

# EVERGREEN™ STORAGE

## Program Description

Evergreen™ Storage (“**Program**”) is applicable to Pure products (“**Product(s)**”) and innovation and support subscriptions (“**Evergreen Subscription(s)**”) as purchased by the end user (“**End User**”) from Pure Storage, Inc. or its wholly owned affiliates (“**Pure**”) or a Pure authorized reseller. Terms for the applicable Products and Evergreen Subscriptions purchased by End User are described below. The Program applies to Pure’s FlashArray Products and FlashBlade Products, as specified below.

### LOVE YOUR STORAGE GUARANTEE

The first Product purchased by End User comes with a 30-day “money back” guarantee, under which End User can receive a full refund for the Product and applicable Evergreen Subscriptions, provided (i) End User must have performed a good-faith installation of the Product and enabled the Pure1® phone home feature, and (ii) End User must notify Pure within 30 days of receipt of the Product to elect for a refund, and must return the Product 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 Pure’s receipt of the returned Product. Pure reserves the right to charge reasonable refurbishing fees for damage to the Products while under End User’s control. If End User has conducted an evaluation of the Product, then End User has had an opportunity to evaluate the Product and is not eligible for this guarantee. This guarantee applies to Pure’s FlashArray and FlashBlade Products.

### ALL SOFTWARE INCLUDED

When End User purchases a Product, software functionality and features in the applicable array operating environment for FlashArray and FlashBlade, such as replication, clones, snapshots, and ActiveCluster synchronous replication, are licensed at no additional charge. A continuous, active Evergreen Subscription for a Product provides access to new software functionality and features in the applicable array operating environment when and if released by Pure. Please see Product documentation for details. This applies to Pure’s FlashArray and FlashBlade Products. Future products or services may be licensed or sold separately.

### RIGHT-SIZE GUARANTEE

Pure offers an effective capacity guarantee to Pure customers that purchase the Product, based on the workloads specified by that End User. The Right-Size Guarantee is a separate, optional agreement customized to End User’s specific capacity needs and workload(s). The guarantee lasts for six months and applies only once signed by Pure and End User. End User should ask their account representative for more details. The Right-Size Guarantee applies to Pure FlashArray Products.

### NVME-READY

The FlashArray//M is designed to be “NVMe-Ready,” and thus can be upgraded in the future to NVMe-enabled controllers (FlashArray//X) and capacity without requiring downtime or causing performance impact.

Since November 1st, 2016, Pure guarantees that every newly purchased FlashArray//M can be upgraded to NVMe via two Evergreen Storage programs:

- For customers who subscribe to a Gold Subscription, the support renewal in three years will include an upgrade to NVMe-enabled controllers (“**NVMe Upgrade**”) via the Free Every Three program, or
- For customers wanting to upgrade more quickly, or those not subscribed to a Gold Subscription, customers may purchase the NVMe Upgrade via an Upgrade Flex bundle. Pure has made these Upgrade Flex bundles generally available since December 8, 2017.

If the NVMe Upgrade proves to be incompatible with the FlashArray//M within 30 days of End User's receipt of the NVMe Upgrade, Pure will replace your FlashArray//M with a fully NVMe-enabled FlashArray//X (both controllers and equivalent capacity) at no additional charge.

## EVERGREEN MAINTENANCE

The Products are designed to be evergreen, whereby key components can be modularly replaced. A continuous, active Evergreen Subscription keeps the Product performing substantially in accordance with the Product documentation, including protecting from failures due to flash media wear. Certain components such as flash media can be mixed and matched across Product models to reduce compatibility concerns across generations. Please see Product documentation for details. Evergreen Maintenance applies to Pure's FlashArray and FlashBlade Products.

## FLAT AND FAIR

In an effort to ensure that End User's Evergreen Subscription fees remain flat and fair, at the time of an Evergreen Subscription renewal by End User, Pure will not increase the rate offered to an authorized reseller for Evergreen Subscriptions for purchased Products above the rate offered to an authorized reseller for the initial Evergreen Subscription purchased by the End User ("**Renewal Rate**"), provided that maintenance and support remains generally available for the applicable Product at the time of renewal. The Renewal Rate will be determined by applying the same Evergreen Subscription term, service level, and applicable pre-renewal in-rack configuration for the applicable Product and will not include any one-time promotional discounts or deals made available at the time of the initial purchase. Renewal Rates will be in U.S. Dollars. In the event of a severe inflation event, defined as annual inflation in excess of seven percent 7% (as measured by the Producer Price Index), the parties will negotiate, in good faith, reasonable adjustments to the Renewal Rate in an amount not to exceed the inflation over the period since the last renewal. This Program imposes no obligation to renew Evergreen Subscriptions for a Product. Flat and Fair applies to Pure's FlashArray and FlashBlade Products.

## FREE EVERY THREE

If End User purchases a Pure-branded "Gold" Evergreen Subscription for a Product ("**Gold Subscription**"), and maintains the Gold Subscription for the entire Product for three consecutive years from the initial Product purchase, then End User is eligible to receive upgraded controllers for each additional three years of Gold Subscription that End User purchases for the applicable Product thereafter. Pure will ship the then-current upgraded controllers for a particular Product, as designated by Pure, after the start of the applicable paid three-year renewal period. As an example, an End User running a 3-year old FlashArray with //M20 controllers may receive FlashArray //X20 controllers. End User must take receipt of the upgraded controllers within 90 days from Pure's notice that an upgrade is available (via electronic means to End User's designated contact), and must return the existing controllers to Pure within 45 days of receipt of the upgraded controllers. End User may receive upgraded controllers no more than once every three years with respect to a given Product. A mid-term upgrade of controllers under any special offers, promotions, or programs resets the three-year clock for purposes of Free Every Three. Purchases of "Silver" or other non-eligible Evergreen Subscriptions do not qualify for Free Every Three. Free Every Three applies to Pure FlashArray Products.

## UPGRADE FLEX

Under a Gold Subscription, Pure may offer Upgrade Flex bundles under which an End User purchasing a qualifying capacity expansion for a Product may receive a trade-in credit for existing controllers to apply towards new, upgraded controllers. End User must return the existing controllers to Pure within 45 days of receipt of the upgraded controllers. Upgrade Flex bundles may not be combined with other special offers, promotions, or programs, unless expressly stated in such special offers, promotions, or programs. Controller upgrades under Upgrade Flex resets the three-year clock for purposes of Free Every Three. Trade-in credit for Upgrade Flex bundles do not apply to "Silver" or other non-eligible Evergreen Subscriptions. Please contact Pure's authorized resellers for specific pricing for Upgrade Flex bundles. Upgrade Flex applies to Pure FlashArray Products.

## CAPACITY CONSOLIDATION

Under a Gold Subscription, if End User purchases a qualifying capacity expansion for a Product, End User may trade-in and consolidate a portion of existing installed capacity into the new capacity expansion. Pure will provide such End Users a trade-in credit for storage already owned by the End User, up to a 25% credit of the new capacity expansion and up to 12.5% credit of the Gold Subscription for such Product. Capacity consolidation utilizes “Shelf Evacuation” technology, which automatically transfers the End User’s data from the old capacity to the available capacity and deletes the End User’s data from the old capacity. End User must return the old capacity to Pure within 45 days of receipt of the new capacity expansion. Please contact Pure’s authorized resellers for specific pricing for Capacity Consolidation purchases. Capacity consolidation applies to Pure FlashArray Products.

## GENERAL TERMS

This Program supplements the [Pure End User Agreement](#) (or other written agreement covering the same subject matter executed by Pure) and the [Pure Customer Support Guide](#) for the applicable Products and Evergreen Subscriptions purchased by End User. Pure reserves the right to update the Program from time to time, as noted by the “Last Updated” date. For purposes of Free Every Three, for purchases made prior to such updates, Pure will honor the terms in effect for the applicable Product until the later of: (i) the date End User next receives upgraded controllers under Free Every Three, or (ii) the expiration of the then-current Evergreen Subscription term. Pure may end the Program with respect to future Product purchases at any time. End User is responsible for installation, shipping charges, and applicable taxes. Professional installation may be available for an additional charge. Professional installation to be delivered by Pure will expire within 90 days of the ship date if not utilized by End User, except as otherwise agreed by Pure in writing. “Forever Flash” has been upgraded and replaced with “Evergreen Subscription,” where “Gold” and “Silver” Evergreen Subscriptions replace Forever Flash (FF) and Non-FF support contracts, respectively. Product and components returned under this Program become the property of Pure. The Program is subject to [Pure’s Privacy Policy](#) and constitutes an integral part of the Program. These general terms apply to Pure FlashArray and FlashBlade Products.

## FEAR, UNCERTAINTY AND DOUBT DISCLAIMER

Be warned that vendors offering competing products may offer their advice on Pure’s terms or documentation. Pure’s advice: Take their biased views with a grain of salt. Come take a reference call from a Pure customer and learn how Pure is changing storage forever. See more at [www.purestorage.com](http://www.purestorage.com).

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