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Evergreen//One Terms Of Use

These Evergreen//One Terms of Use ("**Terms**"), formerly referred to as the Pure as-a-Service Terms of Use or Subscription Services Addendum, apply to the provision of a subscription service whereby Pure-owned products and services are provided to the End User on a consumption basis pursuant to these Terms (collectively **"Evergreen//One"**). For the sake of clarity, these terms apply to any subscriptions to "Pure as-a-Service" or "Evergreen Storage Service" or "ES2".

1. **EVERGREEN//ONE PRODUCT GUIDE.** This Evergreen//One Product Guide (https://www.purestorage.com/legal/evergreen-one-product-guide.html) describes the Subscription Services and service level agreements (each, an "SLA") for all Evergreen//One subscriptions.

2. **SUBSCRIPTION ADD-ON.** End User may purchase Evergreen//One Subscription Add-Ons as described in the Evergreen//One Add-Ons Guide (https://www.purestorage.com/legal/evergreen-one-add-ons-guide.html).

3. **CLOUD BLOCK STORE OR SUBSCRIPTIONS ON PUBLIC CLOUD.** Terms governing usage and/or purchase of Cloud Block Store or an Evergreen//One subscription, on or from a public cloud, are set forth in the Public Cloud Terms (https://www.purestorage.com/legal/public-cloud-terms.html). These Cloud Terms apply only if purchasing a public cloud subscription or using any portion of the Evergreen//One subscription in a public cloud. End Users may request that their Cloud Block Store subscriptions be transitioned to a Unified Block & File Performance Evergreen//One subscription delivered with Service Infrastructure in the End User's data center, provided that the minimum Reserve Commitment being moved is 50 TiB.

4. **PURE STORAGE ON EQUINIX METAL.** Terms governing the usage or purchase of Pure Storage on Equinix Metal are set forth in the Pure Storage on Equinix Metal Terms (https://www.purestorage.com/legal/pure-bare-metal-terms-of-use.html).

5. **EVERGREEN//ONE FOR MEDICAL IMAGING.** Terms governing the usage of Pure-owned products and servoces by the End User to be deployed for use only with DICOM data for PACS/VNA applications on a consumption basis for PACS/VNA data, is set forth in the Evergreen//One for Medical Imaging Services Terms.

6. **ACCESS AND USE.** Subject to these Terms, Pure grants to End User, and any third party that End User authorizes to perform services involving Evergreen//One solely for End User's benefit, a nontransferable, nonexclusive, terminable right (as per Secion 7 below) to: (a)

access and use Evergreen//One, and (b) download, install, and use, in executable object code format only, any Pure plug-in or software Pure deems necessary for End User to utilize Evergreen//One.

7. LOVE YOUR EVERGREEN//ONE SUBSCRIPTION GUARANTEE. Except for Evergreen//One subscriptions purchased through a Public Cloud Provider, the first Evergreen//One subscription purchased by End User comes with a 30-day "money back" guarantee, under which End User may be eligible to receive a full refund for the applicable Evergreen//One subscription, provided (a) End User must have performed a good-faith installation of the hardware and enabled the Pure1® phone home feature, and (b) End User must have notified Pure within 30 days of receipt of the hardware to elect for a refund, and must (i) cease use of Evergreen//One, and (ii) if applicable, return the Service Infrastructure within 10 days of such notice, in like new condition (other than normal wear and tear). Pure will pay the shipping costs for returns in accordance with Pure's reasonable instructions. Refunds will be processed within 30 days following the later of (1) End User's final use of Evergreen//One; or (2) Pure's receipt of the returned Service Infrastructure. Pure reserves the right to charge reasonable refurbishing fees for damage to the Service Infrastructure while under End User's control. If End User has conducted an evaluation of Evergreen//One, then End User has had an opportunity to evaluate Evergreen//One and is not eligible for this guarantee.

8. SERVICE TERM.

8.1 Subscription Start Date. Except for Cloud Block Store and unless otherwise set forth in the quote, the Service Term for all subscriptions commence as follows: (a) twenty-eight (28) days following Pure's acceptance of the order, as identified in Pure1; or (b) upon Pure's acceptance of the order for any renewal or modification of a subscription, as identified in Pure1. Cloud Block Store subscriptions commence one (1) day from order acceptance. Note: for some locations, subscriptions may start forty-five (45) days following Pure's acceptance of the order. This information will be set forth in Pure's quote to the authorized reseller.

8.2 Renewal. Subscriptions automatically renew for 12 months with a valid Purchase Order, and End User will be invoiced accordingly, unless End User provides Pure and/or its authorized reseller written notice of its intent not to renew the subscription at least sixty (60) days prior to the expiration of the then-current Service Term. In the event End User continues to use Evergreen//One after the expiration of the Service Term it will be charged for Post Service Term Usage in accordance with Section 8.4 below unless the End User enters into a new subscription or extends the subscription. In this event End User will be subject to a reinstatement fee equal to five percent (5%) of the annual contract value.

8.3 Expiration. These Terms, and End User's rights to use Evergreen//One terminate upon expiration of the applicable Service Term.

8.4 Post-Service Term Usage. If any Workloads remain on the Service Infrastructure following the Expiration of the Service Term, as per Section 8.3. above, End User is not entitled to the Post Term Grace Period and shall pay a minimum Daily Rate (invoiced monthly in arrears) for each day that the Service Infrastructure is not returned. At a minimum, the Daily Rate is equivalent to End User's Reserve Commitment plus 25% buffer capacity, at the On-Demand Rate. If there is any utilization above the Reserve Commitment

plus 25% buffer capacity, End User will be charged the greater usage at the On-Demand Rate. Pure is not responsible for any performance obligations or Service Level Agreements after Expiration of the Service Term.

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8.5 Termination for Convenience. End User may terminate a subscription for any reason and at any time, provided that End User: (a) provides Pure 60 days' prior written notice; (b) pays in full any On-Demand charges incurred through the date of termination; and (c) pays in full all Reserve Commitments outstanding from the date of termination through the end of the Service Term.

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8.6 Termination for Cause. These Terms, and End User's rights to use Evergreen//One, terminate immediately if: (a) End User fails to make timely payments for the subscription to Pure or its authorized reseller; (b) 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 (c) a party materially breaches any provision of these Terms or the Agreement and fails to cure such breach within 30 days from the date of such party's written notice to the other party. End User is only obligated to pay for Evergreen//One utilization through the date of termination if the subscription is terminated for cause pursuant to Pure's uncured material breach as set forth in Section 8.6(c).

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8.7 Effect of Termination. Upon any termination or expiration of a subscription, End User shall promptly: (a) discontinue use of Evergreen//One; (b) pay all amounts due for Evergreen//One for the duration of the Service Term, unless terminated for cause pursuant to Section 8.6(c); and (c) return all Service Infrastructure to Pure. In the event End User fails to return the Service Infrastructure as instructed by Pure, Pure reserves the right to use all options under law to access and retrieve its property. Notwithstanding anything to the contrary herein, any amounts prepaid through the date of termination are final and non-refundable.

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8.8 U.S. Federal and State Government End Users. US Government End Users may terminate a subscription, upon no less than 30 day's prior written notice to Pure if the US Government End User terminates or suspends performance of its contract or applicable task order with the Pure authorized reseller for failing or refusing to fund or to secure appropriations to fulfill or fund its obligations under its contract with the Pure authorized reseller. Upon expiration or termination of a subscription, the US Government End User shall: (i) immediately discontinue use of Evergreen//One; 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 access and retrieve the Service Infrastructure. Notwithstanding anything to the contrary, any amounts paid to Pure for Evergreen//One for periods prior to the termination date are final and non-refundable if the subscription is terminated pursuant to this Section.

9. INCREASES TO RESERVE COMMITMENTS AND UNUSED COMMITEMENTS.

9.1 Increases to Reserve Commitments. Reserve Commitments may be increased by the End User at any time during the applicable Service Term. End User acknowledges and agrees that Reserve Commitments shall not be reduced and if terminated Sections 8.5 to 8.7 above shall apply.

9.2 Unused Commitments. Any aspect of a Reserve Commitment unused by the End User does not rollover for consumption in any subsequent year within a Service Term or any renewals of a Subscription.

10. SERVICE INFRASTRUCTURE.

10.1 Management. Sizing of Service Infrastructure is based on the Workload and subject to Pure's reasonable discretion. Pure may expand, modify, substitute, replace, or remove any component of Service Infrastructure deployed to provide Evergreen//One to meet the Workload based on data reduction efficiencies Pure sees with similar end users across its install base. Pure ships Service Infrastructure following confirmation of the datacenter's readiness, as determined by completion of Pure's pre-site survey. All shipments are at Pure's sole cost and expense. The Service Infrastructure must not be moved without Pure's written consent, which shall not be unreasonably withheld. Any move performed without Pure's consent shall incur additional charges as provided by Pure to the End Customer. 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 Evergreen//One.

10.2 End User Responsibilities. End User is responsible for any and all damage or loss, except for normal wear and tear, to any Service Infrastructure, from the moment of receipt by End User until returned to Pure. End User shall promptly reimburse Pure for any and all costs to replace or repair any Service Infrastructure that is damaged or lost.

10.3. Workload Management. End User is responsible for balancing its usage of Service Infrastructure deployed for a given License. Therefore, End User must balance usage across all Service Infrastructure deployed for a given License prior to Pure providing any additional Service Infrastructure. For clarity, Pure may not ship additional Service Infrastructure to any License unless: (a) End User has maximized usage across all Service Infrastructure within the License subscription; and (b) consumption of Evergreen//One has exceeded 80% of Effective Usable Capacity of the Service Infrastructure for any given License. Notwithstanding anything to the contrary herein, shipment of additional Service Infrastructure is subject to the payment of all current and outstanding invoices for Evergreen//One.

11. SUPPORT. Evergreen//One subscriptions are delivered with Premium Support as described in Pure's Customer Support Guide (https://support.purestorage.com/Pure1/Support/Pure_Storage_Customer_Support_Guide).

12. FEE STRUCTURE AND INVOICING CADENCE.

12.1 Reserve Commitment Charges. Reserve Commitments are a fixed charge, billed in advance per License at the corresponding Reserve Rate on either a monthly, quarterly, or annual basis.

12.2 On-Demand Charges. On-Demand usage is a variable charge, billed in arrears on a calendar quarterly basis unless otherwise agreed in writing, based on End User's average daily Effective Usable consumption of the subscription in excess of the Reserve Commitment per License, at the corresponding On-Demand Rate.

13. PURE1 CONNECTIVITY REQUIRED.

13.1 Pure1 Data Transmission. Pure1 is an integral component of Pure's delivery of Evergreen//One that provides Pure1 Data and is integral to Pure's ability to deliver SLAs as described herein. End User acknowledges and agrees that the rates charged for all subscriptions, Pure's ability to deliver any SLAs described herein, and for End User to comply with these Terms, Pure must receive Pure1 Data. Therefore, to the extent within End User's reasonable control, End User shall ensure that Pure1 Data transmission to Pure is not disabled. Pure reserves the right, upon prior notice, to exercise any of the following remedies if Pure1 is disabled in excess of 4 consecutive days in any 30-day period during the Service Term: (a) demand payment of the Pure1 Connectivity Charge to Pure's authorized reseller for the period of time Pure1 is disabled; or (b) upon 15 days' prior written notice, suspend or terminate the subscription.

13.2 Pure Edge Services. Pure Edge Services is an integral component of Pure's delivery of Evergreen//One that provides management capabilities to Pure for the purpose of ongoing delivery of the Service, and maintenance of the Service Infrastructure, and is a requirement to receive the Services as described in the Product Guide with the applicable SLAs. End User acknowledges and agrees that: (1) End User will comply with these Terms and; (2) Pure must be able to manage the Service using Pure Edge Services, for Pure to deliver the Service according to these Terms. Therefore, to the extent within End User's reasonable control, End User shall enable or allow Pure to enable Pure Edge Services, and ensure that Pure Edge Services are not disabled. Pure reserves the right, upon prior notice, to exercise any of the following remedies if Pure Edge Services is disabled in excess of 4 consecutive days in any 30-day period during the Service Term: (a) demand payment of the Pure1 Connectivity Charge for the period of time Pure1 is disabled; or (b) upon 15 days' prior written notice, suspend or terminate the subscription.

13.3 Pure1 Connectivity Charges. End User shall pay a minimum Daily Rate (invoiced monthly in arrears) for each day that Pure1 access is not enabled in excess of four days during a 30-day period at a minimum of the Daily Rate equivalent to End User's Reserve Commitment plus 25% buffer capacity, at the On-Demand Rate. If there is any utilization above the Reserve Commitment plus 25% buffer capacity, End User will be charged the greater usage at the On-Demand Rate.

14. TITLE. Pure and its suppliers exclusively retain all right, title, and interest in all Service Infrastructure, 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, and no license or other implied rights of any kind are granted or conveyed except for the limited right to access and use Evergreen//One, as described herein. Evergreen//One remains Pure's sole and exclusive personal property, and End User shall not encumber, sell, or otherwise dispose of the Evergreen//One Service Infrastructure without having received prior written authorization from Pure.

15. DARK SITES AND NON-RETURNABLE FAULTY DRIVES.

15.1   Dark Sites. End User may be subject to Government or corporate security policies (collectively, "Dark Site Security Policies") such that connectivity to Pure1 is not possible, in which case Pure's obligation to provide any SLAs are limited to commercially reasonable efforts to deliver those SLAs. End User must purchase the Dark Side Addon, such that in lieu of being connected to Pure1, End User must provide telemetry logs (the **"Logs"**) on a monthly

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basis identifying the following information regarding End User's daily usage: (a) average collected totals for daily amount consumed; (b) Service Infrastructure utilization within a License to assess if there is need for more capacity and (c) any other information reasonably requested by Pure. If End User fails to provide the Logs, then Pure may exercise any of the following options: (i) demand End User to pay a minimum Daily Rate (invoiced monthly in arrears) for each day that End User does not provide the Logs to Pure at a minimum of the Daily Rate equivalent to End User's Reserve Commitment plus 25% buffer capacity, at the On-Demand Rate. End User will be charged the greater usage at the On-Demand Rate, if there is any utilization above the Reserve Commitment plus 25% buffer capacity; or (ii) suspension or termination of the subscription, provided that Pure notify End User prior to any such suspension or termination.

15.2 Non-Returnable Faulty Drives. End User may be unable to return faulty drives. Therefore, End User must purchase the Faulty Drive Retention Addon, permitting the End User to retain any faulty drives that Pure replaces. End User acknowledges and agrees that if End User fails to remove any information or data stored on any returned Service Infrastructure: (a) Pure is not liable to End User; and (b) Pure has the right to destroy that information or data.

16. DEFINITIONS.

16.1 Annual Study Generation Volume: End User's commitment to the volume of Studies generated per year used to establish the baseline billing regardless of actual volume of Studies created.

16.2 DICOM: Digital Imaging and Communications in Medicine; a technical standard (https://en.wikipedia.org/wiki/Technical_standard) for the digital storage and transmission of medical images (https://en.wikipedia.org/wiki/Medical_image_sharing) and related information.

16.3 Effective Usable: measure of data that may be written by a host to an Evergreen//One subscription License, and any incremental unique snapshot data thereof.

16.4 Effective Used Capacity (EUC): measure of data written by a host to an Evergreen//One subscription volume, and any incremental unique snapshot data thereof.

16.5 Excluded Products: Cloud Block Store, First Generation FlashBlade, any Product deployed within a dark site, and any products or hardware purchased by Pure in a buy-back or trade-in.

16.6 Incremental Data: One of two measures charged for Post-Service Term usage calculated as follows: Incremental Data = (maximum of reserve data commitment or actual usage over the past contract) * (Per-TiB rate) * 12/365 * 1.5.

16.7 Install Location: a location where Service Infrastructure within a License is deployed to provide the subscription.

16.8 License: a subscription in an Install Location, or a public cloud, to deliver a specific subscription service (e.g. UBF Performance) under a single Reserve Commitment. There may be multiple Licenses in the same Install Location.

16.9   On-Demand: any utilization of a subscription, above and beyond the Reserve Commitment.

16.10 On-Demand Rate: the rate applicable to On-Demand usage.

16.11 PACS: Picture Archiving and Communication System.

16.12 Post Term Grace Period: a 30-day period to return the Service Infrastructure granted to an End User who has removed all Workloads at the expiration or termination of the applicable Service Term. If End User returns the Service Infrastructure after the Post Term Grace Period, End User shall pay the Post-Service usage for each day that the Service Infrastructure is not returned beyond 30 days.

16.13 Pure1 Data: telemetry data to Pure and subscription tools in Pure1 for End User.

16.14 Pure Edge Services: A feature of Purity and Pure1 which allows for cloud-based management of Pure hardware and software components, and is integral to the delivery of Evergreen//One subscriptions, performance expectations, and SLAs.

16.15   Reserve Commitment - Evergeen//One: As applied to Evergreen//One, the minimum usage commitment of Effective Usable capacity of the applicable Pure subscription, set and managed at the License level.

16.16   Reserve Commitment - Evergreen//One for Medical Imaging: As applied to Evergreen//One for Medical Imaging, the total Studies committed to be written to the Service Infrastructure, set and managed at the License level.

16.17 Reserve Rate: the amount charged for utilization of the Reserve Commitment.

16.18   Service Credit: credit earned as part of any SLA miss on the specific Service Infrastructure applied to the subscription invoice for that affected Service Infrastructure.

16.19   Service Term: the term of the subscription, as set forth on the applicable quote or order.

16.20   Service Infrastructure: Pure-owned hardware and software components utilized by Pure, and installed at the Install Locations identified in the applicable quote, to deliver Evergreen//One.

16.21 Site Rebalance Minimum Reserve Commitment: The minimum reserve for Site Rebalance is an average across all licenses within a certain service covered at a customer; see   section   2   of   the   Evergreen//One   Add-Ons   Guide (https://www.purestorage.com/legal/evergreen-one-add-ons-guide.html).

16.22   Study: A collection of DICOM files written to the Service Infrastructure sharing a unique study Instance ID (as defined by the DICOM standard), whereby each Study size is defined by the Parties in the Quote, but the average Study size for all Studies on the Service Infrastructure does not exceed 2x the Study size.

16.23 Study Generation Fee: The Study Generation Fee is calculated as follows: (maximum of yearly commitment or actual generation over the past contract) * 1/365 * (Per-Study rate) * 1.5.

16.24 Total Seconds of the Month: the aggregate seconds across all Service Infrastructure within each License, measured on a monthly basis.

16.25 UBF: Unified Block and File.

16.26 UFFO: Unified Fast File and Object.

16.27 UDR B&F: Unified Data Repository, Block and File.

16.28 UDR F&O: Unified Data Repository, File and Object.

16.29 Unplanned Downtime: the period of time when use or access to the subscription is not available to the host or application, for reasons neither planned nor anticipated by Pure.

16.30 U.S. Government End User(s): end Users that are part of a United States federal, state, or municipal government or agency.

16.32 VNA: Vendor Neutral Archive.

16.33 Workload(s): end User's identified workload requirements, as reported by End User to Pure.

17. General Terms. These Terms supplement the Pure End User Agreement (https://www.purestorage.com/legal/pure-end-user-agreement.html) (or other written agreement covering the same subject matter executed by Pure) for the applicable subscription purchased by End User. Capitalized terms not specifically defined in these Terms have the same meaning as in the End User Agreement. Pure reserves the right to update these Terms from time to time, as noted by the "Last Updated" date below.

Last Updated August 18, 2025

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