



RESELLER AGREEMENT

THIS RESELLER AGREEMENT (this “**Agreement**”) is made and entered into as of the date last signed by the parties below (“**Effective Date**”), by and between **PURE STORAGE, INC.**, a Delaware corporation, having a principal place of business at 650 Castro Street, Mountain View, CA 94041 (“**Pure Storage**” or “**Pure**”), and the reseller identified below (“**Reseller**”).

Reseller:
Name: Address:
Territory:
Products:
- The Pure Storage Product(s) and all associated software.
Maintenance and Support Services:
- Pure, or its authorized support partners, will provide 7x24 Level 1, 2, 3 and 4 product support and 7x24 hardware maintenance (“break/fix”) in the form of annual maintenance/software subscription in accordance with Pure’s End User Agreements.
Pricing:
- Prices for the Products and Support Services are based on Pure’s then-current applicable MSRP pricing, less the greater of (i) the standard discount of 15% for Products and 10% for Support Services by Pure, (ii) the applicable preferred discount stated in the Partner Program or (iii) as mutually agreed upon in writing by the parties. - Prices for NFR Equipment are based on Pure’s then-current applicable MSRP pricing, less a discount based on Partner tier.

IN WITNESS WHEREOF, the parties’ authorized representatives have executed this Agreement as of the Effective Date.

PURE STORAGE:

RESELLER:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

1. DEFINITIONS. The following capitalized terms shall have the meanings ascribed to them in this section.

1.1 “Documentation” means the end user documentation furnished to Reseller by Pure for the Products.

1.2 “End User” means a person or entity in the Territory that acquires a Product for its own internal use and not for redistribution.

1.3 “End User Agreement” means the end user agreement between Pure and an End User that governs the End User’s use of the software embodied within the Product and sets forth the Limited Warranty and support and maintenance terms for the Product.

1.4 “Guarantee Program” means Pure’s promotional guarantee program that enables End Users to return Products for a full refund if returned to Pure in like new condition according to the guarantee program instructions, as such program may be revised by Pure from time-to-time.

1.5 “Limited Warranty” has the meaning set forth in Section 10.2.

1.6 “Marketing Materials” means any marketing collateral relating to the Products that Pure may furnish to Reseller hereunder.

1.7 “Product” means the Pure Storage Flash Array product and any other products that Pure, in its discretion, makes available to Reseller under this Agreement.

1.8 “Pure Marks” means any Pure trademark or logo that Pure may provide to Reseller for use in connection with this Agreement.

1.9 “Partner Program” means the Partner Program guidelines relating to the Reseller’s Territory as posted on Pure’s partner portal site, as implemented in Pure’s reasonable discretion.

1.10 “Support Services” means the standard maintenance and support services for the Products made available by Pure or its authorized support partners, as described in the End User Agreement.

1.11 “Territory” has the meaning set forth above.

2. APPOINTMENT. Subject to the terms and conditions of this Agreement, Pure hereby appoints Reseller as a non-exclusive, direct reseller of the Products to End Users in the Territory. Reseller shall not advertise, solicit or fulfill orders for the Products outside the Territory.

3. REGISTRATION; PARTNER PROGRAM; FEEDBACK

3.1 Deal Registration. Reseller shall register all potential sales opportunities in exchange for preferred discounts in accordance with the Partner Program. Reseller must submit each opportunity (specific to an End User and application use case) to Pure for registration, in accordance with Pure’s deal registration requirements as published on Pure’s partner portal site. If (a) such sales opportunity has not already been registered by another Pure channel partner; (b) Pure determines that such opportunity otherwise meets all of Pure’s then-current deal registration requirements; and (c)

Reseller obtains a binding purchase order from such End User prospect for the sales opportunity within ninety (90) days after such submission, then the sale effected by such binding purchase order will be deemed to be a **“Registered Deal”** for pricing purposes. All other sales shall be deemed to be **“Unregistered Deals”** for pricing purposes. Upon Reseller’s request, Pure may, at its discretion, extend the foregoing ninety (90) day period for an additional ninety (90) days.

3.2 Partner Program. Reseller is a non-exclusive participant in the Partner Program, which may be modified or terminated by Pure at its discretion, and agrees to be bound by the terms and conditions of the Partner Program. Modifications or terminations of the Partner Program will be effective as of the later of: written notice to Reseller or such time designated by Pure at its discretion. Reseller may withdraw from the Partner Program upon written notice to Pure.

3.3 Feedback. Reseller may communicate to Pure suggestions of modifications, design changes or improvements of the Products made by any End User or employee of Reseller (collectively, **“Feedback”**). Pure shall own all right, title and interest in and to any such Feedback, and Reseller hereby assigns all right, title, and interest in and to all Feedback to Pure.

4. RESELLER OBLIGATIONS

4.1 Marketing and Promotion.

(a) Reseller will market and promote the Products and the Guarantee Program to End Users in the Territory in accordance with the terms of this Agreement and the Partner Program. From time to time, Pure may provide Reseller, at no cost, with reasonable quantities of Marketing Materials to enable Reseller to market and promote the Products. Reseller may not modify any such Marketing Materials without Pure’s prior written consent. Notwithstanding the foregoing, Reseller may make modifications to the Marketing Materials without Pure’s prior written consent where necessary to localize the Marketing Materials to specific geographic regions within the Territory, provided that such modifications do not substantively change the content of the Marketing Materials.

(b) Reseller shall use its best efforts to effectively market, promote and sell the Products to its current and future End Users. As mutually agreed by the parties, Reseller shall cooperate and participate in promotional, marketing, sales and advertising programs or efforts sponsored or initiated by Pure.

4.2 Guarantee Program. Reseller will implement the Guarantee Program in accordance with Pure’s reasonable instructions and will provide End Users notice of the Guarantee Program. If Reseller receives notice that an End User elects to return Products under the Guarantee Program (**“Guarantee Returns”**), Reseller will provide notice to Pure of such Guarantee Returns and will work with Pure and End User to address any End User concerns. If End User elects to finalize a Guarantee Return, then Reseller will instruct such End User to return such Guarantee Returns in accordance with Pure’s standard RMA procedures. Upon Pure’s receipt of the

Guarantee Returns, Pure shall either (a) issue a refund for any payments received from Reseller for such Guarantee Returns or (b) cancel any invoices sent to Reseller relating to such Guarantee Returns. Reseller shall promptly refund to End Users any payments received (including any Support Services fees) for Guarantee Returns (or cancel invoices for) upon notice from Pure that Pure has received such Guarantee Returns. Pure shall pay all shipping costs for Guarantee Returns in accordance with Pure's standard RMA procedures.

4.3 Not-for-Resale Equipment. Resellers may purchase a limited number of not-for-resale hardware equipment related to the Products ("NFR Equipment") at a significant discount under the Partner Program for the purposes of internal use, demonstration, training, support, and/or marketing activities as set out in the published price list offered on the Pure's partner portal site or as mutually agreed upon by the parties in writing. NFR Equipment may not be resold, exchanged, or otherwise transferred for any purpose for six (6) months after NFR Equipment purchase ("NFR Period"), at the expiration of the NFR Period, Reseller has ninety (90) days to resell the NFR Equipment and transfer any applicable Support Services to an End User ("NFR Sale Period"). Reseller may not resell, exchange or transfer the NFR Equipment at any time after the expiration of the NFR Sale Period.

4.4 Training. Reseller shall designate employees to participate, at Reseller's expense, in Pure technical and sales training. Pure will make the training services available at its headquarters location or at a location as mutually agreed. Reseller will provide its sales and technical staff with reasonable resources required (primarily time) to obtain on-going product, sales and marketing training provided by Pure's technical, sales and marketing staff under the Partner Program.

4.5 Reports. Each quarter, Pure may request from Reseller, and Reseller will provide to Pure, a report that summarizes Reseller's sales forecasts for the Products, marketing event results, and End User account details for the purposes of quarterly business reviews.

4.6 Compliance with Laws and Business Conduct.

(a) Reseller will comply fully with all laws applicable to (i) the Products and Documentation, (ii) the sale or distribution of the Products, or (iii) Reseller's business activities. If Reseller processes personal data provided by Pure or provides personal data to Pure, Reseller shall (a) not cause Pure to breach any data protection law, and (b) only process personal data provided by Pure for the purposes which such data was provided.

(b) Reseller will: (i) not engage in deceptive, misleading or unethical practices; (ii) have and maintain written policies against corruption and provide appropriate training to its employees, contractors, and consultants regarding U.S. Foreign Corrupt Practices Act and similar laws in jurisdictions where Reseller conducts business activities; (iii) conduct business in substantive compliance with Pure's partner code of conduct that reflects favorably on the Products and the good name, goodwill and reputation of

Pure; and (iv) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Products that are inconsistent with the literature distributed by Pure.

(c) Reseller will at all times keep complete and accurate records pertaining to this Agreement, and its receipt, handling and sale of all Products and Support Services, including but not limited to, resale certificates for all Products and Support Services sold by Reseller. All such records must be kept in accordance with generally accepted accounting practices and all applicable laws. Pure reserves the right to require Reseller to provide evidence of its compliance to inspect or audit, or to have a reasonably agreed upon third party inspect or audit such records to its verify compliance with this Agreement.

4.7 Packaging. Reseller will distribute the Products unmodified and with all packaging and license agreements, limited warranty statements and proprietary rights statements intact as received from Pure.

4.8 Notification. Reseller will promptly notify Pure of any claim or proceeding, or any claimed or suspected defects, relating to the Products of which Reseller becomes aware.

5. INTELLECTUAL PROPERTY

5.1 License Grant. Subject to the terms and conditions of this Agreement, Pure grants to Reseller, during the term of this Agreement, a nonexclusive, nontransferable, revocable license, without right of sublicense, to (a) sell Products to End Users in the Territory; (b) use Products in the Territory solely for the purposes of demonstrating, marketing, and promoting the Products at data centers that are mutually agreed upon by the parties; and (c) distribute the Marketing Materials and Documentation to End Users and prospective End Users in the Territory for the purpose of promoting the sale of Products.

5.2 General Restrictions. Reseller acknowledges that the Product embodies valuable trade secrets of Pure and its suppliers. Except as provided herein, Reseller shall not: (a) alter or remove any of Pure's or its suppliers' copyright, patent, or other proprietary rights notices or legends appearing on or in the Products; (b) modify, adapt, alter, translate, or create derivative works of the Products; or (c) reverse-engineer the Products or reverse-compile, decompile, or attempt to derive the source code of any object code contained in any of the Products. The Products include software that is subject to the applicable End User Agreement. Reseller shall ensure that End Users are aware of the End User Agreement, and that such End User will accept the End User Agreement by way of shrink-wrap, click through, or other contract formation mechanisms. All such software is licensed and is not sold.

5.3 Trademark License. Subject to the terms and conditions of this Agreement, Pure grants to Reseller a nonexclusive, nontransferable, revocable license to reproduce the Pure Marks in Reseller's marketing and promotional materials solely for the purpose of marketing the Products in the Territory pursuant to this Agreement, provided that (a)

Reseller's use of the Pure Marks complies with the then-current Pure trademark guidelines; and (b) Reseller's use of the Pure Marks is not misleading and does not imply that Pure endorses Reseller or any products or services offered by Reseller other than the Products. Reseller may not reproduce or use the Pure Marks (or any other Pure trademarks) other than as expressly provided in this section except as expressly approved by Pure in writing (including electronic communication). Reseller acknowledges Pure's proprietary rights in the Pure Marks and agrees that any use thereof shall inure to the sole benefit of Pure. Reseller shall not incorporate any Pure Marks into Reseller's trademarks, service marks, company names, Internet addresses, domain names, or any similar designations without Pure's prior written consent.

5.4 Ownership. As between Reseller and Pure, Pure and its suppliers shall retain exclusive ownership of all worldwide intellectual property rights in and to the Products, the Documentation, the Marketing Materials, and any updates, upgrades, modifications, or enhancements thereto, and any derivative works thereof. There are no implied licenses in this Agreement, and Pure reserves all rights not expressly granted under this Agreement.

6. ORDERING PROCESS

6.1 Forecasts. At least quarterly, Reseller will provide Pure with a six month rolling forecast (via email) setting forth Reseller's estimated requirements for Product shipment by month. Such forecasts are for planning purposes only, and are not binding on either party.

6.2 Ordering. Reseller may order Products and Support Services by submitting written purchase orders ("Orders"). All Orders shall refer to this Agreement and, at a minimum, shall specify the quantities of Products and Support Services ordered, the price, the requested shipment date, the End User's complete name and address, and the shipment destination. All Orders shall be subject to acceptance by Pure in its sole discretion. Any terms or conditions contained in Orders that are inconsistent with, or additions to, the terms of this Agreement are hereby expressly rejected, irrespective of whether Pure accepts such Order.

6.3 Shipment. Shipping dates will be scheduled by Pure in its sole discretion upon its acceptance of Orders from Reseller. All shipments of Products shall be EXW (ex works) (Incoterms 2000) Pure's shipping point. Pure will, however, process the documentation for shipment of the Product(s) to the destination (within the Territory) specified by Reseller in such Order, with all costs of freight, insurance, duty and documentation billed to and paid by Reseller in accordance with Section 7. Pure shall exercise its own discretion in selecting a carrier. Risk of loss of, and title to, Product shall pass to Reseller and delivery will have been deemed to have occurred upon delivery to the carrier. All sales are final. Reseller or End User (as applicable) shall inspect all Products promptly upon receipt thereof and shall be deemed to accept such Products and waive all claims with regard to obvious defects and shipment errors, unless Reseller provides Pure with a rejection notice due to such defects and errors within five days after receipt. Reseller will comply with Pure's

standard RMA procedures in connection with any mis-shipment returns permitted hereunder.

7. PRICING AND PAYMENT

7.1 Product Pricing. Pricing for the Products and Support Services is set forth above and is based on Pure's applicable MSRP pricing in effect as of the date of submission of the Order. Pure may amend the MSRP pricing for some or all Products or Support Services from time to time in its discretion, and will keep Reseller informed of changes to MSRP pricing. Notwithstanding anything to the contrary in this Agreement, Reseller will have the sole and exclusive right and ability to independently determine all prices that it charges to End Users.

7.2 Payment Terms. Pure invoices upon shipment of Products (or, in the case of Support Services, at the start of the term of such Support Services), and payment is due upon invoice. Subject to available credit, the terms of payment are net forty-five (45) days from Pure's invoice date. Payments shall be made via wire transfer representing payment of the full amount for Products ordered. In the event that credits are owed to Reseller by Pure, Pure may issue credits against Reseller's account and offset against the next invoice. Reseller may not deduct such credited amounts from, or offset such credited amounts against, any invoiced amounts due from Reseller to Pure without Pure's written approval. For any amount that is past due, Pure reserves the right to impose upon Reseller a late charge equal to one and one-half percent (1½%) per month (or the maximum legal rate in effect, whichever is less) of all outstanding amounts, accruing from the due date until final payment. The foregoing shall in no way limit any other remedy available to Pure.

7.3 Taxes, Fees and Documentation. Reseller agrees to pay, and to indemnify and hold Pure harmless from, any sales, use, excise, withholding, import or export, value added or similar tax, not based on Pure's net income, and all government permit or license fees and all customs, duty, tariff and similar fees levied upon the delivery of Products, Support Services, and any other deliverables or provision of services related thereto, and any costs associated with the collection or withholding thereof, including penalties and interest. Without limiting the foregoing, if any amount payable by Reseller to Pure under this Agreement should be subjected to any deduction or withholding on account of any tax or charge, Reseller shall (a) effect such withholding, remit such amounts for the proper taxing authorities, and promptly furnish Pure with tax receipts evidencing the payments of such amounts and (b) pay to Pure such additional amounts as may be required in order that the net amount received and retained by Pure, after deduction or withholding of all related taxes and charges, free from liability for such deduction or withholding, shall be equal to the stated amount payable to Pure pursuant to the terms of this Agreement.

8. CONFIDENTIALITY. "Confidential Information" or "CI" means any nonpublic information of a party (the "DP"), whether disclosed orally or in written or magnetic media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "RP") knows or should have known is the confidential or proprietary

information of the DP. Information will not constitute the other party's CI if it (a) is already known by the RP without obligation of confidentiality; (b) is independently developed by the RP without access to the CI; (c) is publicly known without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. The RP shall not use or disclose any CI except as expressly authorized by this Agreement and shall protect the DP's CI using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. The RP shall take prompt and appropriate action to prevent unauthorized use or disclosure of the DP's CI. If any CI must be disclosed to any third party by reason of legal, accounting or regulatory requirements, the RP shall promptly notify the DP of the order or request and permit the DP (at its own expense) to seek an appropriate protective order.

9. TERM AND TERMINATION

9.1 Term. Unless terminated earlier as expressly permitted by this Agreement, the term of this Agreement shall begin on the Effective Date and continue until January 31st of the following calendar year (the "**Initial Term**"). Upon expiration of the Initial Term, and subject to the Termination provisions of Section 9.2 below, the Agreement shall automatically renew for successive calendar year terms commencing on February 1 and concluding on January 31.

9.2 Termination. Either party may terminate this Agreement (a) for convenience in its sole discretion, upon sixty (60) days' prior written notice to the other party; (b) upon written notice at any time if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof; and (c) immediately (and without a cure period) upon written notice (i) by Pure if Reseller materially breaches Section 2 (Appointment), Section 4.6 (Compliance with Laws and Business Conduct) or Section 5 (Intellectual Property); (ii) by either party if the other party materially breaches Section 8 (Confidentiality); or (iii) by either party if the other party becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES OR PAYMENTS OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS SECTION 9.

9.3 Effect of Termination. Upon termination or expiration of this Agreement, all rights and licenses granted to Reseller hereunder shall immediately terminate and each party shall return or destroy all CI of the other party. For clarity, Reseller shall not resell any Support Services, or renew any Support Services term, after the date of expiration or termination of this Agreement. Reseller shall pay any amounts owed to Pure at the time of termination, and Pure shall pay to Reseller any amounts owed for credits to Reseller's account, within fifteen (15) days. Sections 1, 4.2, 5.4, 7.2, 7.3, 8, 9.3,

10, 11, 12, 13, and any outstanding payment obligations shall survive any expiration or termination of this Agreement. All other rights and obligations will terminate.

10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties. Each party hereby represents and warrants that (a) it has full power and authority to enter into and perform this Agreement; and (b) none of its activities under this Agreement, is restricted by, contrary to, in conflict with, or ineffective under any law or regulation to which such party is subject.

10.2 End User Limited Product Warranty. Pure provides a limited warranty to each End User for the Products (the "**Limited Warranty**"). This Limited Warranty is provided to the End User through the End User Agreement. Certain exclusions and exceptions, as stated in the End User Agreement, apply. Reseller shall ensure that each End User is aware of this Limited Warranty.

10.3 Disclaimers. EXCEPT AS SET FORTH IN THE PURE LIMITED WARRANTY TO THE END USER FOR THE PRODUCTS, DOCUMENTATION, MARKETING MATERIALS, AND RELATED SERVICES AND MATERIALS "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. Reseller shall not make, or authorize any other person or entity to make, any representation or warranty whatsoever on behalf of Pure with regard to the Products or Support Services.

10.4 Excluded Uses. THE PURE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS OR SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE (THE "**EXCLUDED USES**") AND RESELLER AGREES NOT TO MARKET OR RESELL THE PRODUCTS FOR SUCH EXCLUDED USES.

11. INDEMNIFICATION

11.1 Indemnification by Pure. Pure will defend and hold Reseller harmless against any loss, liability and expense (including reasonable attorneys' fees) paid to third parties arising from any third-party action brought against Reseller based upon a claim that any of the Products (in the form provided by Pure) infringes any patents in the Territory or copyrights in the Territory, or misappropriates any trade secrets in the Territory. If the Products become, or in Pure's opinion are likely to become, the subject of an infringement claim, Pure may, at its option and expense, either (a) procure for Reseller the right to continue exercising the rights licensed to Pure in this Agreement; (b) replace or modify the affected Product so that it becomes non-infringing; or (c) accept return of the affected Products, refund to Reseller prorated payments of fees for such returned Products made by Reseller to Pure pursuant to Section 7 (Pricing and Payment), reduced on a

straight-line basis over three (3) years from the date of delivery of such Product by Pure, and terminate this Agreement by written notice to Reseller. This indemnification obligation shall not apply to infringement actions or claims to the extent that such actions or claims are based on or result from: (i) modifications made to the Products by a party other than Pure; (ii) the combination of the Product with items not supplied by Pure; or (iii) Reseller's solicitation of orders or distribution of Product after Pure has instructed Reseller to cease soliciting orders or distribution for such Product. THIS SECTION STATES RESELLER'S SOLE AND EXCLUSIVE REMEDY AND PURE'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

11.2 Indemnification by Reseller. Reseller agrees to defend and hold Pure and its suppliers harmless against any loss, liability and expense (including reasonable attorneys' fees) paid to third parties arising from (a) any claims of infringement caused in whole or in part by modifications or improvements to the Products created by or on behalf of Reseller; (b) any claims arising from the use of the Pure Products for any of the Excluded Uses in Section 10.4; and (c) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Reseller relating to the Products, or Support Services, other than as authorized by Pure in writing or made in the Documentation.

12. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 5 (INTELLECTUAL PROPERTY) OR SECTION 8 (CONFIDENTIALITY) AND EACH PARTY'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION): (I) NEITHER PARTY (NOR ANY OF PURE'S SUPPLIERS) SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE ONE HUNDRED THOUSAND U.S. DOLLARS (U.S. \$100,000). THIS LIABILITY LIMIT IS CUMULATIVE AND THE EXISTENCE OF ONE OR MORE CLAIMS HEREUNDER SHALL NOT ENLARGE THE LIMIT. THE FOREGOING DOES NOT LIMIT RESELLER'S PAYMENT OBLIGATIONS UNDER SECTION 7 (PRICING AND PAYMENT) FOR PURCHASES OF PRODUCTS AND SUPPORT SERVICES.

13. GENERAL

13.1 Independent Contractors. Each party hereto is an independent contractor of the other and nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties. Neither party shall make any

commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so.

13.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of (a) the state courts located in Santa Clara County, California; and (b) the federal courts located in the Northern District of California, as well as these courts' respective courts of appeal, for the purposes of any suit, action or other proceeding arising out of this Agreement. Notwithstanding the foregoing, either party shall be entitled to seek equitable relief in any appropriate forum. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and the parties hereby disclaim the application thereof.

13.3 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of Section 5 (Intellectual Property), Section 8 (Confidentiality) and any attempt by Reseller to resell Products or Support Services outside of the Territory may cause irreparable damage for which recovery of money damages shall be inadequate, and that a party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

13.4 Notices. All notices required under Sections 3.2, 8, 9, 11 and 13 of this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight deliver such as Federal Express, or registered mail (return receipt requested) and shall be deemed given upon personal delivery or upon confirmation of receipt. Notices shall be sent to the parties at the addresses in the heading of this Agreement or such other address as either party may designate for itself in writing. If the notice is to Pure, a copy shall also be sent to the attention of its Chief Executive Officer at the Pure address specified herein. All other notices and reports may be made by email or other electronic communications.

13.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, floods, storms, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

13.6 Waiver; Severability. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter. In the event that any provision of this Agreement shall be held by a court to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.

13.7 Compliance with Laws. Each party shall obey all applicable laws and regulations in the performance of its duties and tasks under this Agreement. Without limiting the foregoing, each party will comply with all applicable U.S. and foreign export control laws and regulations, including the Export Administration Regulations promulgated by the U.S. Department of Commerce.

13.8 Construction. The headings of sections of this Agreement are included solely for convenience of reference and are not to be used to define, construe or describe the scope of any aspect of this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

13.9 Assignment. Reseller may assign this Agreement to its successor as part of a merger or acquisition by or of Reseller, with prior written notice to Pure. Except as provided above, Reseller may not delegate, assign or transfer the this Agreement, and its rights and obligations hereunder,

and any attempt to do so, without Pure’s express prior written consent, will be null and void. Pure may assign this Agreement, and its rights and obligations hereunder, in its discretion.

13.10 Entire Agreement; Modification. This Agreement, including the exhibits, constitutes the entire agreement between Reseller and Pure and supersedes in their entirety any and all oral or written agreements previously existing between Reseller and Pure with respect to the subject matter hereof. This Agreement may only be amended or supplemented by a writing that refers explicitly to this Agreement and that is signed by duly authorized representatives of Reseller and Pure.

13.11 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.