

END USER AGREEMENT

IMPORTANT: Please read this End User Agreement (“**Agreement**”) before installing or using any Products or services that you or the entity that you represent (“**End User**” or “**Customer**”) obtain from Pure Storage, Inc. (“**Pure**”) or from any third party authorized by Pure to resell the Products and services. By installing or using the Products or services, you represent and warrant that you have the authority to bind End User and agree that End User is bound by this Agreement with Pure, unless a separate written agreement is in effect that specifically governs the subject matter of your purchase.

1. UNIVERSAL END USER TERMS (APPLICABLE TO ALL PRODUCTS AND SERVICES).

1.1 Purchases Made Via Pure’s Authorized Resellers. Except for Pay-As-You-Go Software Licenses (as described in the Portworx Terms), all other Products and services are purchased via a Pure authorized reseller. All pricing, payment, and delivery terms (including risk of loss) for all Products and services are set forth in the order between End User and the applicable Pure authorized reseller.

1.2 Pure’s Retained Rights. Except for title to the underlying hardware for hardware purchases (as described in Section 2 herein) or Evergreen //Flex (as describe in Section 3.3 herein), Pure and its suppliers exclusively retain all right, title and interest, in all other intellectual property rights, including patent, trademark, trade name and copyright, whether registered or not registered, in and to the Products and related documentation, and any modifications, improvements, enhancements, customizations, updates, or derivative works thereof. Pure and its suppliers reserve all rights not expressly granted herein, and no other license or other implied rights of any kind are granted or conveyed. In the event that items of software code provided with the Products are subject to “open source” or “free software” licenses, nothing herein limits End User’s rights under, or grants rights that supersede, the applicable license therefore. End User grants to Pure a perpetual, irrevocable, worldwide, sublicenseable, fully paid-up and royalty-free right to modify and use any Feedback in any manner, provided that Feedback is anonymized and does not identify End User.

1.3 Product Restrictions. End User shall not directly or indirectly (a) reproduce, modify, distribute, assign, disclose or make available any portion of the Products (or any related documentation) to any third party (except as otherwise authorized herein); (b) rent, lease or sublicense the Products; (c) reverse engineer, decompile, or disassemble any portion of the Products, or otherwise attempt to decrypt, extract or derive source code for, or any algorithms or data structures embodied within, any portion of the Products (except to the extent the foregoing restriction is expressly prohibited by applicable law); (d) use the Products to develop a similar product or service; (e) transfer or copy the software to, or use the software on, any other product or device, including any second-hand or gray market hardware that End User has not purchased from Pure or a Pure authorized reseller; or (f) publish or disclose to any third party any technical features, performance or benchmark tests, or comparative or competitive analyses relating to the

Products, except for internal use by the End User or as may be authorized by Pure in writing. End User will remain fully and primarily responsible to Pure for compliance with this Agreement if End User permits any third party to access the Products or services. Any future release, update, or other addition to functionality of the Products made available by Pure to End User shall be subject to this Agreement, unless Pure expressly states otherwise. End User shall preserve and shall not remove, obscure or alter any copyright labels required by law or other proprietary notices in the Products or related documentation.

1.4 Data Privacy. If End User provides personal data to Pure, the parties will ensure that such personal data is disclosed and handled in accordance with all applicable data protection laws and the confidentiality provisions set forth in this Agreement. End User acknowledges and agrees that Pure does not host or have read or write access to the End User data stored on the Products. End User is solely responsible for data (including personal data) managed or stored using the Products and for compliance with all applicable data privacy laws related thereto, and where required by applicable law, additional terms and conditions may apply. To the extent Pure receives personal data from End User, the [Pure Storage Privacy Notice](#) shall apply to Pure's management and usage of such data.

1.5 Products, Services, and Subscriptions in the Data Center. End User acknowledges and agrees that it is exclusively responsible for placement and use of all Products and services in a secure network environment with security access controls and processes consistent with then-current data center and network security policies and procedures. Notwithstanding anything to the contrary contained herein, it is expressly understood by the parties that Pure does not host or have read or write access to the End User data stored on the Products.

1.6 Product Diagnostic Reporting. End User acknowledges that the Products store certain diagnostic information about the routine operations of the Product, including performance, capacity usage, data reduction ratios, configuration data, and hardware faults (“**Pure1® Reports**”) and, when enabled by End User, periodically transmit these Pure1 Reports to Pure and authorized End User partners. End User understands and agrees that End User data stored on the Products is not accessed, transmitted or provided to Pure or any third party as part of the Pure1 Reports. Pure retains all rights, title, and interest in the Pure1 Reports. End User agrees that the collection and transmission of such Pure1 Reports is necessary to facilitate any subscription services and certain support services under an Evergreen subscription.

1.7 End of Product Lifecycle and Upgrade Policy. All Pure Products and services are subject to [Pure's End-of-Product Lifecycle Overview](#), which sets forth Pure's Product Lifecycle Policy. Additionally, as long as a valid and up-to-date Evergreen Subscription is in place, all versions of Purity are supported but fixes will only be delivered via a maintenance update to the then-current non EoL version of Pure Storage Operating Environment (OE).

2. HARDWARE PRODUCTS. (APPLICABLE TO CAPITAL PURCHASES OF PURE HARDWARE WITH A PERPETUAL LICENSE TO ANY EMBEDDED OPERATING

SOFTWARE). Purchases of Pure's hardware Products are covered by [Pure's Hardware Products Terms of Use](#).

3. EVERGREEN SUBSCRIPTIONS.

3.1 EVERGREEN (Applicable To Hardware And Software-Only Products). At its option, and subject to regional availability, End User may purchase an Evergreen Subscription providing the generally available Product maintenance and technical support in accordance with the [Pure Storage Customer Support Guide](#) during the term for which End User has purchased such Evergreen subscription, with these subscriptions commencing as of the date of order acceptance. Depending on the Product or level of Evergreen Forever Subscription purchased, certain benefits of the [Evergreen Storage Program Description](#) may also apply. Pure may designate support partners and authorized resellers to deliver the Evergreen Subscription in accordance with this Agreement.

3.2 EVERGREEN //ONE. (F/K/A Pure As-A-Service; Applicable To The Purchase Of A Service Whereby Pure-Owned Hardware, Software, And Capacity-Management Services Are Delivered On A Consumption Basis). At its option, and subject to regional availability, End User may purchase an Evergreen //One subscription whereby Pure-owned products and services are provided to the End User on a consumption basis pursuant to the [Evergreen //One Terms of Use](#).

3.3 EVERGREEN //FLEX. (Applicable To The Purchase Of A Consumption-Based License To Pure's Software And Delivered On Pure Hardware Owned By The End User). At its option, and subject to regional availability, End User may purchase an Evergreen Flex subscription whereby Pure's software and capacity management services are provided to the End User on a consumption basis pursuant to the [Evergreen //Flex Terms of Use](#).

4. PROFESSIONAL SERVICES. (APPLICABLE TO PROFESSIONAL SERVICES) End User may purchase Pure-branded professional installation or other professional services pursuant to Pure's [Professional Services Addendum](#).

5. PORTWORX PRODUCTS. (APPLICABLE TO PORTWORX PRODUCTS ONLY). Portworx Products are provided pursuant to the [Portworx Products Terms of Use](#).

6. LEGAL MISCELLANEOUS.

6.1 Confidential Information. Pure's Confidential Information includes all non-public information relating to, or derived from, the Products and services, including technical features, benchmark results, or performance results. Information does not constitute a party's Confidential Information if (a) already known by Recipient without obligation of confidentiality; (b) independently developed by Recipient without use of Discloser's Confidential Information; (c) publicly known without breach of this Agreement; or (d) lawfully received from a third party without obligation of confidentiality. Recipient shall: (i) not use or disclose any Confidential Information

except as expressly authorized by this Agreement or Discloser; (ii) protect Discloser's Confidential Information using the same degree of care that it uses with respect to its own Confidential Information of a like nature, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances; and (iii) limit access to Discloser's Confidential Information to its employees, affiliates, agents, or authorized representatives having a need to know and who are bound by confidentiality obligations no less protective to those contained herein. Recipient shall take prompt and appropriate action to prevent unauthorized use or disclosure of Discloser's Confidential Information. Recipient's obligations under this Section 6.1 survive termination and continue for five (5) years from the date of termination of this Agreement. All tangible materials containing Confidential Information shall remain the property of Discloser. Upon termination, Recipient shall cease any use of Confidential Information. Upon Discloser's written request, the receiving party shall promptly return (or at Recipient's option, destroy) all documents and tangible materials containing any portion of, or summarizing, Discloser's Confidential Information. At Discloser's request, an authorized representative of Recipient shall provide a certificate attesting to compliance with this section. Recipient shall promptly notify Discloser of any legal, accounting or regulatory order or request requiring the disclosure of any Confidential Information to any third party and permit Discloser (at its own expense) to seek an appropriate protective order.

6.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, PURE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO THE EXTENT WARRANTIES MAY BE DISCLAIMED UNDER APPLICABLE LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. PURE DOES NOT WARRANT AGAINST LOSS OR INACCURACY OF DATA OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED HEREIN, PURE PROVIDES THE PRODUCTS ON AN "AS IS" BASIS. THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE WHERE FAILURE OF THE PRODUCT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. END USER IS RESPONSIBLE FOR ENSURING THAT IT HAS APPROPRIATE DATA BACK-UP, DATA RECOVERY, AND DISASTER RECOVERY MEASURES IN PLACE.

6.3 Indemnification. Pure will indemnify and defend End User, at Pure's expense, against any action brought by a third party against End User to the extent that the action is based upon a claim that the Products directly infringe any copyrights, trademarks, or U.S. or European Union patents, or misappropriate any trade secrets, and Pure will pay those costs and damages finally awarded by a court of competent jurisdiction against End User in any such action that are specifically attributable to such claim or those costs and damages agreed to by Pure in a monetary settlement of such action. If End User's use of the Product is, or in Pure's opinion is likely to become, enjoined as a result of an infringement claim, Pure will, at its option and expense, either (i) procure the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing and remains functionally equivalent; or (iii) if, despite its commercially reasonable efforts, Pure is unable to do either (i) or (ii), Pure will accept return of the Product,

terminate the rights herein, and pay to End User a prorated refund of the money paid to Pure for the purchase of such Product reduced on a straight-line basis over a three-year life. Notwithstanding the foregoing, Pure will have no obligation with respect to any infringement claim based upon (a) any use of the Product that is not in accordance with this Agreement or the corresponding Product documentation; (b) any use of the Product in combination with other products, equipment, software, or data not supplied by Pure if such infringement would not have arisen but for such combination; (c) the use of any release of the software other than the current and immediately preceding version; or (d) any modification of the Product by any person other than Pure if such infringement would not have arisen but for such modification. This Section 6.3 states Pure's entire liability, and End User's sole and exclusive remedy, for infringement claims and actions. The foregoing obligations are subject to End User notifying Pure promptly in writing of such action, giving Pure sole control of the defense thereof and any related settlement negotiations, and cooperating and assisting in such defense at Pure's reasonable request and expense (including reasonable attorneys' fees).

6.4 Limitation of Liability. EXCEPT FOR PHYSICAL BODILY INJURY, DEATH, WILLFUL MISCONDUCT, OR ANY INFRINGEMENT OR VIOLATION OF PURE'S INTELLECTUAL PROPERTY RIGHTS, IN NO OTHER EVENT WILL EITHER PARTY, THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR LOST PROFITS, LOST OR CORRUPTED DATA, OR INTERRUPTION OF BUSINESS ARISING IN CONNECTION WITH THE USE OF THE PRODUCT OR SERVICES OR IN CONNECTION WITH ANY OTHER CLAIM ARISING FROM THIS AGREEMENT EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR PHYSICAL BODILY INJURY, DEATH, WILLFUL MISCONDUCT, INFRINGEMENT OR VIOLATION OF PURE'S INTELLECTUAL PROPERTY RIGHTS, OR PURE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTIES' AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY END USER FOR PRODUCTS OR SERVICES THAT GAVE RISE TO SUCH CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

6.5 Governing Law and Venue. This Agreement is governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles. The parties expressly consent to the personal jurisdiction and venue in the state and federal courts in Santa Clara County, California for any lawsuit filed there arising from or related to this Agreement. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

6.6 Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

6.7 Notices. Except as specifically stated, all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight delivery such as Federal Express, or registered mail (return receipt requested) and shall be deemed given upon personal delivery or upon confirmation of receipt.

6.8 Compliance with Laws. The parties agree to comply with all applicable laws with regards to the distribution and use of the Products and performance of its obligations under this Agreement, including but not limited to those laws specifically set forth in Section 6.10 herein.

6.9 Severability; Waiver. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement remain enforceable and the invalid or unenforceable provision is deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this Agreement on one occasion is not deemed a waiver of any other provision or of such provision on any other occasion.

6.10 Export. The Products and related technology are subject to U.S. export control laws and regulations and may be subject to export or import regulations in other countries. End User represents and warrants that (a) it is not on any export control or economic sanctions lists, including those subject to the Export Administration Regulations (“**EAR**”), International Traffic in Arms Regulations (“**ITAR**”) and Office of Foreign Asset Control Regulations (“**OFAC**”), or any other export exclusion list of any other U.S. or non-U.S. governmental agency; (b) it will not export Products or services to (i) destinations requiring a license; (ii) persons or entities requiring a license; or (iii) end user and end uses requiring a license, unless such license has been obtained; and (c) it will comply with the then-current version of such laws and regulations, including but not limited to agreeing not to export, re-export, divert, or transfer, directly or indirectly, any Products or other technology, software or technical data acquired from Pure (i) for use in activities which involve the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, nor use the Products in any facilities which are engaged in activities relating to such weapons or applications, without prior authorization from the U.S. government and prior notification to Pure; (ii) to any entity or country that is subject to U.S. government approval, including, but not limited to, Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, or Luhansk regions of Ukraine, unless otherwise authorized by the U.S. government; (iii) to any entity or country that is subject to the selling country’s legal export restrictions, such as a debarred list issued by its government, if any; or (iv) for China military end-use or end-users or Russian military end-use or end-users or other destinations in Russia requiring an export license or other approval, unless otherwise authorized by the U.S. government. End User acknowledges that U.S. federal law and the selling country’s law prohibits the sale, export or re-export diversion or transfer, or other participation in any export transaction involving the Products with individuals or entities listed in the U.S. Commerce Department’s Table of Denial Orders, the U.S. Treasury Department’s list of Specially Designated Nationals, or the U.S. Department of State’s list of individuals debarred from receiving Munitions List items, or other applicable lists, such as the selling country’s entity or denial person/company

lists. End User agrees to obligate, by contract or other similar assurances, the parties to whom it may re-export or otherwise transfer Products to comply with all obligations set forth in this Agreement. Upon Pure's request, End User agrees to provide Pure with applicable end use information.

6.11 Assignment. This Agreement, and End User's rights and obligations herein, may not be assigned by End User without Pure's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment in violation of the foregoing will be null and void. Pure may assign this Agreement and its rights hereunder.

6.12 U.S. Government End Users. The Products and related documentation are "commercial off the shelf items" as defined in FAR 2.101 and their use is subject to the policies set forth in FAR 12.211, FAR 12.212 and FAR 227.7202, as applicable.

6.13 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, pandemic, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, volcanic eruption, material shortages or any other cause that is beyond the reasonable control of the party.

6.14 Termination. The licenses granted in this Agreement, and End User's rights to use the applicable Product or services terminates immediately if End User materially breaches any provision of this Agreement and, if capable of cure, fails to cure such breach within 30 days from the date of Pure's written notice to End User. Upon any such termination, any terms, which upon a plain-reading, are intended to survive termination or expiration of this Agreement, shall survive any termination of this Agreement.

6.15 Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Each party has been given the opportunity to independently review this Agreement with legal counsel and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions. Therefore, in the event of any ambiguity in or dispute regarding the interpretation of this Agreement, the drafting of the language shall not be attributed to either party.

6.16 Entire Agreement; Modification. This Agreement, and all supplementary terms referenced herein, is the entire agreement between the End User and Pure with respect to the subject matter hereof. All supplementary terms referenced in this Agreement are incorporated by this reference into this Agreement. Any varying or additional terms relating to the subject matter hereof in any purchase order, discussion, or other written document will be of no effect. Pure reserves the right to update these Terms from time to time, as noted by the "Last Updated" date below.

7. DEFINITIONS APPLICABLE TO ENTIRE AGREEMENT (ALL PRODUCTS AND SERVICES).

7.1 Agreement: this Pure End User Agreement and any attachments thereto.

7.2 Confidential Information: any nonpublic information of Discloser, whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that Recipient knows or should have known is the confidential or proprietary information of Discloser.

7.3 Discloser: a party disclosing Confidential Information.

7.4 Documentation: the standard end-user technical documentation and specifications that Pure provides or makes available with the Products.

7.5 Evaluation License: a limited-use license for evaluation purposes only of software-only Products.

7.6 Evergreen Forever Subscription: an innovation and support subscription for Hardware and software-only Products, which provides End User with additional software and hardware benefits.

7.7 Feedback: any input or feedback to Pure regarding the use, operation, performance, and functionality of the Products and Pre-Release Products, including identifying potential errors and improvements (collectively, “Feedback”).

7.8 Pre-Release Products: any beta or pre-release versions (before general public availability) of any Products.

7.9 Product(s): any Pure-branded hardware, software, subscription services (including any hardware or software components thereof) and any services.

7.10 Recipient: the party receiving Confidential Information from the Discloser.

7.11 System: each individual data storage device.

Last Updated February 27, 2023.