

Evergreen//One Product Guide

This Evergreen//One Product Guide (“**Product Guide**”) provides descriptions of available subscription types and the applicable service level agreements associated with all Evergreen//One subscriptions, based on the License level requirements listed below.

1A. FOR NEW SUBSCRIPTIONS, AND QUALIFIED RENEWALS COMMENCING OCTOBER 10, 2023:

Subscription Type	Expected Performance ¹
//Unified Block & File ² Performance	8 MB/s per TiB or 500 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Unified Block & File Premium	16 MB/s per TiB or 1000 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Unified Block & File Ultra	32 MB/s per TiB or 2000 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Unified Block & File Capacity	1.6 MB/s per TiB or 100 IOPS/TiB (Combined R/W) (16KiB I/O Size)

//Cloud Block Store	Varies based on configuration selected by End User
//UDR F&O	0.5 MB/s per TiB (Combined R/W)
//UFFO ³ Performance	20 MB/s per TiB (Combined R/W)
//UFFO Premium	50 MB/s per TiB (Combined R/W)
//UFFO Ultra	130 MB/s per TiB (Combined R/W)

- Based on the average reads/writes as measured in terms of MB/s/TiB and IOPS/TiB (IOPS = average IO size divided by 16KiB, per second) of the applicable Reserve Commitment, or the Effective Used Capacity measurement, whichever is higher averaged and reported over the prior month.
- The expected performance numbers for //Unified Block & File Services are applicable to FC & NVMe-oF block performance.
- The expected performance numbers for //UFFO subscriptions are based on a 70:30 R/W workload at full concurrency for NFSv3.

1B. FOR ALL SUBSCRIPTIONS COMMENCING PRIOR TO OCTOBER 10, 2023:

Subscription Type	Expected Performance ¹
//Block Performance	8 MB/s per TiB or 500 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Block Premium	16 MB/s per TiB or 1000 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Block Ultra	32 MB/s per TiB or 2000 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Block Capacity	1.6 MB/s per TiB or 100 IOPS/TiB (Combined R/W) (16KiB I/O Size)
//Cloud Block Store	Varies based on configuration selected by End User
//UDR F&O	0.5 MB/s per TiB (Combined R/W)
//UFFO ² Performance	20 MB/s per TiB (Combined R/W)
//UFFO Premium	50 MB/s per TiB (Combined R/W)
//UFFO Ultra	130 MB/s per TiB (Combined R/W)

^{1.} Based on the average reads/writes as measured in terms of MB/s/TiB and IOPS/TiB (IOPS = average IO size divided by 16KiB, per second) of the applicable Reserve Commitment, or the Effective Used Capacity measurement, whichever is higher averaged and reported over the prior month.

^{2.} The expected performance numbers for //UFFO subscriptions are based on a 70:30 R/W workload at full concurrency for NFSv3.

Environmental Requirements	
✓	FC or NVMe-oF for //Unified Block & File and NFSv3 for //UFFO
✓	End User workloads achieving MB/s/TiB or IOPS/TiB targets but not necessarily both simultaneously
✓	Host/SAN configurations must follow Pure's best practices
✓	Workloads balanced across all Systems, with each at 95% utilization or higher as described in Pure1

2. SERVICE LEVEL AGREEMENTS

Uptime¹

Uptime ²	Downtime/Month	Service Credit of Monthly
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		Invoice ³
99.9999% ²	<2.0 secs	3%
99.999%	<26 secs	5%
99.99%	<4.4 mins	10%
99.95%	<21.9 mins	25%
99.9%	<43.8 mins	100%

1. Uptime percentage is calculated at the License level based on 24 hours a day, across a fully completed calendar month, calculated as follows:

$$\text{Uptime Percentage} = (\text{Total Seconds in Calendar Month} - (\text{Downtime/Seconds}) / \text{Total Seconds in a Calendar Month}.$$
2. Routine controller failovers are excluded from the calculation. //UDR & //UBF File access centric connections with intrinsic protocol timeout characteristics are excluded from the uptime calculation if native protocol implementation does not support service failovers.
3. For any Service Credit to apply, (i) the applicable System must have been active and running for the completed service month preceding the outage; and (ii) host multipathing must be set up for best practices.

Zero Planned Downtime¹

Uptime During Maintenance ²	Downtime/Month ³	Service Credit of Monthly Invoice
100.00% ⁴	> 0 seconds	100%

1. All licenses are delivered with zero planned downtime and no disruption to the SLAs, for Purity upgrades and any Service Infrastructure expansions or upgrades as performed by Pure, and therefore End User may be entitled to a Downtime Credit equal to 100% of the monthly charges for the corresponding Effective Used Capacity on any System that experiences Planned Downtime.
2. Uptime During Maintenance is calculated as follows: $(\text{Total Seconds During Maintenance}) - (\text{Seconds of Uptime During Maintenance})$ for a completed month of service.
3. May not apply to: (a) End User-driven Service Infrastructure moves, data center maintenance or shutdowns; (b) issues arising out of any equipment, software, or any other technology neither owned nor supplied by Pure; or (c) issues arising out of Pure's reasonable control. Routine controller failovers are automatically excluded from uptime calculations. //UDR & //UBF File access centric connections with intrinsic protocol timeout characteristics are excluded from the uptime calculation if native protocol implementation does not support service failovers.

Buffer Capacity¹

Buffer Not Available/Days in Service Month ³	Service Credit of Monthly Invoice ²
≥1 day	3%
≥3 days	5%

≥5 days	10%
≥7 days	25%
≥14 days	100%

1. End User will receive 25% buffer capacity over the then-current Effective Used or Reserve Commitment (whichever is higher), up to 1PiB, in increments up to 100TiB at a time. End User shall provide its On-Demand forecast to Pure for provisioning additional capacity ahead of usage exceeding 80% of the Reserve Commitment as a condition of Pure meeting this SLA.
2. All Systems in the License must be fully utilized, and End User must cooperate with Pure in the timely deployment of buffer capacity.
3. Service Credits are prorated for the number of days that Buffer Capacity does not support host or Purity replication operations. For example, if Buffer Capacity is unavailable for two (2) whole days, End User receives a 3% credit for that service month.

Performance

Meets Expected Performance ¹	Not Met/Month ³	Service Credit of Daily Rate ⁵
99.9999% ²	<2.0 secs	3%
99.999%	<26 secs	5%
99.99%	<4.4 mins	10%
99.95%	<21.9 mins	25%
99.9%	<43.8 mins	100% ⁴

1. All Systems in the License must be fully utilized.
2. Calculated at the License level monthly, based on 24 hours a day, 7 days a week, calculated as follows: $\text{Availability} = (\text{Total Seconds in Calendar Month}) - (\text{Time in Seconds Performance Not met}) / \text{Total Seconds in a Calendar Month}$. NOTE: Due to bandwidth and logging overhead considerations, all IOPS and MB/Sec samples are measured and reported in 30 second averages.
3. Any 100% Service Credits are prorated for the number of days that Performance is not met. For example, if Performance is 100% unavailable for two (2) whole days, End User receives a 100% License Daily Rate credit for those two days in the month.
4. UFFO Subscriptions initiated prior to June 8th, 2022, or delivered on the 15-blade chassis system will continue to be measured and deliver the performance agreements under which they commenced service.
 - a. UFFO Ultra: 96 MiB/s per TiB for reads and 35 MiB/s per TiB for writes.
 - b. UFFO Premium: 43 MiB/s per TiB for reads and 15 MiB/s per TiB for writes.
5. For a Service Credit to apply, End User must demonstrate the performance was not met.

Energy Efficiency¹ – Applicable to Evergreen//One Licenses commencing after October 10, 2023²

Subscription Type	Watts ³ /TiB (not to exceed numbers)	Minimum Reserve - Initial Commitment
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//Unified Block & File Performance	3W / TiB	300 TiB
//Unified Block & File Premium	4W / TiB	300 TiB
//Unified Block & File Ultra	7W / TiB	300 TiB
//Unified Block & File Capacity	2W / TiB	500 TiB
//UDR F&O	3W / TiB	1500 TiB
//UFFO Performance	4W / TiB	500 TiB
//UFFO Premium	4W / TiB	500 TiB
//UFFO Ultra	6W / TiB	500 TiB

1. End User will experience the applicable power consumption per License, as set forth in this table. License must commence with greater than initial commitment specified in table above.
2. Energy Efficiency SLA also does not apply to (a) Pure hardware purchased or transferred over from the End User; or (b) custom or non-standard configurations to the Service Infrastructure.
3. Watts are based on a daily average of actual power consumed over a completed service month as reported by Pure. For purposes of calculating energy efficiency, "TiB" means either the Reserve Commitment plus the 25% Buffer, or the Total Estimated Effective Used (Usable * PRE Ratio) capacity for the applicable Systems in the Subscription, whichever is greater. NOTE: Watts/TiB for counterpart PRE //Unified Block & File Performance, Premium and Ultra Service Tiers are 2X the standard //Block offerings.

Energy Efficiency¹ – Applicable to Evergreen//One Subscriptions commencing after January 4, 2023²

Subscription Type	Watts ³ /TiB (not to exceed numbers)	Minimum Reserve - Initial Commitment
//Block Performance	3W / TiB	300 TiB
//Block Premium	4W / TiB	300 TiB
//Block Ultra	7W / TiB	300 TiB
//Block Capacity	2W / TiB	500 TiB
//UDR F&O	3W / TiB	1500 TiB
//UFFO Performance	4W / TiB	500 TiB

//UFFO Premium	4W / TiB	500 TiB
//UFFO Ultra	6W / TiB	500 TiB

1. End User will experience the applicable power consumption per License, as set forth in this table. License must commence with greater than initial commitment specified in table above.
2. Energy Efficiency SLA also does not apply to (a) Pure hardware purchased or transferred over from the End User; or (b) custom or non-standard configurations in the Service Infrastructure.
3. Watts are based on a daily average of actual power consumed over a completed service month as reported by Pure. For purposes of calculating energy efficiency, "TiB" means either the Reserve Commitment plus the 25% Buffer, or the Total Estimated Effective Used (Usable * PRE Ratio) capacity for the applicable Systems in the Subscription, whichever is greater. NOTE: Watts/TiB for counterpart PRE //Block Performance, Premium and Ultra Service Tiers are 2X the standard //Block offerings.

Average Watts/TiB in completed Service Month	Service Credit of Daily Rate ¹
≥1 day	3%
≥3 days	5%
≥5 days	10%
≥7 days	25%
≥14 days	100%

1. Any Service Credits are prorated for the number of days that the SLA was not met, presuming monthly average Watts/TiB is greater than target SLA threshold. For example, if the monthly average of //Block Capacity was 3 Watts/TiB, Pure will determine the number of the days where the daily average is greater than 2 Watts/TiB and provide service credits for those days.

PAID POWER & RACK - FOR NEW SUBSCRIPTIONS, AND QUALIFIED RENEWALS PURCHASED AFTER OCTOBER 10, 2023

Under Pure's "Paid Power & Rack" program, Pure will remit payment following the Service Commencement Date in the amount of what Pure calculates as the cost of power and rack consumption required by the Service Infrastructure deployed to deliver the Reserve Commit capacity SLA for the Service Term, not to exceed five (5) years. The amount of the Paid Power & Rack payment is determined by -

1. Rack units estimate, determined by Pure, of Service Infrastructure that will be required to deliver the Reserve capacity, multiplied by a fixed unit cost based on best efforts estimate as determined by Pure, and
2. Nominal power consumption by the Service Infrastructure measured in Kilowatt-Hours, multiplied by the unit electricity costs for the Service Installation location(s) country, as published by the International Energy Agency (<https://www.iea.org/>).

The Paid Power & Rack program applies only to:

Evergreen//One subscriptions with a minimum Reserve Commitment of 300 TiB for Unified File and Block Subscriptions, 500 TiB for UFFO Subscriptions, 500TiB for UDR Block and File, and 1,500TiB for UDR File and Object Subscriptions; net new contracts, and renewal of net new contracts; and Expansion of new contracts which require additional Service Infrastructure deployment.

The Paid Power & Rack program excludes existing contract expansions or renewals and Pure hardware purchased or transferred over from the End User.

End User must provide the payment instructions to Pure prior to the expiration date, which is defined as the Service Commencement Date, in order to receive this payment. Any payments under the Paid Power & Rack program are ineligible to be converted to additional discounts.

**NO DATA MIGRATIONS SLA - FOR NEW SUBSCRIPTIONS, AND QUALIFIED RENEWALS
PURCHASED AFTER OCTOBER 10, 2023**

Under the “**No Data Migrations SLA**” Pure guarantees End User that if Pure determines that any Applicable Service Infrastructure requires an upgrade, Pure will non-disruptively upgrade the Applicable Service Infrastructure, and that the upgrade will not require any data migration. Eligibility of this guarantee requires that: (i) the upgrade is performed by Pure or an authorized Pure partner; (ii) End User is not past due with any Evergreen//One subscription obligations; and (iii) all Service Infrastructure is in compliance with Pure’s [Evergreen//One Upgrade Policy](#).

This SLA does not apply to any upgrade that involves consolidating Systems, or movement across Subscription Types or service tiers.

To the extent Pure determines that Applicable Service Infrastructure requires a data migration in lieu of a non-disruptive upgrade, Pure will provide a Service Credit. The Service Credit will be based upon the Reserve Commitment Charges for any System requiring data migration in lieu of a non-disruptive upgrade for the number of months that End User has consumed its Evergreen//One Subscription, not to exceed 12 months.

ZERO DATA LOSS SLA - FOR ALL SUBSCRIPTIONS PURCHASED AFTER OCTOBER 10, 2023

Under “Zero Data Loss SLA,” Pure guarantees Zero Data Loss with the Service Infrastructure.

In the event that, following an analysis performed by Pure, Pure determines that data loss occurred on any Service Infrastructure, except the Excluded Products, and was caused by a Pure System being at fault, Pure will first provide Data Recovery Services to help recover the lost data.

If, after performing Data Recovery Services, Pure determines that the data is unrecoverable, Pure will provide End User with a Service Credit. The amount of the Service Credit will be based upon the Reserve Commitment Charges for the impacted System for the number of months that End User has consumed its Evergreen//One Subscription, not to exceed 12 months.

The Zero Data Loss SLA is End User’s exclusive remedy, and Pure’s sole liability if any data loss occurs with an Evergreen//One subscription, and is not a substitute for any requirement for End User to ensure End User is following industry standards around managing snapshots, backups, and data protection.

3. SERVICE CREDIT REQUIREMENTS. The commitments listed above are contingent upon the following: (a) End User is in compliance with Pure’s [Evergreen//One Upgrade Policy](#); (b) End User submitting a Sev-One Ticket; (c) Pure determining “Pure System at Fault” in the Root Cause Analysis (“**RCA**”) for the underlying cause of missing the commitment; and (d); the RCA must not find that End User was a cause, in whole or in part, to any miss of the applicable Service Level Commitments described above. Except as otherwise expressly set forth in this Product Guide, the maximum cumulative Service Credit that End User may earn for any single License shall not exceed 10% of the highest Reserve Commitment Charges for any year during the applicable Service Term.

4. APPLICATION OF SERVICE CREDITS. Service Credits can only be applied: (a) if End User complies with Pure’s [Evergreen//One Upgrade Policy](#); and (b) to unpaid invoices that are not past due for Evergreen//One issued subsequent to when the credit was earned.

Service Credits shall not: (i) be applied to anything other than as described in this Agreement; (ii) be issued as cash or a cash rebate in lieu of a credit; or (iii) be valid after the expiration or termination of the License.

5. DEFINITIONS.

5.1 Applicable Service Infrastructure: Service Infrastructure that Pure has deemed eligible for an upgrade to deliver the service SLAs and excludes any Excluded Products.

5.2 Data Recovery Services: Pure will, at no cost to the End User:

- Deploy personnel as reasonably required by Pure, to recover any data that Pure has determined was lost due to a Pure System being at fault;
- Ship additional Service Infrastructure required to recover any lost data or otherwise ensure no further data loss;
- Reconfigure any replacement defective Service Infrastructure; and
- Decommission and remove any replaced Service Infrastructure.

The foregoing Data Recovery Services shall be performed for a maximum of four (4) weeks, based on five (5) day work weeks, with eight (8) hour workdays.

5.3 Excluded Products: Cloud Block Store, First Generation FlashBlade, any Product deployed within a dark site, and any products or hardware purchased by Pure in a buy-back or trade-in.

6. INCLUDED WITH ALL SUBSCRIPTIONS. All Evergreen //One subscriptions include the [Evergreen//One RACI](#) and the [Evergreen//One Included Services Description](#).

7. GENERAL TERMS. This Product Guide supplements the Pure End User Agreement (or other written agreement covering the same subject matter executed by Pure) for the applicable subscription purchased by End User. Capitalized terms not specifically defined in these Terms have the same meaning as in the End User Agreement.

Last Update October 10, 2023