



Customer Agreement

Additional Terms Attachment

Evergreen//One

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 Evergreen//One™, an offering of Pure Storage, Inc. ("Pure"). Capitalized terms are defined in the General Terms of the Dynamix Group Customer Agreement or in Section 7 of this Attachment.

1. Terms of Sale

Evergreen//One will be provided by Pure under the terms of the [Pure End User Agreement](#) and [Evergreen//One Terms of Use](#).

2. On Demand Capacity

Customer agrees to allow Pure to remotely monitor capacity usage on a daily basis by using its phone-home feature called Pure1. Failure by Customer to ensure that Pure1 is enabled is a material breach of these terms and will incur additional fees as calculated by Pure.

3. Invoicing

Reserve Capacity is invoiced in advance at the Reserve Rate according to the billing frequency specified in the Sales Quote. Reserve Capacity can be increased but cannot be reduced during the Subscription Period.

On Demand Capacity is calculated daily and invoiced in arrears according to the billing frequency specified in the Sales Quote. The amount billable for On Demand Capacity is calculated by multiplying the Total On Demand Capacity by the Daily On Demand Rate.

By Customer's acceptance of the Sales Quote, Customer commits to pay for Evergreen//One 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

Pure retains title to all hardware provided as part of Evergreen//One ("Subscription Hardware"), and Subscription Hardware may not be moved without Pure's written consent. Upon termination or expiration of the Subscription Period, Customer shall (i) promptly contact Dynamix regarding the return of Subscription Hardware to obtain an RMA number, packaging instructions, and shipping address; (ii) promptly return the Subscription Hardware to Pure in accordance with Dynamix's reasonable shipping instructions; (iii) reimburse Dynamix for reasonable repair or reasonable replacement costs associated with any damage to the Subscription Hardware (other than normal wear and tear) while in Customer's possession; and (iv) ensure that all information stored on the Subscription Hardware is removed in its entirety. Dynamix and Pure are not responsible for or liable to Customer, or any third party, for any information remaining on the Subscription Hardware returned to Pure, and Pure has the right to delete and destroy any such information or data.

5. Term

Unless otherwise set forth in the Sales Quote, the start date of any Subscription Period shall be: (i) 28 days from Pure's acceptance date of any purchase containing Evergreen//One as identified in Pure1, or (ii) the acceptance date for any renewal or modification of an Evergreen//One subscription. Upon expiration of the initial Subscription Period, Evergreen//One will automatically renew for subsequent 12-month terms, unless Customer provides Dynamix and Pure 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 October 25, 2022.



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7. Definitions

Daily On Demand Rate means the rate calculated by multiplying the On Demand Rate by 12, then dividing the result by 365.

Evergreen//One means Pure's hardware, software, or service delivered to Customer on a subscription basis and provided under the terms of use available at Pure's website.

Host Written Capacity means the logical capacity of data written by a host to a storage volume.

On Demand Capacity means the total amount of Host Written Capacity excluding any Reserve Capacity as measured by Pure1.

On Demand Billing Period is the subdivision of the Subscription Period into regular recurring calendar periods as specified in the Sales Quote (e.g. month, quarter).

On Demand Rate means the monthly rate specified in the Sales Quote for On Demand Capacity.

Reserve Capacity means a commitment of Host Written Capacity for an agreed upon Subscription Period billed at the Reserve Rate.

Reserve Rate means the rate specified in the Sales Quote for Reserve Capacity.

Subscription Period means the time period specified in the Sales Quote during which Evergreen//One is available to Customer.

Total On Demand Capacity means each day's On Demand Capacity summed for all of the days in the On Demand Billing Period.