



# Customer Agreement

## Additional Terms Attachment

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### Infinidat FLX

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 Infinidat FLX®, an offering of Infinidat, Inc. (“Infinidat”) for subscription-based storage capacity on InfiniBox® Machines. Capitalized terms are defined in the General Terms of the Dynamix Group Sales Agreement or in Section 7 of this Attachment.

#### 1. Terms of Sale

Infinidat FLX is provided by Infinidat under the [Infinidat General Terms and Conditions](#).

#### 2. Infinidat FLX Capacity

Customer agrees to allow Infinidat to remotely monitor Virtual Capacity usage on a daily basis by using its call home feature. Failure by Customer to ensure that the call home feature remains enabled is a material breach of these terms.

#### 3. Invoicing

Committed Capacity is invoiced on a monthly basis in advance at the Committed Capacity Rate. Committed Capacity can be increased but cannot be reduced during the Subscription Period.

Capacity Increase is calculated daily and invoiced on a monthly basis in arrears. The monthly amount billable for a Capacity Increase is calculated by multiplying the Average Capacity Increase by the Capacity Increase Rate.

By Customer’s acceptance of the Sales Quote, Customer commits to pay for the Committed Capacity and any Capacity Increases for the entire Subscription Period and agrees that payment is not contingent upon Customer’s issuance of any additional purchase orders or other approvals.

#### 4. Subscription Hardware

Infinidat retains title to all hardware provided as part of Infinidat FLX (“Subscription Hardware”), and Subscription Hardware may not be moved without Infinidat’s written consent. Upon termination or expiration of the Subscription Period, Customer shall (i) promptly contact Dynamix regarding the return of Subscription Hardware; (ii) coordinate with Dynamix and Infinidat for the prompt return of the Subscription Hardware; (iii) bear the cost of the return; (iv) reimburse Dynamix for repair or replacement costs associated with any damage to the Subscription Hardware while in Customer’s possession (other than normal wear and tear); and (v) ensure that all information stored on the Subscription Hardware is removed in its entirety. Dynamix and Infinidat are not responsible for or liable to Customer or any third party for any information remaining on the Subscription Hardware returned to Infinidat, and Infinidat has the right to delete and destroy any such information or data. Failure to return the Subscription Hardware shall entitle Dynamix and Infinidat to take immediate steps to ensure the return of the Subscription Hardware or to invoice for the entire purchase price of the Subscription Hardware.

#### 5. Term

Unless otherwise set forth in the Sales Quote, the start date of any Subscription Period shall be the earlier of: (i) the installation date of the Subscription Hardware; or (ii) 7 calendar days after Customer’s receipt of the Subscription Hardware. Upon expiration of the initial Subscription Period, Infinidat FLX will automatically renew for a subsequent 12-month Subscription Period at a price increase of 10% per terabyte per month above the price paid for the Committed Capacity for the original Subscription Period, unless Customer provides Dynamix and Infinidat written notice of its intent not to renew at least 60 days prior to the expiration of the then-current Subscription Period.

#### 6. Modification Date

Dynamix last modified these Additional Terms on June 2, 2022.

#### 7. Definitions

**Average Capacity Increase** means the sum of the Capacity Increase for every day of the month divided by the number of days in the month.



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**Capacity Increase** means the highest amount of Virtual Capacity measured on a daily basis and rounded up to the next TB, excluding any Committed Capacity.

**Capacity Increase Rate** means the monthly per terabyte rate specified in the Sales Quote for a Capacity Increase.

**Committed Capacity** means the amount of Virtual Capacity Customer commits to pay for during an agreed upon Subscription Period, billed at the Committed Capacity Rate.

**Committed Capacity Rate** means the monthly rate specified in the Sales Quote for Committed Capacity.

**Infinidat FLX** means Infinidat's hardware, software, and service delivered to Customer on a subscription basis and provided under the terms of use available at Infinidat's website.

**Subscription Period** means the time period specified in the Sales Quote during which Infinidat FLX is available to 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.