PURE AS-A-SERVICE TERMS OF USE

These Pure as-a-Service Terms of Use (“Pure as-a-Service Terms” or “Terms”), formerly referred to as the Subscription Services Addendum, apply to the provision of Pure’s proprietary hardware, software, or services products on a subscription basis (collectively, “Pure as-a-Service”), as purchased by the end user (“End User”) from Pure Storage, Inc. or its wholly owned affiliates (“Pure”) or a Pure authorized reseller (a “Partner”).

1. PURE AS-A-SERVICE PRODUCT GUIDE. The Pure as-a-Service Product Guide provides the product description for the End User’s Pure as-a-Service subscription identified in the applicable Schedule.

2. SCHEDULES. Each Pure as-a-Service subscription, including any permissions or limitations are identified by a SKU or other description set forth in a schedule or quote issued by a Partner or Pure and accepted by End User (“Schedule”). Each Schedule may include, but not be limited to: (a) the specified period of time during which End User is entitled to access and use Pure as-a-Service (“Service Term”); (b) identified sizing and capacity limitations; (c) identified number of users; (d) identified host, VM, Instance, site, cluster, or other sub-org designation limits; (e) physical location; and (f) inter-connectivity rights with other Pure Products or third-party offerings purchased by End User.

3. TITLE. Pure and its suppliers exclusively retain all right, title, and interest in all equipment deployed to provide Pure as-a-Service, the embedded software, and all intellectual property rights therein, including without limitation all patent, trademark, trade secret, know-how, trade name and copyright, whether registered or not registered. Pure and its suppliers reserve all rights not expressly granted herein, no license or other implied rights of any kind are granted or conveyed except for the limited right to access and use Pure as-a-Service, as described in Section 4 herein. Pure as-a-Service remains Pure’s sole and exclusive personal property, and End User shall not encumber, sell, or otherwise dispose of the Pure as-a-Service without having received prior written authorization from Pure.

4. ACCESS AND USE. Subject to these Terms and the applicable Schedule, Pure grants to End User, and any third party that End User authorizes to perform services involving Pure as-a-Service solely for End User’s benefit, a nontransferable, nonexclusive, revocable right to: (a) access and use Pure as-a-Service, and (b) download, install, and use, in executable object code format only, any Pure plug-in or software necessary to use Pure as-a-Service, solely in accordance with the applicable Schedule.

5. SUPPORT. Pure as-a-Service is delivered with 356 X 24 x 7 support, with 4-hour response times, as described in Pure’s Customer Support Guide. For the sake of clarity, due to the subscription nature of Pure as-a-Service, the Evergreen Subscription benefits described in the Customer Support Guide do not apply to Pure as-a-Service and apply only to CAPEX purchases of Pure Products.

6. PURE1® DATA REQUIRED. Pure’s “phone home” feature, known as Pure1®, is an integral component of Pure’s delivery of Pure as-a-Service. End User acknowledges and agrees that the rates charged for Pure as-a-Service, and End User’s compliance with the applicable Schedule, are contingent upon Pure’s receipt of Pure1® Data. Therefore, except as otherwise set forth in the applicable Schedule, End User shall ensure that Pure1® is enabled at all times. Notwithstanding any other rights or remedies available to Pure, Pure reserves the right to exercise any of the following remedies if Pure1® is not enabled at any time during the Service Term: (a) demand payment equivalent to 100% utilization of Pure as-a-Service (e.g., 100% utilization of Deployed Infrastructure) by End User for any and all periods that Pure1® is not enabled in excess of four days during any 30-day period; or (b) suspension or termination of Pure as-a-Service, provided that Pure shall notify End User prior to any such suspension or termination.

7. RESERVE COMMITMENT. Subscription Limits may include a minimum usage commitment of Pure as-a-Service, set and managed at the Site level (the “Reserve Commitment”). A Reserve Commitment may be increased, if requested by End User, at any time during the Service Term. However, End User acknowledges and agrees that a Reserve Commitment may not be reduced at any time during the Service Term.

8. ON-DEMAND. “On-Demand” means any utilization of Pure as-a-Service, above and beyond the Reserve Commitment at any particular Site. Pure deploys buffer capacity for On-Demand utilization at each Site (the “On-Demand Buffer”). Pure shall maintain a minimum On-Demand Buffer that is the lesser of: (a) 25% above the End User’s then-current Effective Use capacity consumed; or (b) 100 TiB.

9. INVOICING CADENCE. Reserve Commitments are available annually, quarterly, or monthly invoicing based on the applicable Schedule, while On-Demand and Encrypted Workloads utilization is billed calendar-quarterly in arrears.

10. SERVICE INFRASTRUCTURE. The following terms apply to any Pure as-a-Service subscription requiring or otherwise utilizing Pure’s storage or compute infrastructure (collectively, “Service Infrastructure”):

10.1 Sizing and Installation. Pure sizes Service Infrastructure subject to Pure’s reasonable discretion, based on End User’s identified workload requirements, as reported by End User to a Partner or Pure (the “Workload”). Pure will ship the Service Infrastructure following confirmation of the datacenter’s readiness, as determined by completion of Pure’s pre-site survey. The Service Infrastructure must not be moved without Pure’s written consent, which shall not be unreasonably withheld. Notwithstanding anything to the contrary in these Terms, End User is responsible for ensuring Pure’s access to the datacenter for all services Pure reasonably requires to perform on the Service Infrastructure in order to continue providing Pure as-a-Service.

10.2 Deployed Infrastructure. Pure may expand, modify, substitute, replace, or remove any component of Service Infrastructure deployed to provide Pure as-a-Service to meet the Workload (“Deployed Infrastructure”), based on data reduction efficiencies Pure sees with similar end users across its install base. Pure will use reasonable efforts to ship additional Deployed Infrastructure within 10 business days of Pure determining that additional Deployed Infrastructure is required to meet the Workload. Notwithstanding the foregoing, (a) shipment of additional Deployed Infrastructure is subject to the payment of all current and outstanding invoices for Pure as-a-Service; and (b) Pure may require End User to increase the Reserve Commitment if the End User’s daily usage (as measured by Pure1® ) exceeds 2.5x the then-current Reserve Commitment.

11. SERVICE TERM. Unless specifically identified in the applicable Schedule, the Service Term commencement date of any Pure as-a-Service subscription requiring Service Infrastructure is: (a) 4 weeks from acceptance of the applicable quote or Schedule for any net-new Pure as-a-Service subscription, or (b) the acceptance date of any quote or Schedule for any renewal or modification of an existing Pure as-a-Service subscription. Unless End User provides Partner and Pure written notice of its intent not to renew at least 60 days prior to the expiration of the then-current Service Term, the Pure as-a-Service subscription automatically renews, and End User shall be invoiced for a 12-month renewal of the Pure as-a-Service subscription. Notwithstanding anything to the contrary in these Terms, End User shall pay for utilization of Pure as-a-Service, at the higher of the On-Demand or Reserve Rate applicable during the most recent 12 months of the Service Term, for each day that Service...
Infrastructure is not returned following the expiration or termination of the applicable Service Term.

12. **AUDIT.** Pure and its independent accountants shall have the right, upon reasonable notice to End User, to examine End User’s use of Pure as-a-Service to verify compliance with the Subscription Limits and these Terms. If the audit identifies usage in excess of the Subscription Limits, then End User will promptly pay to Pure or a Partner, as determined by Pure, any additional fees that Pure (or a Partner) is owed hereunder, and the reasonable costs of conducting the audit.

13. **TERMINATION.**

13.1 **For Cause.** These Terms, and End User’s rights to use Pure as-a-Service, terminate immediately if: (a) any applicable Service Term expires; (b) End User fails to make timely payments for Pure as-a-Service to Pure or its authorized resale partner; (c) voluntary or involuntary proceedings by or against End User are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for the End User, or proceedings are instituted by or against the End User for corporate reorganization or the dissolution of the End User, or if End User makes an assignment for the benefit of creditors; or (d) a party materially breaches any provision of this Agreement and fails to cure such breach within 30 days from the date of such party’s written notice to the other party.

13.2 **For Convenience.** End User may terminate any Pure as-a-Service deployment, upon 60 days’ prior written notice, by paying in full all Reserve Commitments outstanding from the date of termination through the end of the Service Term. Any other attempted termination prior to the expiration of the Service Term is expressly prohibited and shall be deemed grounds for Termination for Cause by Pure, as described in Section 13.1.

13.2 **U.S. Government End Users.** US Government End Users may terminate a Schedule, upon no less than 30 day’s prior written notice to Pure if any of the following are true (each, a “Government Termination”): (a) the US Government End User terminates or suspends performance of its contract or applicable task order with the Partner for failing or refusing to fund or to secure appropriations to fulfill or fund its obligations under its contract with the Partner. “US Government End User” means either a local, state, or federal, United States government end user. Upon expiration or termination of this Schedule, US Government End User shall: (i) immediately discontinue use of Pure as-a-Service; and (ii) promptly return the applicable Service Infrastructure to Pure. Pure reserves the right to enter the US Government End User’s premises, escorted by the US Government End User’s personnel (as applicable) to escort Pure onto the premises to access and retrieve the Service Infrastructure. Notwithstanding anything to the contrary, any amounts paid to Pure for Pure as-a-Service for periods prior to the termination date are final and non-refundable if this Schedule is terminated due to a Government Termination.

13.3 **Effect of Termination.** Upon any such termination, End User shall promptly: (a) discontinue all use of Pure as-a-Service, (b) pay all amounts due for Pure as-a-Service for the duration of the Service Term, provided, however, that if End User terminates Pure as-a-Service for Pure’s uncured breach, then End User shall pay all amounts due for Pure as-a-Service up to the effective date of termination; and (c) return all Service Infrastructure to Pure upon any expiration or termination of the applicable Service Term otherwise, Pure reserves the right to enter End User’s premises, or the premises where the Service Infrastructure is located, to access and retrieve that Service Infrastructure. Notwithstanding the foregoing, any amounts prepaid through the date of termination are final and non-refundable. Except as otherwise set forth herein or in any public cloud provider’s terms, Pure as-a-Service may not be cancelled or terminated by the End User during the Service Term.

13.4 **Return of Service Infrastructure.** Upon termination or expiration of the Service Term, End User shall (a) promptly contact Pure regarding the return of Service Infrastructure to obtain an RMA number, packaging instructions, and shipping address; (b) promptly return the Service Infrastructure to Pure in accordance with Pure’s reasonable shipping instructions; (c) reimburse Pure for reasonable repair or reasonable replacement costs associated with any damage to the Service Infrastructure (other than normal wear and tear) while in End User’s possession, regardless of any insurance Pure maintains on the Service Infrastructure; and (d) ensure that all information stored on the Service Infrastructure is removed in its entirety. Pure is not responsible for or liable to End User, or any third party, for any information or data remaining on the Service Infrastructure returned to Pure, and Pure has the right to delete and destroy any such information or data.

14. **GENERAL TERMS.** This Addendum supplements the Pure End User Agreement (or other written agreement covering the same subject matter executed by Pure) for the applicable Subscription Services purchased by End User. Capitalized terms not specifically defined in this Addendum will have the same meaning as in the End User Agreement. Pure reserves the right to update the Addendum from time to time, as noted by the “Last Updated” date below.