



# Customer Agreement Additional Terms Attachment

## InfiniBox CoD

The provisions of this Additional Terms Attachment are in addition to and prevail over the General Terms of the Dynamix Group Customer Agreement for sales of all InfiniBox® storage Machines manufactured by Infinidat, Inc. ("Infinidat") which incorporate Capacity on Demand features. Capitalized terms are defined in the General Terms of the Dynamix Group Customer Agreement or in Section 3 of this Attachment.

### 1. Capacity on Demand

Customer agrees to purchase allocated Virtual Capacity in excess of Purchased Capacity subject to any applicable CoD Cap and to allow Infinidat to remotely monitor an InfiniBox's Virtual Capacity levels on a daily basis using the InfiniBox's call home feature. Failure by Customer to ensure that the call home feature remains enabled is a material breach of these terms.

Infinidat or Dynamix will provide Customer with a monthly written capacity usage statement (the "**Capacity Statement**") which shows the daily level of Capacity Increase (if any) that was measured for each day of that month. The highest daily level of Capacity Increase for a month is defined as the "**Maximum Monthly Capacity Increase**".

Upon receipt of a Capacity Statement that shows there has been a Capacity Increase during that month, Customer agrees to purchase additional Virtual Capacity at the price quoted on the original Order Document for the InfiniBox in increments of 10TB by rounding up the Maximum Monthly Capacity Increase to the nearest 10TB (the "**Payable Capacity Increase**"). For example if an InfiniBox's Virtual Capacity of 275TB exceeds that InfiniBox's Purchased Capacity of 250TB, then Customer agrees to purchase an additional 30TB of the InfiniBox's Virtual Capacity. Customer agrees that Dynamix may invoice the Payable Capacity Increase without any additional authorization from Customer (such as a purchase order) and Customer agrees to pay the invoice when due.

Customer's total Virtual Capacity purchase obligation is CoD Uncapped unless the Order Document specifies that the InfiniBox is CoD Capped.

Capacity Increases do not extend the original warranty period of the InfiniBox or any previously purchased support period or services.

### 2. Modification Date

Dynamix last modified these Additional Terms on July 1, 2019.

### 3. Definitions

**Capacity Increase** means an InfiniBox's Virtual Capacity minus its Purchased Capacity.

**Capacity on Demand ("CoD")** means a purchasing option that enables Customers to purchase a portion of an InfiniBox's Virtual Capacity.

**CoD Capped** means that the maximum amount of an InfiniBox's Virtual Capacity that must be purchased is capped at an amount specified on the Order Document (the "CoD Cap").

**CoD Uncapped** means that the maximum amount of an InfiniBox's Virtual Capacity that must be purchased is not capped and may exceed the InfiniBox's Physical Capacity.

**Physical Capacity** means an InfiniBox's physical useable storage capacity that is available for Customer data storage.

**Purchased Capacity** means an InfiniBox's Virtual Capacity that has been purchased by Customer.

**Virtual Capacity** means an InfiniBox's total storage capacity that is defined within the InfiniBox as "virtually allocated within pools" reflecting the sum of all volume sizes. An InfiniBox's Virtual Capacity can be greater than its Physical Capacity.