



END USER AGREEMENT – GSA CUSTOMER

This End User Agreement – GSA Customer (this “**Agreement**”) is entered into by and between Pure Storage, Inc. (“**Pure**”) and the authorized GSA Schedule contract user (“**you**” or “**GSA Customer**”).

1. EVALUATION ONLY PRODUCT TERMS.

1.1. General. If GSA GSA Customer has not yet purchased the Pure Storage Products (“**Products**”), but has obtained them for evaluation purposes (“**Evaluation Products**”), then the terms and conditions in this Section 1 shall apply and those in Section 2 do not apply. Reference Section 2 for the terms applicable to purchased Products.

1.2. Evaluation Product Delivery. Pure shall deliver the Evaluation Product to GSA Customer at the address agreed to by the parties in the applicable GSA Customer purchase orders. Risk of loss shall pass to GSA Customer upon delivery and GSA Customer shall have and maintain appropriate insurance to cover loss of or damage to the Product. Evaluation Products shall remain Pure’s sole and exclusive personal property and GSA Customer shall not encumber, sell or otherwise dispose of the Product without having received prior written authorization from Pure.

1.3. Evaluation License and Term. Subject to the terms and conditions of this Agreement (excluding its Section 2), Pure hereby provides GSA Customer the right to use the Product (including any software embedded therein) solely for the purposes of evaluating the performance and functionality of the Product and not for storage of production data. GSA Customer agrees to use and evaluate the Product (in accordance with the Product documentation made available by Pure on-line) and report on its operations to Pure, for the period of time specified by Pure in writing, or if no such period is specified then for thirty (30) days from the date of delivery to GSA Customer (the “**Evaluation Term**”).

1.4. Return of Evaluation Product. At the end of the Evaluation Term or upon earlier termination, if GSA Customer elects not to purchase the Product, then GSA Customer shall (i) promptly contact Pure regarding the return of the Product to obtain an RMA (Return Material Authorization) number, packaging instructions and shipping address; and (ii) promptly return the Product to Pure in accordance with Pure’s instructions. Products returned to Pure shall be in good condition, normal wear and tear excepted.

2. PURCHASED PRODUCTS TERMS.

2.1. General. If GSA Customer has submitted a purchase order for the Product, and such order has been accepted by Pure or its authorized reseller, then the Product will be a purchased Product and is subject to the terms and conditions of this Section 2 and those in Section 1 do not apply. If GSA Customer previously obtained the Product for evaluation and subsequently elected to purchase the Product, then the terms of Section 2 shall supersede those in Section 1, once GSA

Customer’s purchase order has been accepted by Pure or its authorized reseller.

2.2. Purchased Product Delivery and Acceptance. Pure shall use its reasonable commercial efforts to ship the Product to the address requested. Title to Products (except Software as defined in Section 2.3) and risk of loss of the Products will pass upon delivery to GSA Customer, FOB Pure’s place of shipment.

2.3. Software License. Subject to the terms and conditions of this Agreement, together with the underlying GSA schedule contract, the schedule price list, and any applicable GSA Customer purchase orders, Pure grants to GSA Customer a nontransferable, nonexclusive, royalty-free, fully paid, revocable, worldwide license (without the right to sublicense) to use and execute the software provided with or incorporated in the Product (the “**Software**”), in executable object code format only, and solely to the extent necessary to operate the Product in accordance with the Product documentation made available by Pure on-line.

2.4. Termination of Software License. When the GSA Customer is an instrumentality of the U.S. Government, recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract disputes clause (Contract Disputes Act) or under the terms of the Federal Tort Claims Act, as applicable. During any dispute under the disputes clause, Pure shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under this Agreement, and comply with any decision of the Contracting Officer.

3. PRODUCT RESTRICTIONS AND TITLE.

3.1. Restrictions. GSA Customer agrees that it will not (i) reproduce, modify, distribute, publish, rent, lease, sublicense or assign, disclose, transfer or make available to any third party any portion of the Software (or any related documentation) in any form; (ii) reverse engineer, decompile, or disassemble any portion of the Software, or otherwise attempt to decrypt, extract or derive the source code for, or any algorithms embodied within, the Software (or any parts thereof); (iii) use the Product, including, but not limited to, running the Software, in order to build a similar or competitive product or service; (iv) transfer, copy or use the Software to or on any other product or device for any purpose; or (v) publish or disclose to any third party any performance or benchmark tests or analyses or other non-public information relating to the Product, the Software or the use thereof, except as may be authorized by Pure in writing. Any future release, update, or other addition to functionality of the Software made available by Pure to GSA Customer, shall be subject to these terms and conditions. The Software is copyrighted and protected by the laws of the United States. GSA Customer shall preserve and shall not remove any copyright or other proprietary notices in the Software, its documentation and all copies thereof.

3.2. Title to Software and Evaluation Products. Pure shall retain all right, title and interest in the Software and all intellectual property rights therein, including without limitation all patent, trademark, trade name and copyright, whether registered or not registered. For Evaluation Products

that are subject to Section 1, Pure retain all right, title and interest to the entire Product. No license or other express or implied rights of any kind are granted or conveyed except for the limited internal license expressly provided above. Any rights not expressly granted by Pure in this Agreement are reserved.

4. THIRD PARTY CODE. Certain items of software code provided with the Product are subject to “open source” or “free software” licenses (“**Third Party Code**”), a list of which is available on Pure’s website. Such Third Party Code (for example, the Linux operating system) is opaquely embedded within the Product and is not directly accessible by, nor does it interface directly with, GSA Customer’s software or infrastructure, so as to avoid any open source licensing incompatibilities with GSA Customer’s intellectual property. Instead, each item of Third Party Code is licensed under the terms of the license that accompanies such Third Party Code. Nothing in this document limits GSA Customer’s rights under the applicable license.

5. PRE-RELEASE SOFTWARE AND FEEDBACK.

5.1. Pre-Release Software. Pure may periodically make available to GSA Customer a beta or other pre-release version of the Software (“**Pre-Release Software**”). Use of Pre-Release Software is subject to the terms of Section 1, if GSA Customer has an Evaluation Product, and Section 2, if GSA Customer has purchased the Product. Although Pure intends that the Pre-Release Software will be free of major errors, GSA Customer acknowledges that the Pre-Release Software (i) is not at the level of performance or compatibility of a final, generally available Software offering; (ii) may not operate correctly; and (iii) may be substantially modified prior to it being made commercially available as a Software release, GSA Customer further acknowledges that the Pre-Release Software is not to be used in a production environment or for production data. In consideration of obtaining access to and use of such Pre-Release Software, GSA Customer agrees to notify Pure of any and all problems relating to its use

5.2. Feedback. Pure may periodically request that GSA Customer provide, and GSA Customer agrees to provide to Pure, feedback regarding the use, operation, performance, and functionality of the Products, Evaluation Products and Pre-Release Software (collectively, “**Feedback**”). Such Feedback will include information about operating results, known or suspected bugs, errors or compatibility problems and user-desired features. GSA Customer hereby grants to Pure a perpetual, irrevocable, worldwide, sublicenseable, and royalty-free right to use and otherwise exploit the Feedback in any manner, and such right shall survive any expiration or termination of this Agreement. Pure shall not disclose GSA Customer’s name or the name of any GSA Customer employee to a third party in connection with any Feedback. The above with must be in compliance with The **Federal Information Security Management Act** of 2002 (“**FISMA**”, 44 U.S.C. § 3541, et seq.) Additionally, Pure may not use any data collected for any advertising purposes under any circumstances.

6. EXCLUDED USES. GSA Customer acknowledges that the Product is not designed or intended for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage (the “**Excluded Uses**”) and GSA Customer agrees not to use the Products in or for any such Excluded Uses.

7. PRODUCT WARRANTY.

7.1. Purchased Product Warranty. Products purchased by GSA Customer are warranted to perform in substantial accordance with the corresponding Pure documentation for a period of one (1) year from the date of shipment by Pure. Pure, at its option, either will repair or replace any defective Product which is returned to Pure at GSA Customer’s expense or will refund its purchase price. Replacement Products will continue to be warranted for the remainder of the applicable warranty term. Repair, replacement, or refund is the sole and exclusive remedy for breach of this warranty and Pure reserves the right for any replacement or repairs to consist, in whole or in part, of new components or refurbished components that are functionally indistinguishable from the original components. This warranty is extended to GSA Customer only and in no event to any other party. This warranty does not cover defects or damages resulting from: (i) use of Products other than in a normal and customary manner in accordance with Pure’s documentation; (ii) physical or electronic abuse or misuse, accident, or neglect; or (iii) alterations or repairs made to Products that are not authorized by Pure in writing.

7.2. No Warranty or Maintenance and Support for Evaluation Products. The warranty provided under Section 7.1 does not apply to Evaluation Products or Pre-Release Software. Pure provides Evaluation Products and Pre-Release Software for evaluation only on an “AS IS” basis, for use by GSA Customer at its own risk. Although Pure does not provide a warranty or maintenance and support for Evaluation Products or Pre-Release Software, GSA Customer should promptly notify Pure of any problems with an Evaluation Product or Pre-Release Software and Pure will use reasonable commercial efforts to assist GSA Customer in resolving such identified problems. GSA Customer agrees that any issues or bugs found in GSA Customer’s evaluation of Evaluation Products and Pre-Release Software are not guaranteed by Pure to be fixed.

7.3. Stored Data. Pure will use reasonable commercial efforts to erase all of the data contained in or stored on any Product that is returned to Pure for repair, whether or not under warranty, or at the end of the Evaluation Term, but GSA Customer acknowledges and agrees that Pure shall have no responsibility for any loss or disclosure of any data that is stored on a Product that is returned to Pure or Pure’s supplier as designated by the RMA process or pursuant to Section 2.4.

7.4. Disclaimer. THE WARRANTY IN SECTION 7.1 FOR PURCHASED PRODUCTS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PURE HEREBY DISCLAIM ALL OTHER WARRANTIES RELATING TO THE PRODUCTS AND RELATED SERVICES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PURE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, PURE AND ITS SUPPLIER'S PROVIDES THE PRODUCTS (INCLUDING ANY SOFTWARE) ON AN "AS IS" BASIS.

8. MAINTENANCE AND SUPPORT. During the term for which GSA Customer has ordered and paid for maintenance and support, Pure or its designated supporting resellers or distributors ("**Support Partners**") will provide the maintenance and support set forth in **Exhibit A (Maintenance and Support)**. As noted in Section 7.2, maintenance and support services are not available for evaluation Products.

9. INDEMNIFICATION. Pure will defend at its own expense any action against GSA Customer brought by a third party to the extent that the action is based upon a claim that the Product (including any Evaluation Product and Pre-Release Software) infringes any copyrights or U.S. patents issued as of the date of Pure's shipment or misappropriates any trade secrets and Pure will pay those costs and damages finally awarded against GSA Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Product becomes, or in Pure's opinion is likely to become, the subject of an infringement claim, Pure may, at its option and expense, (i) procure for GSA Customer the right to continue exercising the rights licensed to GSA Customer in this Agreement; (ii) replace or modify the Product so that it becomes non-infringing and remains functionally equivalent; or (iii) accept return of the Product from GSA Customer and pay to GSA Customer a refund of money paid by GSA Customer for the purchase of such Product. Notwithstanding the foregoing, Pure will have no obligation under this Section or otherwise with respect to any infringement claim based upon (a) any use of the Product that is not in accordance with Pure's 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) any use of any release of the Software other than the most current release made available to GSA Customer; or (d) any modification or alteration of the Product by any person other than Pure. This Section 9 states Pure's entire liability and GSA Customer's sole and exclusive remedy for infringement claims and action. The foregoing obligations are conditioned on GSA Customer notifying Pure promptly in writing of such action. Pure will be given an opportunity to intervene in any suit or claim filed against the Government, at its own expense, through counsel of its choosing. Nothing contained herein shall operate in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GSA CUSTOMER AGREES THAT PURE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO GSA CUSTOMER, ITS GSA CUSTOMERS, OR THIRD PARTIES CAUSED BY FAILURE OF PURE TO DELIVER THE PRODUCT, FAILURE OF THE PRODUCT TO FUNCTION, OR FOR LOSS OR INACCURACY OF DATA OR COST OF

PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY. IN NO EVENT WILL PURE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH THE USE OF THE PRODUCT OR OTHER MATERIALS PROVIDED ALONG WITH THE PRODUCT OR IN CONNECTION WITH ANY OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF PURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURE'S AGGREGATE CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT (I) FOR PURCHASED PRODUCTS, SHALL NOT EXCEED THE AMOUNT PAID BY GSA CUSTOMER FOR THE PRODUCT THAT GAVE RISE TO SUCH CLAIM; AND (II) FOR EVALUATION PRODUCTS AND PRERELEASE SOFTWARE, SHALL NOT EXCEED THE AMOUNT OF \$5,000.00 US DOLLARS. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY CONTRACTOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. CONFIDENTIAL INFORMATION. "**Confidential Information**" means any nonpublic information of a party (the "**Disclosing Party**"), 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 the receiving party (the "**Receiving Party**") knows or should have known is the confidential or proprietary information of the Disclosing Party. Information will not constitute the other party's Confidential Information if it (i) is already known by the Receiving Party without obligation of confidentiality; (ii) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information; (iii) is publicly known without breach of this Agreement; or (iv) is lawfully received from a third party without obligation of confidentiality. The Receiving Party shall not use or disclose any Confidential Information except as expressly authorized by this Agreement and shall protect the Disclosing Party's Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. The Receiving Party shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. If any Confidential Information must be disclosed to any third party by reason of law (including but not limited to, required disclosure under the Freedom of Information Act) or court order, accounting or regulatory requirements, the Receiving Party shall promptly notify the Disclosing Party of the order or request and permit the Disclosing Party (at its own expense) to seek an appropriate protective order. When the GSA Customer is an instrumentality of the U.S. Government, neither this Agreement, nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the Government may retain such Confidential

Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

12. PRODUCT DIAGNOSTIC REPORTING. GSA Customer acknowledges that the Product will store certain diagnostic information about the routine operations of the Product (including, without limitation, its performance, data reduction ratios, configuration data, and any hardware faults) and will periodically transmit this diagnostic information to Pure. For clarity, there is no actual user data of GSA Customer that is transmitted or provided to Pure. In addition, if Pure requests more detailed diagnostics, GSA Customer will reasonably cooperate with Pure, subject to Government security requirements, to enable the insertion of additional hard-drives into the Product so as to capture and transmit to Pure the meta-data configuration of the Product's array. Again, for clarity, no actual user data of GSA Customer is transmitted or provided to Pure in this process. GSA Customer will control Pure's physical access to the Product and no interruption of service is required to gather such detailed diagnostics. GSA Customer agrees that Pure has a perpetual, irrevocable, worldwide, sublicenseable, and royalty-free right to use this diagnostic information in any manner and that GSA Customer will not interfere with the collection or transmission of such information to Pure, subject to Government security requirements.

13. GENERAL PROVISIONS.

13.1. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the United States of America, without reference to conflicts of law provisions. Jurisdiction and venue shall be as provided by Federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.). Venue and jurisdiction of any disputes are determined by the applicable federal statute. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2. Notices. All notices or other communications required 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. All other notices and communications may be made by email or other applicable method.

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

13.4. Export. The Product, its Software and related technology are subject to U.S. export control laws. GSA Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Pure, or any

products incorporating such data, in violation of the United States export laws or regulations.

13.5. No Assignment. Assignment is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR Subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013). This Agreement, and GSA Customer's rights and obligations herein, may not be assigned by GSA Customer without Pure's prior written consent, and any attempted assignment in violation of the foregoing will be null and void.

13.6. U.S. Government End Users. The Product, its software and related documentation, are "commercial items" as defined in 48 CFR 2.101 and their use is subject to the policies set forth in 48 CFR 12.211, 48 CFR 12.212 and 48 CFR 227.7202, as applicable.

13.7. Force Majeure. Pursuant to FAR 52.212-4(f) neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of Pure.

13.8. Entire Agreement; Modification. This Agreement, and the terms of the underlying GSA Schedule Contract, the Schedule Price List, or any specific, negotiated terms on any applicable GSA Customer Purchase Order, constitutes the entire Agreement between the GSA Customer and Pure and supersedes in its entirety any and all oral or written agreements previously existing between the GSA Customer and Pure with respect to the subject matter hereof including, without limitation, any Evaluation Agreement providing for evaluation of the Product. This Agreement may only be amended in a writing signed by duly authorized representatives of the parties. Additionally this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract, the Schedule Price List, or any specific, negotiated terms on any applicable GSA Customer Purchase Order.

EXHIBIT A
MAINTENANCE AND SUPPORT TERMS AND CONDITIONS

1. SCOPE OF COVERAGE. For Purchased Products, during the term for which GSA Customer has ordered and paid for Maintenance and Support (as defined herein), Pure or its Support Partners will provide Product maintenance (“**Maintenance**”) and technical support (“**Support**”) services under this Exhibit for (a) generally available releases only (the services under this Exhibit do not apply to early access, pre-release or beta releases of the Product or its Software or any Products provided solely for evaluation purposes); and (b) those Major Releases (as defined herein) of the Software, specifically identified as still under Support. As used herein, an “**Error**” means any reproducible defect in the Product that causes the Product to not perform in all material respects in accordance with the Product documentation provided on-line by Pure.

2. SERVICES. Subject to the terms of this Maintenance and Support Exhibit, and so long as GSA Customer is in compliance with the terms and conditions of the Agreement, Pure or its Support Partners will provide the following services:

2.1 Hardware Maintenance. Pure or its Support Partners will use commercially reasonable efforts to attempt to correct any Errors in the Product’s hardware. Pure’s Hardware Maintenance services for the Products may include on-site installation of field replaceable units (FRUs) by Pure certified maintenance personnel and/or providing GSA Customer with GSA Customer replaceable units (CRUs) for GSA Customer’s own installation.

2.2 Software Support. Pure or its Support Partners will also use commercially reasonable efforts to attempt to correct any Errors in the Product’s software. Pure’s Software Support services may include bug fixes, emergency patches, workarounds, and new software releases.

(a) **Software Releases.** In order to receive Support for a given Major Release, the Product must be updated to the most recent Minor Release applicable to that Major Release. As used herein, a “**Major Release**” is any version of the Software that is generally denoted by a change in the version number to the left or right of the first decimal (i.e., #.#.1). A “**Minor Release**” is any version of the Software generally denoted by a change in the version number to the right of the second decimal (i.e., 2.3.#). Major Releases and Minor Releases are collectively referred to as “**Releases**.” Support is only

provided by Pure for the current and immediately preceding Major Release of the Software, in each case with its most recent Minor Release, unless Pure elects to provide support for additional Releases as noted on Pure’s website.

(b) **Access to Releases.** Pure will provide Releases to the Software, as such Releases are made available by Pure for general commercial release and then only to the extent compatible with the GSA Customer’s Product hardware. Any Releases of the Software provided shall be subject to the terms and conditions set forth in the Agreement, the underlying GSA Schedule Contract, the Schedule Price List, or any specific, negotiated terms on any applicable GSA Customer Purchase Order.

3. Technical Support and Service Levels. Pure or its Support Partners will provide web portal, email and telephone support to up to five designated points of contact of GSA Customer, and will acknowledge and respond to Errors in the Product, in each case in accordance with the Severity Levels defined in the Product Software & Hardware Support, Service Level Agreement set forth in Exhibit A-1 attached hereto. Additional GSA Customer points of contact for Support may be approved by Pure.

4. No Warranty. Any deliverables and services provided by Pure pursuant to this Maintenance and Support Exhibit are provided “AS IS” and without any additional warranty, express or implied. Notwithstanding the foregoing, if a Product or Product component is replaced under Maintenance and the original warranty for such Product has not yet expired, such replacement Product shall continue to be warranted for the remaining portion of the original Product warranty pursuant to Section 7.1 of the Agreement.

5. Service Limitations. The Maintenance and Support Fee does not include, nor will Pure be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Product not performed in accordance with Pure’s instructions; (b) any use of the Product in a configuration or on a system that does not meet Pure’s minimum standards for such Product, as set forth in the applicable documentation; or (c) any errors or defects in third party software or hardware.



EXHIBIT A-1
Product Software & Hardware Support
Minimum Service Level Agreement

GSA Customer Issue Severity Level	Description	Support Acknowledgement	Hardware Issues Minimum Response	Software Issues Minimum Response
Sev 1 – Emergency	Product fails to function or crashes; Product functionality or performance severely degraded such that GSA Customer’s application(s) are rendered unusable; or Any product issue that could cause a loss of data	7x24 phone support (Sev 1 issues can be reported via web portal or email, but should be escalated via phone)	1 hour to acknowledge; Targeted Onsite Response: 4 Hours in select cities; Next business day in other cities (Example: controller failure, shelf failure, dual NVRAM failure)	1 hour to acknowledge; Engineer dedicated full time to work on issue until workaround (that lowers issue’s severity level) or patch is delivered to GSA Customer; Daily status updates
Sev 2 – Critical	Product is operable, but there is a material degradation in functionality or performance that renders GSA Customer’s application(s) substantially impaired	7x24 phone support (Sev 2 issues can be reported via web portal or email, but should be escalated via phone)	1 hour to acknowledge; Targeted Onsite Response: Next business day (Example: single NVRAM failure)	Same as Sev 1
Sev 3 – Serious	Product has significant degradation in functionality or performance; Issues that are inconvenient or could be problematic in the fact of future failures, but product is still generally operating in accordance to documentation	7x24 reporting via web support portal; 6am–6pm USA Pacific Time phone support	1 business day to acknowledge; Targeted Onsite Response: 3 business days (Example: single power supply failure)	1 business day to acknowledge; workaround (that lowers issue’s severity level) or patch delivered as soon as practicable
Sev 4 – Minor	Product or documentation issues that do not materially degrade functionality or performance; Issues that are more superficial in nature; or All feature enhancement requests	7x24 reporting via web support portal only	2 business days to acknowledge; Targeted Onsite Response: 5 business days (Examples: SSD failure)	2 business days to acknowledge; resolved as part of next major software release

Targeted Onsite Response: May include a person and/or replacement hardware.

Note: If the diagnosis is not complete by 3pm site local time for Next Business Day Onsite Response, Pure will still make every commercially reasonable effort to ship same day, but 2nd business day is then the Targeted Onsite Response.