please see Product documentation for details. Evergreen Forever Component Replacement

applies to Pure's FlashArray and FlashBlade Products, and is limited to Evergreen //ForeverSubscription. Unless the End User has purchased a Non-Return option, in the event the End User does not return part, the End User will be charged the full list price of that part. This also includes failed parts replaced by spares that the End User has purchased. For an Evergreen //FoundationSubscription only, replacement will be offered as long as the replacement parts are still available. When replacement parts are no longer available, substitute parts may incur an additional cost.

## **FLAT AND FAIR**

The rate Pure charges an authorized reseller for any renewal of the Initial Evergreen Subscription purchased by the End User (the "**Renewal Rate**") remains flat to the rate offered to the authorized reseller at the time of the Initial Evergreen Subscription, provided that the renewal subscription including maintenance and support remains generally available for the applicable Product at the time of renewal. The Renewal Rate will be determined by applying the same Evergreen Subscription term, service level, and applicable pre-renewal in-rack configuration for the applicable Product and will not include any one-time promotional discounts or deals made available at the time of the initial purchase. Renewal Rates will be in U.S. Dollars. In the event of a severe inflation event, defined as annual inflation in excess of seven percent 7% (as measured by the Producer Price Index), the parties will negotiate, in good faith, reasonable adjustments to the Renewal Rate in an amount not to exceed the inflation over the period since the last renewal. This Subscription imposes no obligation to renew Evergreen Subscriptions for a Product. Flat and fair applies to Pure's FlashArray and FlashBlade Products.

## **EVER MODERN**

If End User purchases a Pure-branded Evergreen//Forever Subscription for a Product ("**Forever Subscription**"), and maintains the Forever Subscription for the entire Product for three consecutive years from the initial Product purchase, then End User is eligible to receive upgraded controllers (for FlashArray products) or blades (for FlashBlade products) for each additional three years of Forever Subscription that End User purchases for the applicable Product thereafter ("**Ever Modern**"). Pure will ship the then-current upgraded controllers or blades for a particular Product within the same Product family, as designated by Pure, after the start of the applicable paid three-year renewal period. As an example, an End User running a 3-year old FlashArray with //M20 controllers may receive FlashArray //X20 controllers. End User must take receipt of the upgraded controllers or blades within 90 days from Pure's notice that an upgrade is available (via electronic means to End User's designated contact), and must return the existing controllers or blades to Pure within 45 days of receipt of the upgraded controllers. End User may receive upgraded controllers or blades no more than once every three years with respect to a given Product. A mid-term upgrade of controllers or blades under any special offers, promotions, or programs resets the three-year clock for purposes of Ever Modern. Purchases of "Evergreen//Foundation" or other non-eligible Evergreen Subscriptions do not qualify for Ever Modern. Ever Modern applies to Pure FlashArray Products.

## **EVER AGILE**

Under a //Forever or other eligible Evergreen Subscription, Pure may offer Ever Agile bundles under which an End User purchasing a qualifying capacity expansion for a Product may receive a trade-in credit for existing controllers to apply towards new, upgraded controllers (and, if applicable, additional components associated with the SKU) ("**Ever Agile**"). End User must return the existing controllers (and such additional components, if applicable) to Pure within 45 days of receipt of the upgraded controllers. Ever Agile bundles may not be combined with other special offers, promotions, or programs, unless expressly stated in such special offers, promotions, or programs. Controller upgrades under Ever Agile resets the three-year clock for purposes of Ever Agile. End User is then eligible to receive upgraded controllers under Ever Modern when their controllers are three years old AND they have met the //Forever Subscription purchase requirements outlined in the "Ever Modern" section above. Trade-in credit for Ever Agile bundles do not apply to "Evergreen //Foundation" or other non-eligible Evergreen Subscriptions. Please contact Pure's authorized resellers for specific pricing for Ever Agile bundles. Ever Agile applies to Pure FlashArray and FlashBlade//S Products.

## **CAPACITY CONSOLIDATION**

Under a //Forever or other eligible Evergreen Subscription, if End User purchases a qualifying capacity expansion for a FlashArray or FlashBlade//S Product, End User may trade-in and consolidate a portion of existing installed capacity into the new capacity expansion (“**Capacity Consolidation**”). Pure will provide such End User a trade-in credit for storage already owned by the End User, up to a 25% credit of the new capacity expansion and up to 12.5% credit of the Gold Subscription for such FlashArray or FlashBlade//S Product. End User must return the old capacity to Pure within 45 days of receipt of the new capacity expansion. Please contact Pure’s authorized resellers for specific pricing for Capacity Consolidation purchases. Capacity Consolidation for FlashArray & FlashBlade//S applies to Pure FlashArray and FlashBlade//S Products.

Under a //Foundation Subscription, if End User purchases a qualifying blade expansion for a qualifying FlashBlade Product, End User may trade-in and consolidate a portion of existing installed blades into the new capacity expansion. Pure will provide such End User a trade-in credit for blades already owned by the End User, up to a 25% credit of the new capacity expansion and up to 12.5% credit of the //Foundation Subscription for such FlashBlade Product. End User must return the old blades to Pure within 45 days of receipt of the new blades. Please contact Pure’s authorized resellers for specific pricing for Capacity Consolidation purchases. Capacity Consolidation under a //Foundation subscription applies to Pure FlashBlade Products, excluding FlashBlade//S.

## **GENERAL TERMS**

This Subscription supplements the Terms (or other written agreement covering the same subject matter executed by Pure) and the [Pure Customer Support Guide](#) for the applicable Products and Evergreen Subscriptions purchased by End User. Pure reserves the right to update this Subscription from time to time, as noted by the “Last Updated” date. For purposes of Ever Modern, for purchases made prior to such updates, Pure will honor the terms in effect for the applicable Product until the later of: (i) the date End User next receives upgraded controllers under Ever Modern, or (ii) the expiration of the then-current Evergreen Subscription term. Pure may end the Subscription with respect to future Product purchases at any time. End User is responsible for shipping charges and applicable taxes. Professional installation is (a) available for an additional charge from Pure or its authorized resellers, and (b) may be required to ensure Pure’s ability to properly perform its maintenance and support obligations. Professional installation to be delivered by Pure will expire within 90 days of the ship date if not utilized by End User, except as otherwise agreed by Pure in writing. “Forever Flash” has been upgraded and replaced with “Evergreen Subscription.” Evergreen//Forever Subscription replaces “Gold” Evergreen Subscription and Forever Flash (FF) support contracts; and Evergreen//Foundation replaces “Silver” Evergreen Subscription and Non-FF support contracts. Product and components returned under this Subscription become the property of Pure. The Subscription is subject to [Pure’s Privacy Statement](#) and constitutes an integral part of the Subscription. These Subscription terms apply to Pure FlashArray and FlashBlade Products.

## **FEAR, UNCERTAINTY AND DOUBT DISCLAIMER**

Be warned that vendors offering competing products may offer their advice on Pure’s terms or documentation. Pure’s advice: Take their biased views with a grain of salt. Come take a reference call from a Pure End User and learn how Pure is changing storage forever. See more at [www.purestorage.com](http://www.purestorage.com).

Last Updated June 1, 2022