FORM S-1

General form of registration statement for all companies including face-amount certificate companies

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SIC: **3572** Computer storage devices

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As filed with the U.S. Securities and Exchange Commission on August 12, 2015

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PURE STORAGE, INC.

(Exact name of registrant as specified in its charter)

Delaware	**3572**	**27-1069557**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

650 Castro Street, Suite 400
Mountain View, California 94041
(800) 379-7873

(Address, including zip code, and telephone number, including area code, of registrant' s principal executive offices)

Scott Dietzen
Chief Executive Officer
Pure Storage, Inc.
650 Castro Street, Suite 400
Mountain View, California 94041
(800) 379-7873

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☑ (Do not check if a smaller reporting company)	Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Class A common stock, $0.0001 par value per share	$300,000,000	$34,860

(1) Estimated solely for the purpose of computing the amount of registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes shares that the underwriters have the option to purchase to cover over-allotments, if any.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS (Subject to Completion)
Issued August 12, 2015

Shares

CLASS A COMMON STOCK

Pure Storage, Inc. is offering shares of its Class A common stock. This is our initial public offering and no public market currently exists for our shares of Class A common stock. We anticipate that the initial public offering price will be between $ and $ per share.

We have two classes of authorized common stock, Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote. Each share of Class B common stock is entitled to ten votes and is convertible into one share of Class A common stock. Outstanding shares of Class B common stock will represent approximately % of the voting power of our outstanding capital stock immediately following this offering, with our directors, executive officers and principal stockholders representing approximately % of such voting power.

We intend to list our Class A common stock on the under the symbol "PSTG."

We are an "emerging growth company" as defined under the federal securities laws. Investing in our Class A common stock involves risks. See "Risk Factors" beginning on page 10.

PRICE $ A SHARE

	Price to Public	*Underwriting Discounts and Commissions(1)*	*Proceeds to Pure Storage*
Per share	*$*	*$*	*$*
Total	*$*	*$*	*$*

(1) See "Underwriting" for a description of the compensation payable to the underwriters.

We have granted the underwriters the right to purchase up to an additional shares of Class A common stock to cover over-allotments.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of Class A common stock to purchasers on , 2015.

Morgan Stanley ***Goldman, Sachs & Co.*** ***Barclays*** ***Allen & Company LLC***

BofA Merrill Lynch

Pacific Crest Securities ***Stifel*** ***Raymond James*** ***Evercore ISI***

a division of KeyBanc Capital Markets

, 2015.

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We are responsible for the information contained in this prospectus and in any free writing prospectus we prepare or authorize. We have not authorized anyone to provide you with different information, and we take no responsibility for any other information others may give you. Neither we nor the underwriters are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date on the cover of this prospectus. Our business, financial condition, results of operations and future growth prospects may have changed since that date.

Persons who come into possession of this prospectus and any applicable free writing prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus and any such free writing prospectus applicable to that jurisdiction.

Until , 2015 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade shares of our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery is in addition to a dealer' s obligation to deliver a prospectus when acting as an underwriter and with respect to their unsold allotments or subscriptions.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all the information you should consider before investing in our Class A common stock. You should read this entire prospectus carefully, especially the risks of investing in our Class A common stock discussed under the heading "Risk Factors," and our consolidated financial statements and related notes included elsewhere in this prospectus before making an investment decision. Except as otherwise indicated herein or as the context otherwise requires, references in this prospectus to "Pure Storage," "Pure," "the company," "we," "us" and "our" refer to Pure Storage, Inc. and its wholly-owned subsidiaries.

PURE STORAGE, INC.

Overview

Our mission is to deliver data storage that transforms business through a dramatic increase in performance and reduction in complexity and costs. Our innovative technology replaces storage systems designed for mechanical disk with all-flash systems optimized end-to-end for solid-state memory. At the same time, our innovative business model replaces the traditional forklift upgrade cycle with an *evergreen storage* model of hardware and software upgrades and maintenance.

Our next-generation storage platform and business model are the result of our team' s substantial experience in enterprise storage and web-scale infrastructure, as well as frustration with the industry' s status quo. This deep industry understanding led to the development of our three-part integrated platform: the *Purity Operating Environment*, our flash-optimized software, *FlashArray*, our modular and scalable all-flash array hardware, and *Pure1*, our cloud-based management and support. Our platform can deliver a 10X acceleration in business applications over legacy disk-based storage. It is also designed to be compatible with existing infrastructure, substantially more reliable and power and space efficient.

Our business model builds on our technology innovations to reverse the traditional storage business model. Instead of moving data between old and new systems via forklift upgrades, we keep business data and applications in place and upgrade technology around it. Our platform and business model are designed to add value to customers for a decade or more, reducing total cost of storage ownership while increasing loyalty.

Our innovations help rebalance the datacenter by closing the performance gap between legacy storage technology and servers and networks. But it is the simplicity of our platform and business model that is revolutionizing the enterprise storage experience. Together, our innovations have helped our customers realize the promise of the cloud model for IT and the benefits of Moore' s Law. This has yielded industry-leading Net Promoter scores, based on the results of customer satisfaction surveys we conducted.

Since launching *FlashArray* in May 2012, our customer base has grown to over 1,100 customers. Our customers include large and mid-size organizations across a diverse set of industry verticals, including cloud-based software and service providers, consumer web, education, energy, financial services, governments, healthcare, manufacturing, media, retail and telecommunications. Our platform is used for a broad set of storage use cases, including database applications, private and public cloud infrastructure, virtual server infrastructure and virtual desktop infrastructure. Our platform helps customers increase employee productivity, improve operational efficiency, make better decisions through faster, more accurate analytics and deliver more compelling user experiences to their customers and partners.

We sell our platform predominantly through a high touch, channel-fulfilled model. Our sales force works collaboratively with our global network of distribution and channel partners, which provides us broad sales reach while maintaining direct customer engagement.

Pure Storage serves the market for enterprise storage and related storage software. According to IDC, the combined worldwide spend by enterprises on external storage hardware priced at more than $50,000 per array and storage and device management, storage infrastructure and storage replication software is estimated to grow from approximately $24.2 billion in 2014 to $27.0 billion in 2018. We believe the benefits of next-generation flash storage will drive flash to ultimately become the predominant form of primary enterprise storage and present a broad market opportunity.

This market opportunity is reflected in our rapid growth. Our revenue increased from $6.1 million for the fiscal year ended January 31, 2013 to $42.7 million for the fiscal year ended January 31, 2014 and to $174.5 million for the fiscal year ended January 31, 2015, representing year-over-year revenue growth of 603% and 308% for our two most recent fiscal years. Our revenue increased from $24.6 million for the three months ended April 30, 2014 to $74.1 million for the three months ended April 30, 2015, representing period-over-period growth of 201% for our most recent interim period. Our net loss was $23.4 million, $78.6 million, $183.2 million, $30.0 million and $49.1 million for the fiscal years ended January 31, 2013, 2014 and 2015 and the three months ended April 30, 2014 and 2015, respectively. For the fiscal year ended January 31, 2015 and the three months ended April 30, 2015, 77% and 79% of our revenue was from the United States and 23% and 21% from the rest of the world, respectively.

Industry Background

Technology continues to transform business−redefining how products and services are built, how customers and partners are served and how organizations innovate. As a result, organizations face the urgent need to operate with greater speed and to leverage technology to be smarter and more innovative. Indeed, the speed, agility and efficiency of an organization' s information systems contribute to and in many cases define competitive advantage.

Organizations must make technology investments that improve IT performance and in parallel reduce the cost and complexity of their operations. Technology that can quickly adapt to ever-changing requirements and drive these dual and seemingly opposed requirements of improving both performance and efficiency is essential.

Business Transformation through Improved Performance. The speed of servers and networks has dramatically improved over the past several decades, but the performance of disk-based storage has not kept up. Disk-based storage is now an obstacle to application performance.

Flash memory is a solid-state storage technology that can eliminate the storage bottleneck, while providing better performance, greater storage density and improved power efficiency as compared to disk. Flash memory has transformed today' s consumer technology experience−it is the storage media inside smartphones−and it is now time for business to enjoy those same benefits. The price performance of flash technology also has improved dramatically in recent years. Already, leading web-scale companies such as Apple, Facebook and Google are utilizing flash-based storage in their datacenters.

Even when retrofitted with flash, legacy approaches to storage generally fall short. Too often, they rely on legacy storage software, which was optimized for the serial and sequential read and write patterns of disk. They do not take full advantage of the parallelizable and random access nature of flash. Even modern hybrid storage approaches−those that pair flash and disk designs−are inadequate, as they suffer from the speed of the far slower disk operations.

IT Transformation through Reduced Costs and Complexity. Cloud computing has been one of the more compelling IT advances in years. Today, organizations use shared resources in the cloud, significantly reducing the cost and complexity of operations and datacenters. Organizations around the world are now adopting many of the core tenets of this cloud model to transform their own operations and datacenters.

Legacy disk-based storage is generally inconsistent with the design tenets of the cloud. It does not scale easily, and is complex and costly to manage, often requiring expert consultants for routine operations. Most legacy disk-based storage requires organizations to replace their storage systems every 3 to 5 years. This is expensive and worrisome for customers, who must juggle upgrades and downtime during the data migration period. The result is an endless and time-consuming cycle of procurement, provisioning and troubleshooting of data storage.

Next-Generation Storage. With the increased demands of a complex and changing business environment, we believe organizations not only desire but also require a new storage platform that combines the following:

Dramatically improved performance to keep up with the demands of the business;

Reliability, security and data management services for operating in mission critical environments;

Seamless interoperability for compatibility with existing IT infrastructure investments;

Simplicity, agility, easy automation and elasticity to enable the cloud model of IT; and

Greater price performance and reduced total cost of ownership.

Our Solution

Pure Storage is defining the next generation of enterprise data storage. We have pioneered the all-flash array category and have coupled that with our customer-centric business model. We believe that our approach is having a profound impact both on our customers and the data storage industry as a whole:

Business Transformation. With Pure Storage, customers' business applications run faster–helping them to improve yields, employee productivity and customer and partner experiences, allowing them to make smarter decisions, and enabling them to increase innovation across their organizations.

Technology Transformation. Our platform increases the efficiency, agility and simplicity of IT infrastructure, enabling our customers to reduce the cost and complexity of operations and implement the cloud model.

The following differentiates our storage platform:

High Performance. Our *FlashArray* and *Purity Operating Environment* software were specifically architected for the fast parallelizable and random access of flash. The result is that customers can eliminate more than one year of cumulative application latency every month as compared to legacy disk-based storage in typical deployments.

Enterprise Resiliency. Our platform, through the *Purity Operating Environment*, enables customers to maintain continuous access to their data without a loss in performance, even in the event of hardware or software component failures or during upgrades.

Simplicity. Our platform is simple to deploy, manage and upgrade for a wide variety of customer use cases–the basic operating commands fit on a single, folding business card. Our platform is designed to seamlessly integrate with existing investments in server and application infrastructure.

Agile Management. Through *Pure1*, we deliver an integrated cloud-based management and support experience. We originate most of the support interactions we have with our customers, consistent with our proactive focus on helping our customers quickly respond to issues and stay ahead of changes to their storage requirements.

Evergreen Storage. Our platform is designed to support customer deployments for a decade or more. Through our innovative business model, we provide software updates, any needed hardware replacements, and a controller refresh every three years so the customer can run the latest *Purity Operating Environment* for predictable maintenance fees.

Compelling Economics. Our *FlashReduce* software, combined with consumer-grade flash memory, allows customers to achieve price-performance levels that enable our platform to be deployed across a wide range of use cases.

Lower Total Cost of Ownership. Our platform reduces the space, power, cooling, management overhead and other associated expenses as compared to disk-based storage.

Growth Strategies

Key elements of our growth strategy include:

Relentlessly Innovate and Maintain Technology Leadership. We will continue to invest in product innovation and technology leadership and plan to enhance our flash-optimized software, modular and scalable hardware and cloud-based management and support.

Continue to Drive Large Customer Adoption. We intend to grow our base of customers, including large customers, by promoting our platform, increasing our investment in sales and marketing and leveraging our network of channel partners.

Further Leverage our Channel Ecosystem. We intend to continue investing in training, demand generation and partner programs. We also believe we can enable many of our partners to independently identify, qualify, sell and upgrade customers, with limited involvement from us.

Drive Greater Penetration into our Existing Customer Base. We believe our over 1,100 customers represent a significant opportunity for us to realize incremental sales. We sell additional products and services to our customers as the data within their existing application deployments naturally grows and as customers migrate additional applications to our platform.

Cultivate our Inspirational Culture. We believe our culture is a critical part of our success. We strive to maintain an exciting and supportive atmosphere that attracts great talent and inspires our employees to excel and deliver a differentiated experience for our customers.

Leverage our Technology Ecosystem. We will continue to develop strategic relationships with technology vendors to allow integration of our platform with their offerings, enabling a streamlined experience for our customers.

Risks Associated with Our Business

Our business is subject to numerous risks and uncertainties including those highlighted in the section titled “Risk Factors” immediately following this prospectus summary. These risks include, among others, the following:

We have experienced rapid growth in recent periods, and we may not be able to sustain or manage future growth effectively.

We intend to continue focusing on revenue growth and increasing our market penetration and international presence at the expense of near-term profitability by investing heavily in our business.

We have a limited operating history, which makes our future operating results difficult to predict.

The market for all-flash storage products is rapidly evolving, which makes it difficult to forecast customer adoption rates and demand for our products.

We face intense competition from a number of established companies and new entrants.

Many of our established competitors have long-standing relationships with key decision makers at many of our current and prospective customers, which may inhibit our ability to compete effectively and maintain or increase our market share.

Our ability to increase our revenue will substantially depend on our ability to attract, motivate and retain sales, engineering and other key personnel, including our management team, and any failure to attract, motivate and retain these employees could harm our business, operating results and financial condition.

If we fail to adequately expand our sales force, our growth will be impeded.

The success of our business depends in part on our ability to protect and enforce our intellectual property rights.

If we are unable to adequately address these and other risks we face, our business, financial condition, operating results and prospects may be adversely affected.

Emerging Growth Company Status

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, enacted in April 2012, and therefore we intend to take advantage of certain exemptions from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these exemptions for up to five years or until we are no longer an "emerging growth company," whichever is earlier.

Corporate Information

We were incorporated in Delaware in October 2009 as OS76, Inc. In January 2010, we changed our name to Pure Storage, Inc. Our principal executive offices are located at 650 Castro Street, Suite 400, Mountain View, California 94041, and our telephone number is (800) 379-7873. Our website address is www.purestorage.com. Information contained on or accessible through our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

Pure Storage, the "P" logo, *Purity Operating Environment, FlashArray, Pure1* and other trade names, trademarks or service marks of Pure Storage appearing in this prospectus are the property of Pure Storage. Trade names, trademarks and service marks of other companies appearing in this prospectus are the property of their respective holders.

THE OFFERING

Class A common stock offered	shares
Class A common stock to be outstanding after this offering	shares
Class B common stock to be outstanding after this offering	shares
Total Class A and Class B common stock to be outstanding after this offering	shares
Over-allotment option of Class A common stock offered	shares
Voting rights	We have two classes of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting and conversion rights. The holders of Class A common stock are entitled to one vote per share, and the holders of Class B common stock are entitled to ten votes per share, on all matters that are subject to stockholder vote. Following this offering, each share of Class B common stock may be converted into one share of Class A common stock at the option of the holder thereof, and will be converted into one share of Class A common stock upon transfer thereof, subject to certain exceptions. See "Description of Capital Stock" for additional information.
Use of proceeds	We estimate that the net proceeds from this offering will be approximately $ million, based on an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering primarily for general corporate purposes, including expansion of our product development and sales and marketing organizations. We may also use a portion of the net proceeds from this offering for acquisitions of, or investments in, technologies, solutions or businesses that complement our business, although we have no commitments or agreements to enter into such acquisitions or investments. See "Use of Proceeds" for additional information.
Proposed symbol	"PSTG"

The number of shares of Class A and Class B common stock to be outstanding after this offering is based on no shares of our Class A common stock and 159,657,262 shares of our Class B common stock outstanding as of April 30, 2015, and excludes:

- 59,227,741 shares of Class B common stock issuable upon the exercise of outstanding stock options as of April 30, 2015 under our 2009 Equity Incentive Plan with weighted-average exercise price of $4.15 per share;
- 16,202,962 shares of Class B common stock reserved for future issuance under our 2009 Equity Incentive Plan, which shares will cease to be available for issuance at the time our 2015 Equity Incentive Plan becomes effective in connection with this offering;
- shares of Class B common stock that we intend to issue in August 2015 to the Pure Good Foundation;
- shares of Class A common stock reserved for future issuance under our 2015 Equity Incentive Plan, as well as any automatic increases in the number of shares of Class A common stock reserved for future issuance under this plan, which will become effective upon the execution of the underwriting agreement for this offering; and
- shares of Class A common stock reserved for future issuance under our 2015 Employee Stock Purchase Plan, as well as any automatic increases in the number of shares of Class A common stock reserved for future issuance under this plan, which will become effective upon the execution of the underwriting agreement for this offering.

In addition, unless we specifically state otherwise, all information in this prospectus assumes:

- that our amended and restated certificate of incorporation, which we will file in connection with the closing of this offering, and our amended and restated bylaws adopted in connection with this offering are effective;
- the conversion of all outstanding shares of our preferred stock into an aggregate of 122,280,679 shares of Class B common stock immediately upon the closing of this offering;
- no exercise of outstanding options; and
- no exercise by the underwriters of their right to purchase up to an additional shares of Class A common stock to cover over-allotments.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following tables summarize our consolidated financial data. We have derived the consolidated statements of operations data for the fiscal years ended January 31, 2014 and 2015 from our audited financial statements included elsewhere in this prospectus. The selected consolidated statements of operations data for the fiscal year ended January 31, 2013 are derived from our unaudited consolidated financial statements not included in this prospectus. We have derived the selected consolidated financial statements of operations data for the three months ended April 30, 2014 and 2015 and consolidated balance sheet data as of April 30, 2015 from our unaudited consolidated financial statements included elsewhere in the prospectus. The unaudited consolidated financial statements were prepared on a basis consistent with our audited financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future and our results for the three months ended April 30, 2015 are not necessarily indicative of the results that may be expected for the full fiscal year.

You should read this data together with our consolidated financial statements and related notes appearing elsewhere in this prospectus and the sections titled "Selected Consolidated Financial Data" and "Management' s Discussion and Analysis of Financial Condition and Results of Operations."

	Fiscal Year Ended January 31,			Three Months Ended April 30,	
	2013	2014	2015	2014	2015
	(in thousands, except per share data)				
Consolidated Statements of Operations Data:					
Revenue:					
Product	$5,474	$39,228	$154,836	$22,166	$63,618
Support	603	3,505	19,615	2,482	10,459
Total revenue	6,077	42,733	174,451	24,648	74,077
Cost of revenue:					
Product	3,605	19,974	63,425	9,793	22,712
Support	709	4,155	14,127	1,795	6,924
Total cost of revenue(1)	4,314	24,129	77,552	11,588	29,636
Gross profit	1,763	18,604	96,899	13,060	44,441
Operating expenses:					
Research and development(1)	12,383	36,081	92,707	12,807	31,682
Sales and marketing(1)	10,727	54,750	152,320	25,115	48,327
General and administrative(1)	2,017	5,902	32,354	4,925	12,692
Total operating expenses	25,127	96,733	277,381	42,847	92,701
Loss from operations	(23,364)	(78,129)	(180,482)	(29,787)	(48,260)
Other income (expense), net	(6)	(141)	(1,412)	(122)	(703)
Loss before provision for income taxes	(23,370)	(78,270)	(181,894)	(29,909)	(48,963)
Provision for income taxes	2	291	1,337	139	157
Net loss	$ (23,372)	$ (78,561)	$ (183,231)	$ (30,048)	$ (49,120)
Net loss per share attributable to common stockholders, basic and diluted(2)	$(1.28)	$(3.24)	$(6.56)	$(1.17)	$(1.51)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted(2)	18,239	24,237	27,925	25,662	32,605
Pro forma net loss per share attributable to common stockholders, basic and diluted(2)			$(1.26)		$(0.32)
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted(2)			145,719		154,886

(1) Includes stock-based compensation expense as follows:

	Fiscal Year Ended January 31,			Three Months Ended April 30,	
	2013	2014	2015	2014	2015
			(in thousands)		
Cost of revenue	$66	$569	$1,576	$159	$389
Research and development	752	11,477	22,512	2,432	3,625
Sales and marketing	342	9,014	22,466	1,436	3,444
General and administrative	256	506	6,479	424	1,401
Total stock-based compensation expense	$ 1,416	$ 21,566	$ 53,033	$ 4,451	$ 8,859

Stock-based compensation expense for the fiscal years ended January 31, 2014 and 2015 included $13.3 million and $27.6 million of cash paid for the repurchase of common stock in excess of fair value.

(2) See Note 10 to our consolidated financial statements for an explanation of the method used to calculate our actual and pro forma basic and diluted net loss per share attributable to common stockholders and the weighted-average number of shares used in the computation of the per share amounts.

	As of April 30, 2015		
	Actual	Pro Forma(1)	Pro Forma As Adjusted(2)(3)
		(in thousands)	
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$173,226	$173,226	
Working capital	188,537	188,537	
Total assets	345,418	345,418	
Deferred revenue, current and noncurrent portion	95,867	95,867	
Convertible preferred stock	543,940	–	
Total stockholders' (deficit) equity	(337,970)	205,970	

(1) The pro forma column reflects the conversion of all outstanding shares of convertible preferred stock into 122,280,679 shares of Class B common stock immediately upon the closing of this offering.

(2) The pro forma as adjusted column further reflects the receipt of $ million in net proceeds from our sale of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

(3) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share would increase or decrease, respectively, the amount of cash and cash equivalents, working capital, total assets and total stockholders' (deficit) equity by $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase or decrease of 1,000,000 in the number of shares we are offering would increase or decrease, respectively, the amount of cash and cash equivalents, working capital, total assets and total stockholders' (deficit) equity by approximately $ million, assuming the assumed initial public offering price per share, as set forth on the cover page of this prospectus, remains the same after deducting underwriting discounts and commissions. The pro forma as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price and other terms of this offering determined at pricing.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information contained in this prospectus, including our consolidated financial statements and the related notes appearing at the end of this prospectus, before deciding to invest in our Class A common stock. If any of the following risks actually occur, it could harm our business, prospects, operating results and financial condition. In such event, the trading price of our Class A common stock could decline and you might lose all or part of your investment.

Risks Related to Our Business and Industry

We have experienced rapid growth in recent periods, and we may not be able to sustain or manage future growth effectively.

We have significantly expanded our overall business, customer base, headcount, channel partner relationships and operations in recent periods, and we anticipate that we will continue to expand and may experience rapid growth in future periods. For example, from January 31, 2014 to January 31, 2015, our headcount increased from over 350 to over 800 employees, and to over 1,100 employees as of July 31, 2015. Our future operating results will depend to a large extent on our ability to successfully manage our anticipated expansion and growth. To manage our growth successfully, we believe that we must, among other things, effectively:

- maintain and extend our product leadership;
- recruit, hire, train and manage additional personnel;
- maintain and further develop our channel partner relationships;
- enhance and expand our distribution and supply chain infrastructure;
- expand our support capabilities;
- forecast and control expenses;
- enhance and expand our international operations; and
- implement, improve and maintain our internal systems, procedures and controls.

We expect that our future growth will continue to place a significant strain on our managerial, administrative, operational, financial and other resources. We will incur costs associated with this future growth prior to realizing the anticipated benefits, and the return on these investments may be lower, may develop more slowly than we expect or may never materialize. If we are unable to manage our growth effectively, we may not be able to take advantage of market opportunities or develop new products or enhancements to existing products in a timely manner, and we may fail to satisfy customers' expectations, maintain product quality, execute on our business plan or adequately respond to competitive pressures, each of which could adversely affect our business and operating results.

We intend to continue focusing on revenue growth and increasing our market penetration and international presence at the expense of near-term profitability by investing heavily in our business.

Our strategy is to increase our investments in marketing, sales, support and research and development at the expense of near-term profitability. We believe our decision to continue investing heavily in our business will be critical to our future success. We anticipate that our operating costs and expenses will increase substantially for the foreseeable future. In addition, we expect to incur significant legal, accounting and other expenses that we did not incur as a private company. Even if we achieve significant revenue growth, we may continue to experience losses, similar or greater than to those we have incurred historically.

We have not achieved profitability for any fiscal year since our inception. We incurred a net loss of approximately $183.2 million for the fiscal year ended January 31, 2015 and $49.1 million for the three months

ended April 30, 2015, and we had an accumulated deficit of $341.6 million and $390.7 million as of January 31, 2015 and April 30, 2015, respectively. Our operating expenses largely are based on anticipated revenue, and a high percentage of our expenses are, and will continue to be, fixed in the short term. If we fail to adequately increase revenue and manage costs, we may not achieve or maintain profitability in the future. As a result, our business could be harmed and our operating results could suffer.

We have a limited operating history, which makes our future operating results difficult to predict.

We were founded in October 2009, but have generated substantially all of our revenue since February 1, 2013. We have a limited operating history in an industry characterized by rapid technological change, changing customer needs, evolving industry standards and frequent introductions of new products and services. Our limited operating history makes it difficult to evaluate our current business and our future prospects, including our ability to plan for and model future growth. All of these factors make our future operating results difficult to predict, which may impair our ability to manage our business and reduce your ability to assess our prospects.

You should not consider our revenue growth in prior quarterly or annual periods as indicative of our future performance. In future periods, we do not expect to achieve similar percentage revenue growth rates as we have achieved in some past periods. If we are unable to maintain adequate revenue or revenue growth, our stock price could be volatile, and it may be difficult to achieve and maintain profitability.

The market for all-flash storage products is rapidly evolving, which makes it difficult to forecast customer adoption rates and demand for our products.

The market for all-flash storage products is rapidly evolving. As a result, our future financial performance will depend on the continued growth of this market and on our ability to adapt to emerging customer demands and trends. Sales of our products are currently focused on use cases that require performance storage products such as virtualization and transaction processing. Many of our target customers have never purchased all-flash storage products and may not have the desire or available budget to invest in a new technology such as ours. It is difficult to predict with any precision customer adoption rates, customer demand for our products or the future growth rate and size of our market. Our products may never reach mass adoption, and changes or advances in alternative technologies or adoption of cloud storage offerings not utilizing our storage platform could adversely affect the demand for our products. Further, although flash storage has a number of advantages as compared to other data storage alternatives, such as hard disk drives, flash storage has certain limitations as well, including a higher price per gigabyte of raw storage, more limited methods for data recovery and reduced performance gains for certain uses, including sequential input/output, or I/O, transactions. A slowing in or reduced demand for all-flash storage products caused by lack of customer acceptance, technological challenges, alternative technologies and products or otherwise would result in a lower revenue growth rate or decreased revenue, either of which would negatively impact our business and operating results.

We face intense competition from a number of established companies and new entrants.

We face intense competition from a number of established companies that sell competitive storage products. These competitors include Cisco, Dell, EMC, HP, Hitachi Data Systems, IBM, Lenovo and NetApp. These competitors, as well as other potential competitors, may have:

- greater name recognition and longer operating histories;
- larger sales and marketing and customer support budgets and resources;
- broader distribution and established relationships with distribution partners and customers;
- the ability to bundle storage products with other products and services to address customers' requirements;

greater resources to make acquisitions;

larger and more mature intellectual property portfolios; and

substantially greater financial, technical and other resources.

We also face competition from a number of other companies, one or more of which may become significant competitors in the future. New competitors could emerge and acquire significant market share. All of our competitors may utilize a broad range of competitive strategies. For example, some of our competitors have offered bundled products and services in order to reduce the initial cost of their storage products. Our competitors may also choose to adopt more aggressive pricing policies than we choose to adopt. Some of our competitors have offered their products either at significant discounts or even for free in response to our efforts to market the overall benefits and technological merits of our products.

Many competitors have developed competing all-flash or hybrid storage technologies. For example, some of our competitors have developed all-flash storage products with data reduction technologies that directly compete with our products. We expect our competitors to continue to improve the performance of their products, reduce their prices and introduce new services and technologies that may, or that they may claim to, offer greater performance and improved total cost of ownership as compared to our products. In addition, our competitors may develop enhancements to, or future generations of, competitive products that may render our products or technologies obsolete or less competitive. These and other competitive pressures may prevent us from competing successfully against current or future competitors.

Many of our established competitors have long-standing relationships with key decision makers at many of our current and prospective customers, which may inhibit our ability to compete effectively and maintain or increase our market share.

Many of our competitors benefit from established brand awareness and long-standing relationships with key decision makers at many of our current and prospective customers. We expect that our competitors will seek to leverage these existing relationships to discourage customers from purchasing our products. In particular, when competing against us, we expect our competitors to emphasize the perceived risks of relying on products from a company with a shorter operating history. Additionally, most of our prospective customers have existing storage systems manufactured by our competitors. This gives an incumbent competitor an advantage in retaining the customer because the incumbent competitor already understands the customer' s network infrastructure, user demands and IT needs. In the event that we are unable to successfully sell our products to new customers or persuade our customers from continuing to purchase our products, we may not be able to maintain or increase our market share and revenue, which could adversely affect our business and operating results.

Our ability to increase our revenue will substantially depend on our ability to attract, motivate and retain sales, engineering and other key personnel, including our management team, and any failure to attract, motivate and retain these employees could harm our business, operating results and financial condition.

Our ability to increase our revenue will substantially depend on our ability to attract and retain qualified sales, engineering and other key employees, including our management. These positions may require candidates with specific backgrounds in software and the storage industry, and competition for employees with such expertise is intense. Our ability to attract, motivate or retain employees may be reduced as we become a public company, as the value of our stock fluctuates and as our employees have the opportunity to sell their equity after this offering. We may not be successful in attracting, motivating and retaining qualified personnel. We have from time to time experienced, and we expect to continue to experience, difficulty in hiring and retaining highly skilled employees with appropriate qualifications. To the extent that we are successful in hiring to fill these positions, we need a significant amount of time to train the new employees before they can become effective and efficient in performing their jobs. From time to time, there may be changes in our management team resulting from the hiring or departure of those individuals. Members of our management team, including our executive

officers, are generally employed on an at-will basis, which means that they could terminate their employment with us at any time. If we are unable to attract, motivate and retain qualified sales, engineering and other key employees, including our management, our business and operating results could suffer.

If we fail to adequately expand our sales force our growth will be impeded.

We will need to continue to expand and optimize our sales infrastructure in order to grow our customer base and our business. We plan to continue to expand our sales force, both domestically and internationally. Identifying, recruiting and training qualified sales personnel require significant time, expense and attention. It can take time before our sales representatives are fully trained and productive. Our business may be adversely affected if our efforts to expand and train our sales force do not generate a corresponding increase in revenue. In particular, if we are unable to hire, develop and retain qualified sales personnel or if new sales personnel are unable to achieve desired productivity levels in a reasonable period of time, we may not be able to realize the expected benefits of this investment or increase our revenue.

If we fail to develop and introduce new or enhanced products on a timely basis, our ability to attract and retain customers could be impaired and our competitive position could be harmed.

We operate in a dynamic environment characterized by rapidly changing technologies and industry standards and technological obsolescence. To compete successfully, we must design, develop, market and sell new or enhanced products that provide increasingly higher levels of performance, capacity and reliability and that meet the cost expectations of our customers, which is a complex and uncertain process. The introduction of new products by our competitors, the market acceptance of products based on new or alternative technologies or the emergence of new industry standards could render our existing or future products obsolete or less competitive. As we introduce new or enhanced products, we must successfully manage product launches and transitions to the next generations of our products. For example, in June 2015, we announced our new *FlashArray//m* product. If we are not able to successfully manage the transition from our *FlashArray* 400-Series product to our *FlashArray//m* product, our business, operating results and financial condition could be harmed. Similarly, if we fail to introduce new or enhanced products that meet the needs of our customers in a timely or cost-effective fashion, we will lose market share and our operating results will be adversely affected.

Our research and development efforts may not produce successful products that result in significant revenue in the near future, if at all.

Developing new products and related enhancements is expensive and time intensive. Our investments in research and development may result in products that may not achieve market adoption, are more expensive to develop than anticipated, may take longer to generate revenue or may generate less revenue than we anticipate. Our future plans include significant investments in research and development for new products and related opportunities. We believe that we must continue to dedicate significant resources to our research and development efforts to maintain or expand our competitive position. However, these efforts may not result in significant revenue in the near future, if at all, which could adversely affect our business and operating results.

If we fail to successfully maintain or grow our relationships with channel partners, our business, operating results and financial condition could be harmed.

Our future success is highly dependent upon our ability to establish and maintain successful relationships with a variety of channel partners in markets where we do not have a large direct sales force or direct customer support personnel. In addition to selling our products, our partners may offer installation, post-sale service and support on our behalf in their local markets. In markets where we rely on partners more heavily, we have less contact with our customers and less control over the sales process and the quality and responsiveness of our partners. As a result, it may be more difficult for us to ensure the proper delivery and installation of our products or the quality or responsiveness of the support and services being offered. Any failure on our part to effectively

identify, train and manage our channel partners and to monitor their sales activity, as well as the customer support and services being provided to our customers in their local markets, could harm our business, operating results and financial condition.

Our channel partners may choose to discontinue offering our products and services or may not devote sufficient attention and resources toward selling our products and services. We typically enter into non-exclusive, written agreements with our channel partners. These agreements generally have a one-year, self-renewing term, have no minimum sales commitment and do not prohibit our channel partners from offering products and services that compete with ours. Accordingly, our channel partners may choose to discontinue offering our products and services or may not devote sufficient attention and resources toward selling our products and services. Additionally, our competitors may provide incentives to our existing and potential channel partners to use, purchase or offer their products and services or to prevent or reduce sales of our products and services. The occurrence of any of these events could harm our business, operating results and financial condition.

Our gross margins are impacted by a variety of factors, are subject to variation from period to period and are difficult to predict.

Our gross margins fluctuate from period to period due primarily to product costs, customer mix and product mix. Over the fiscal year ended January 31, 2015, our quarterly gross margins ranged from 53% to 58%. Our gross margins are likely to continue to fluctuate and may be affected by a variety of factors, including:

- demand for our products;
- sales and marketing initiatives, discount levels, rebates and competitive pricing;
- changes in customer, geographic or product mix, including mix of configurations within products;
- the cost of components and freight;
- new product introductions and enhancements, potentially with initial sales at relatively small volumes and higher product costs;
- the timing and amount of revenue recognized and deferred;
- excess inventory levels or purchase commitments as a result of changes in demand forecasts or product transitions;
- an increase in product returns, order rescheduling and cancellations;
- the timing of technical support service contracts and contract renewals;
- inventory stocking requirements to mitigate supply constraints, accommodate unforeseen demand or support new product introductions; and
- product quality and serviceability issues.

Due to such factors, gross margins are subject to variation from period to period and are difficult to predict. If we are unable to manage these factors effectively, our gross margins may decline, and fluctuations in gross margins may make it difficult to manage our business and achieve or maintain profitability, which could materially harm our business, operating results and financial condition.

Our operating results may fluctuate significantly, which could make our future results difficult to predict and could cause our operating results to fall below expectations.

Our operating results may fluctuate due to a variety of factors, many of which are outside of our control. As a result, comparing our operating results on a period-to-period basis may not be meaningful. You should not rely on our past results as an indication of our future performance. If our revenue or operating results fall below the expectations of investors or any securities analysts that follow our company, the price of our Class A common stock would likely decline.

Factors that are difficult to predict and that could cause our operating results to fluctuate include:

- the timing and magnitude of orders, shipments and acceptance of our products in any quarter, including product returns, order rescheduling and cancellations by our customers;
- fluctuations in demand and prices for our products;
- potential seasonality in the markets we serve;
- our ability to control the costs of the components we use in our hardware products;
- our ability to timely adopt subsequent generations of components into our hardware products;
- disruption in our supply chains, component availability and related procurement costs;
- reductions in customers' budgets for IT purchases;
- changes in industry standards in the data storage industry;
- our ability to develop, introduce and ship in a timely manner new products and product enhancements that meet customer requirements;
- our ability to effectively manage product transitions as we introduce new products;
- any change in the competitive dynamics of our markets, including new entrants or discounting of product prices;
- our ability to control costs, including our operating expenses; and
- future accounting pronouncements and changes in accounting policies.

The occurrence of any one of these risks could negatively affect our operating results in any particular quarter, which could cause the price of our Class A common stock to decline.

Our sales cycles can be long and unpredictable, particularly with respect to large orders, and our sales efforts require considerable time and expense. As a result, it can be difficult for us to predict when, if ever, a particular customer will choose to purchase our products, which may cause our operating results to fluctuate.

Our sales efforts involve educating our customers about the use and benefits of our products, including their technical capabilities and cost saving potential. Larger customers often undertake an evaluation and testing process that can result in a lengthy sales cycle. We spend substantial time and resources on our sales efforts without any assurance that our efforts will produce any sales. In addition, product purchases are frequently subject to budget constraints, multiple approvals and unplanned administrative, processing and other delays. A substantial portion of our quarterly sales typically occurs during the last several weeks of the quarter, which we believe largely reflects customer buying patterns of products similar to ours and other products in the technology industry generally. Since we do not recognize revenue from a sale until title is transferred for the product, if we have a substantial portion of our sales at the end of a quarter, we may be unable to transfer title and recognize the associated revenue in that quarter. Furthermore, our products come with a 30-day money back guarantee, allowing a customer to return a *FlashArray* product within 30 days of receipt if the customer is not satisfied with its purchase for any reason. In addition, a portion of our sales in any quarter is generated by sales activity initiated during the quarter. These factors, among others, make it difficult for us to predict when customers may purchase our products. We may expend significant resources on an opportunity without ever achieving a sale, which may adversely affect our operating results and cause our operating results to fluctuate. In addition, if sales expected from a specific customer for a particular quarter are not realized in that quarter or at all, our operating results may suffer.

Our company culture has contributed to our success, and if we cannot maintain this culture as we grow, we could lose the innovation, creativity and teamwork fostered by our culture, and our business may be harmed.

We believe that a critical contributor to our success has been our company culture, which we believe fosters innovation, creativity, teamwork, passion for customers and focus on execution, as well as facilitating critical

knowledge transfer and knowledge sharing. As we grow and change, we may find it difficult to maintain these important aspects of our company culture, which could limit our ability to innovate and operate effectively. Any failure to preserve our culture could also negatively affect our ability to retain and recruit personnel, continue to perform at current levels or execute on our business strategy.

Because our long-term success depends, in part, on our ability to expand the sales of our products to customers located outside of the United States, our business is susceptible to risks associated with international operations.

We maintain operations outside of the United States. We have been expanding and intend to continue to expand these operations in the future. We have limited experience operating in foreign jurisdictions. Our inexperience in operating our business outside of the United States increases the risk that our international expansion efforts may not be successful. In addition, conducting and expanding international operations subjects us to new risks that we have not generally faced in the United States. These include:

exposure to foreign currency exchange rate risk;

difficulties in collecting payments internationally, and managing and staffing international operations;

establishing relationships with channel partners in international locations;

the increased travel, infrastructure and legal compliance costs associated with international locations;

the burdens of complying with a wide variety of laws associated with international operations, including taxes and customs;

significant fines, penalties and collateral consequences if we fail to comply with anti-bribery laws;

heightened risk of improper, unfair or corrupt business practices in certain geographies;

potentially adverse tax consequences, including repatriation of earnings;

increased financial accounting and reporting burdens and complexities;

political, social and economic instability abroad, terrorist attacks and security concerns in general; and

reduced or varied protection for intellectual property rights in some countries.

The occurrence of any one of these risks could negatively affect our international operations and, consequently, our business, operating results and financial condition generally.

The sales prices of our products and services may decrease, which may reduce our gross profits and adversely impact our financial results.

The sales prices for our products and services may decline for a variety of reasons, including competitive pricing pressures, discounts, a change in our mix of products and services, the introduction of competing products or services or promotional programs. Competition continues to increase in the markets in which we participate, and we expect competition to further increase in the future, thereby leading to increased pricing pressures. Larger competitors with more diverse product and service offerings may reduce the price of products or services that compete with ours or may bundle them with other products and services. Additionally, although we price our products and services predominantly in U.S. dollars, currency fluctuations in certain countries and regions may negatively impact actual prices that partners and customers are willing to pay in those countries and regions. Furthermore, we anticipate that the sales prices for our products will decrease over product life cycles. We cannot assure you that we will be successful in developing and introducing new offerings with enhanced functionality on a timely basis, or that our new product and services offerings, if introduced, will enable us to maintain or improve our gross margins and achieve profitability.

We derive substantially all of our revenue from a single family of products, and a decline in demand for these products would cause our revenue to grow more slowly or to decline.

Our *FlashArray* family of products accounts for all of our revenue and will continue to comprise a significant portion of our revenue for the foreseeable future. As a result, our revenue could be reduced by:

- the failure of our current products to achieve broad market acceptance;
- any decline or fluctuation in demand for our products, whether as a result of product obsolescence, technological change, customer budgetary constraints or other factors;
- the introduction of competing products and technologies that replace or substitute, or represent an improvement over, our products; and
- our inability to release enhanced versions of our products, including any related software, on a timely basis.

If the market for all-flash storage products grows more slowly than anticipated or if demand for our products declines, we may not be able to increase our revenue or achieve and maintain profitability.

Our products are highly technical and may contain undetected defects, which could cause data unavailability, loss or corruption that might, in turn, result in liability to our customers and harm to our reputation and business.

Our products are highly technical and complex and are often used to store information critical to our customers' business operations. Our products may contain undetected errors, defects or security vulnerabilities that could result in data unavailability, loss, corruption or other harm to our customers. Some errors in our products may only be discovered after they have been installed and used by customers. Any errors, defects or security vulnerabilities discovered in our products after commercial release could result in a loss of revenue or delay in revenue recognition, injury to our reputation, a loss of customers or increased service and warranty costs, any of which could adversely affect our business and operating results. In addition, errors or failures in the products of third-party technology vendors may be attributed to us and may harm our reputation.

We could face claims for product liability, tort or breach of warranty. Many of our contracts with customers contain provisions relating to warranty disclaimers and liability limitations, which may be difficult to enforce. Defending a lawsuit, regardless of its merit, would be costly and might divert management' s attention and adversely affect the market' s perception of us and our products. Our business liability insurance coverage could prove inadequate with respect to a claim and future coverage may be unavailable on acceptable terms or at all. These product-related issues could result in claims against us, and our business, operating results and financial condition could be harmed.

Our brand name and our business may be harmed by the marketing strategies of our competitors.

Because of the early stage of our business, we believe that building and maintaining brand recognition and customer goodwill is critical to our success. Our efforts in this area have, on occasion, been hampered by the marketing efforts of our competitors, which have included statements about us and our products. If we are unable to effectively respond to the marketing efforts of our competitors and protect our brand and customer goodwill now or in the future, our business will be adversely affected.

Our products must interoperate with third party operating systems, software applications and hardware, and if we are unable to devote the necessary resources to ensure that our products interoperate with such software and hardware, we may lose or fail to increase our market share and may experience reduced demand for our products.

Our products must interoperate with our customers' existing infrastructure, specifically their networks, servers, software and operating systems, which may be manufactured by a wide variety of vendors. When new or

updated versions of these software operating systems or applications are introduced, we must sometimes develop updated versions of our software so that our products will interoperate properly. For example, our *Pure1* cloud-based management and support includes connectors to virtualization platforms, allowing our customers to manage the *FlashArray* from within the native management tools, including for VMware and OpenStack. We may not deliver or maintain interoperability quickly, cost-effectively or at all. These efforts require capital investment and engineering resources. If we fail to maintain compatibility of our products with these infrastructure components, our customers may not be able to fully utilize our products, and we may, among other consequences, lose or fail to increase our market share and experience reduced demand for our products, which may harm our business, operating results and financial condition.

Our products must conform to industry standards in order to be accepted by customers in our markets.

Generally, our products comprise only a part of a datacenter. The servers, network, software and other components and systems of a datacenter must comply with established industry standards in order to interoperate and function efficiently together. We depend on companies that provide other systems in a datacenter to conform to prevailing industry standards. Often, these companies are significantly larger and more influential in driving industry standards than we are. Some industry standards may not be widely adopted or implemented uniformly, and competing standards may emerge that may be preferred by our customers. If larger companies do not conform to the same industry standards that we do, or if competing standards emerge, market acceptance of our products could be adversely affected, which may harm our business.

Our ability to successfully market and sell our products is dependent in part on ease of use and the quality of our support offerings, and any failure to offer high-quality installation and technical support could harm our business.

Once our products are deployed within our customers' datacenters, customers depend on our support organization to resolve technical issues relating to our products. Our ability to provide effective support is largely dependent on our ability to attract, train and retain qualified personnel, as well as to engage with qualified support partners that provide a similar level of customer support. In addition, our sales process is highly dependent on our product and business reputation and on recommendations from our existing customers. Although our products are designed to be interoperable with existing servers and systems, we may need to provide customized installation and configuration support to our customers before our products become fully operational in their environments. Any failure to maintain, or a market perception that we do not maintain, high-quality installation and technical support could harm our reputation, our ability to sell our products to existing and prospective customers and our business.

We rely on contract manufacturers to manufacture our products, and if we fail to manage our relationship with our contract manufacturers successfully, our business could be negatively impacted.

We rely on a limited number of contract manufacturers to manufacture our products. Our reliance on contract manufacturers reduces our control over the assembly process, and exposes us to risks, such as reduced control over quality assurance, costs and product supply. If we fail to manage our relationships with these contract manufacturers effectively, or if these contract manufacturers experience delays, disruptions, capacity constraints or quality control problems, our ability to timely ship products to our customers could be impaired and our competitive position and reputation could be harmed. If we are required to change contract manufacturers or assume internal manufacturing operations, we may lose revenue, incur increased costs and damage our customer relationships. Qualifying a new contract manufacturer and commencing production is expensive and time-consuming. We may need to increase our component purchases, contract manufacturing capacity and internal test and quality functions if we experience increased demand. The inability of our contract manufacturers to provide us with adequate supplies of high-quality products could cause a delay in our order fulfillment, and our business, operating results and financial condition may be harmed.

We rely on a limited number of suppliers, and in some cases single-source suppliers, and any disruption or termination of these supply arrangements could delay shipments of our products and could harm our relationships with current and prospective customers.

We rely on a limited number of suppliers, and in some cases, on single-source suppliers, for several key components of our products, and we have not generally entered into agreements for the long-term purchase of these components. For example, the CPUs utilized in our products are supplied by Intel Corporation, or Intel, and neither we nor our contract manufacturers have an agreement with Intel for the procurement of these CPUs. Instead, we purchase the CPUs either directly from Intel or through a reseller on a purchase order basis. Intel or its resellers could stop selling to us at any time or could raise their prices without notice. This reliance on a limited number of suppliers and the lack of any guaranteed sources of supply exposes us to several risks, including:

- the inability to obtain an adequate supply of key components, including solid-state drives;
- price volatility for the components of our products;
- failure of a supplier to meet our quality or production requirements;
- failure of a supplier of key components to remain in business or adjust to market conditions; and
- consolidation among suppliers, resulting in some suppliers exiting the industry or discontinuing the manufacture of components.

As a result of these risks, we cannot assure you that we will be able to obtain enough of these key components in the future or that the cost of these components will not increase. If our supply of components is disrupted or delayed, or if we need to replace our existing suppliers, there can be no assurance that additional components will be available when required or that components will be available on terms that are favorable to us, which could extend our lead times, increase the costs of our components and harm our business, operating results and financial condition. Even if we are successful in growing our business, we may not be able to continue to procure components at reasonable prices, which may require us to enter into longer-term contracts with component suppliers to obtain these components at competitive prices. This could increase our costs and decrease our gross margins, harming our business, operating results and financial condition.

Managing the supply of our products and their components is complex. Insufficient supply and inventory may result in lost sales opportunities or delayed revenue, while excess inventory may harm our gross margins.

Our third-party manufacturers procure components and build our products based on our forecasts, and we generally do not hold inventory for a prolonged period of time. These forecasts are based on estimates of future demand for our products, which are in turn based on historical trends and analyses from our sales and marketing organizations, adjusted for overall market conditions. In order to reduce manufacturing lead times and plan for adequate component supply, from time to time we may issue forecasts for components and products that are non-cancelable and non-returnable. Our inventory management systems and related supply chain visibility tools may be inadequate to enable us to make accurate forecasts and effectively manage the supply of our products and components. We have, in the past, had to write off inventory in connection with transitions to new product models. If we ultimately determine that we have excess supply, we may have to reduce our prices and write down or write off excess or obsolete inventory, which in turn could result in lower gross margins. Alternatively, insufficient supply levels may lead to shortages that result in delayed revenue or loss of sales opportunities altogether as potential customers turn to competitors' products that may be more readily available. If we are unable to effectively manage our supply and inventory, our results of operations could be adversely affected.

If we are unable to sell renewals of our maintenance and support services to our customers, our future revenue and operating results will be harmed.

Existing customers may not renew their maintenance and support agreements after the initial period, and given our limited operating history, we may not be able to accurately predict our renewal rates. Our customers'

renewal rates may decline or fluctuate as a result of a number of factors, including their available budget and the level of their satisfaction with our storage platform, customer support and pricing as compared to that offered by our competitors. If our customers renew their contracts, they may renew on terms that are less economically beneficial to us. We cannot assure you that our customers will renew their maintenance and support agreements, and if our customers do not renew their agreements or renew on less favorable terms, our revenue may grow more slowly than expected, if at all.

We expect that revenue from maintenance and support agreements will increase as a percentage of total revenue over time, and because we recognize this revenue over the term of the relevant contract period, downturns or upturns in sales are not immediately reflected in full in our results of operations.

We expect that revenue from maintenance and support agreements will increase as a percentage of total revenue over time. We recognize maintenance and support revenue ratably over the term of the relevant service period. As a result, much of the maintenance and support revenue we report each quarter is derived from maintenance and support agreements that we sold in prior quarters. Consequently, a decline in new or renewed maintenance and support agreements in any one quarter will not be fully reflected in revenue in that quarter but will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales of maintenance and support is not reflected in full in our results of operations until future periods. Also, it is difficult for us to rapidly increase our maintenance and support revenue through additional sales in any period, as revenue from renewals must be recognized ratably over the applicable service period.

Adverse economic conditions or reduced datacenter spending may adversely impact our revenues and profitability.

Our operations and performance depend in part on worldwide economic conditions and the impact these conditions have on levels of spending on datacenter technology. Our business depends on the overall demand for datacenter infrastructure and on the economic health of our current and prospective customers. Weak economic conditions, or a reduction in datacenter spending, would likely adversely impact our business, operating results and financial condition in a number of ways, including by reducing sales, lengthening sales cycles and lowering prices for our products and services.

Third-party claims that we are infringing the intellectual property rights of others, whether successful or not, could subject us to costly and time-consuming litigation or require us to obtain expensive licenses, and our business could be harmed.

There is a substantial amount of intellectual property litigation in the flash-based storage industry, and we may become party to, or threatened with, litigation or other adversarial proceedings regarding intellectual property rights with respect to our technology, including interference or derivation proceedings before the U.S. Patent and Trademark Office. Third parties may assert infringement claims against us based on existing or future intellectual property rights. The outcome of intellectual property litigation is subject to uncertainties that cannot be adequately quantified in advance. We have in the past received and may in the future receive inquiries from other intellectual property holders and may become subject to claims that we infringe their intellectual property rights, particularly as we expand our presence in the market and face increasing competition.

For example, in November 2013, EMC Corporation, or EMC, filed a complaint against us in the United States District Court for the District of Massachusetts, alleging that our hiring of EMC employees evidences a scheme to misappropriate EMC' s confidential information and trade secrets and to unlawfully interfere with EMC' s business relationships with its customers and contractual relationships with its employees. In addition, in November 2013, EMC filed a complaint against us in the United States District Court for the District of Delaware, alleging infringement of five patents held by EMC. While we intend to vigorously defend ourselves in these lawsuits, we are unable to predict the ultimate outcome of this litigation. See the section titled "Business−Legal Proceedings" for more information relating to this litigation.

Any intellectual property rights claim, including the lawsuits brought by EMC, against us or our customers, suppliers, and channel partners, with or without merit, could be time-consuming and expensive to litigate or settle, could divert management' s resources and attention from operating our business and could force us to acquire intellectual property rights and licenses, which may involve substantial royalty payments. Further, a party making such a claim, if successful, could secure a judgment that requires us to pay substantial damages, including treble damages and attorneys' fees if we are found to have willfully infringed a patent. An adverse determination also could invalidate our intellectual property rights and prevent us from manufacturing and offering our products to our customers and may require that we procure or develop substitute products that do not infringe, which could require significant effort and expense. We may not be able to re-engineer our products successfully to avoid infringement, and we may have to seek a license for the infringed technology, which may not be available on reasonable terms or at all, may significantly increase our operating expenses or may require us to restrict our business activities in one or more respects. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business. Any of these events could harm our business and financial condition.

We currently have a number of agreements in effect pursuant to which we have agreed to defend, indemnify and hold harmless our customers, suppliers and channel partners from damages and costs which may arise from the infringement by our products of third-party patents, trademarks or other proprietary rights. The scope of these indemnity obligations varies, but may, in some instances, include indemnification for damages and expenses, including attorneys' fees. Our insurance may not cover intellectual property infringement claims. A claim that our products infringe a third party' s intellectual property rights could harm our relationships with our customers, deter future customers from purchasing our products and expose us to costly litigation and settlement expenses. Even if we are not a party to any litigation between a customer and a third party relating to infringement by our products, an adverse outcome in any such litigation could make it more difficult for us to defend our products against intellectual property infringement claims in any subsequent litigation in which we are a named party. Any of these results could harm our brand and financial condition.

The success of our business depends in part on our ability to protect and enforce our intellectual property rights.

We rely on a combination of patent, copyright, service mark, trademark and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights, all of which provide only limited protection. As of July 31, 2015, we had over 200 issued patents and over 150 patent applications in the United States and foreign countries. We cannot assure you that any patents will issue with respect to our currently pending patent applications in a manner that gives us the protection that we seek, if at all, or that any patents issued to us will not be challenged, invalidated, circumvented or held to be unenforceable in actions against alleged infringers. Our issued patents and any patents that may issue in the future with respect to pending or future patent applications may not provide sufficiently broad protection or they may not prove to be enforceable in actions against alleged infringers. Changes to the patent laws in the United States and other jurisdictions could also diminish the value of our patents and patent applications or narrow the scope of our patent protection. We cannot be certain that the steps we have taken will prevent unauthorized use of our technology or the reverse engineering of our technology. Moreover, others may independently develop technologies that are competitive to ours or infringe our intellectual property. Furthermore, any of our trademarks may be challenged by others or invalidated through administrative process or litigation.

Protecting against the unauthorized use of our intellectual property, products and other proprietary rights is expensive and difficult. Litigation may be necessary in the future to enforce or defend our intellectual property rights or to determine the validity and scope of the proprietary rights of others. Any such litigation could result in substantial costs and diversion of management' s resources and attention, either of which could harm our business, operating results and financial condition. Further, many of our current and potential competitors have the ability to dedicate substantially greater resources to defending intellectual property infringement claims and

to enforcing their intellectual property rights than we have. Accordingly, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property. Effective patent, trademark, service mark, copyright and trade secret protection may not be available in every country in which our products are available. An inability to adequately protect and enforce our intellectual property and other proprietary rights could harm our business and financial condition.

If we are unable to protect the confidentiality of our trade secrets, the value of our technology could be materially adversely affected and our business could be harmed.

In addition to the protection afforded by patents, we rely on confidential proprietary information, including trade secrets and know-how to develop and maintain our competitive position. Any disclosure to or misappropriation by third parties of our confidential proprietary information could enable competitors to quickly duplicate or surpass our technological achievements, thus eroding our competitive position in our market. We seek to protect our confidential proprietary information, in part, by confidentiality agreements and invention assignment agreements with our employees, consultants, scientific advisors, contractors and collaborators. These agreements are designed to protect our proprietary information; however, we cannot be certain that such agreements have been entered into with all relevant parties, and we cannot be certain that our trade secrets and other confidential proprietary information will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques. For example, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. We also seek to preserve the integrity and confidentiality of our confidential proprietary information by maintaining physical security of our premises and physical and electronic security of our IT systems, but it is possible that these security measures could be breached. If any of our confidential proprietary information were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such competitor from using that technology or information to compete with us, which could harm our competitive position. Further, the laws of some foreign countries do not protect proprietary rights to the same extent or in the same manner as the laws of the United States. As a result, we may encounter significant problems in protecting and defending our intellectual property both in the United States and abroad. If we are unable to prevent material disclosure of the intellectual property related to our technologies to third parties, we will not be able to establish or maintain a competitive advantage in our market, which could harm our business.

Our use of open source software could impose limitations on our ability to commercialize our products.

We use open source software in our products and expect to continue to use open source software in the future. Although we monitor our use of open source software, the terms of many open source licenses have not been interpreted by U.S. or foreign courts, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to market our products. From time to time, we may face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that we have developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require us to make our software source code freely available, seek licenses from third parties in order to continue offering our products for certain uses or cease offering the implicated solutions unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources, and we may be required to discontinue providing some of our software in the event re-engineering cannot be accomplished on a timely basis, any of which could harm our business, operating results and financial condition.

System security risks, data protection breaches and cyber-attacks on our systems or products could compromise our proprietary information (or information of our customers), disrupt our internal operations and harm public perception of our products, which could cause our business and reputation to suffer, create additional liabilities and adversely affect our financial results and stock price.

In the ordinary course of business, we store sensitive data on our internal systems, networks and servers, which may include intellectual property, our proprietary business information and that of our customers, suppliers and business partners and sales data, which may include personally identifiable information. Additionally, we design and sell products that allow our customers to store our customers' data. The security of our own networks and the intrusion protection features of our product are both critical to our operations and business strategy.

We devote significant resources to network security, data encryption and other security measures to protect our systems and data, but these security measures cannot provide absolute security. For example, we use encryption and authentication technologies to secure the transmission and storage of data and prevent third party access to data or accounts, but these security measures are subject to third-party security breaches, employee error, malfeasance, faulty password management or other irregularities. Any destructive or intrusive breach of our internal systems could result in the information stored on our networks being accessed, publicly disclosed, lost or stolen. Additionally, an effective attack on our products could disrupt the proper functioning of our products, allow unauthorized access to sensitive, proprietary or confidential information of ours or our customers, disrupt or temporarily interrupt customers' operations or cause other destructive outcomes, including the theft of information sufficient to engage in fraudulent transactions. The risk that these types of events could seriously harm our business is likely to increase as we expand our network of channel partners, resellers and authorized service providers and operate in more countries. The economic costs to us to eliminate or alleviate cyber or other security problems, viruses, worms, malicious software systems and security vulnerabilities could be significant and may be difficult to anticipate or measure because the damage may differ based on the identity and motive of the programmer or hacker, which are often difficult to identify. If any of these types of security breaches, actual or perceived, were to occur and we were to be unable to protect sensitive data, our relationships with our business partners and customers could be materially damaged, our reputation and brand could be materially harmed, use of our products could decrease and we could be exposed to a risk of loss or litigation and possible liability.

We may further expand through acquisitions of, or investments in, other companies, each of which may divert our management's attention, resulting in additional dilution to our stockholders and consumption of resources that are necessary to sustain and grow our business.

Our business strategy may, from time to time, include acquiring complementary products, technologies or businesses. We also may enter into relationships with other businesses in order to expand our product offerings, which could involve preferred or exclusive licenses, additional channels of distribution or discount pricing or investments in other companies. Negotiating these transactions can be time-consuming, difficult and expensive, and our ability to close these transactions may be subject to third-party or government approvals, which are beyond our control. Consequently, we can make no assurance that these transactions, once undertaken and announced, will close.

These kinds of acquisitions or investments may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties assimilating or integrating the businesses, technologies, products, personnel or operations of the acquired companies, particularly if the key personnel of the acquired business choose not to work for us, and we may have difficulty retaining the customers of any acquired business. Acquisitions may also disrupt our ongoing business, divert our resources and require significant management attention that would otherwise be available for development of our business. Any acquisition or investment could expose us to unknown liabilities. Moreover, we cannot assure you that the anticipated benefits of any acquisition or investment would be realized or that we would not be exposed to unknown liabilities. In connection with these types of transactions, we may issue additional equity securities that would dilute our stockholders, use cash that

we may need in the future to operate our business, incur debt on terms unfavorable to us or that we are unable to repay, incur large charges or substantial liabilities, encounter difficulties integrating diverse business cultures and become subject to adverse tax consequences, substantial depreciation or deferred compensation charges. These challenges related to acquisitions or investments could harm our business and financial condition.

We are an emerging growth company, and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to emerging growth companies could make our Class A common stock less attractive to investors.

We are an emerging growth company, and, for as long as we continue to be an emerging growth company, we may choose to take advantage of exemptions from various reporting requirements applicable to other public companies but not to "emerging growth companies," including: not being required to have our independent registered public accounting firm audit our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company for up to five years following the completion of this offering. We will remain an emerging growth company until the earliest to occur of (i) the last day of the fiscal year in which we have more than $1.0 billion in annual revenue, (ii) the date we qualify as a "large accelerated filer," with at least $700 million of equity securities held by non-affiliates, (iii) the date on which we have issued, in any three-year period, more than $1.0 billion in non-convertible debt securities, and (iv) the last day of the fiscal year ending after the fifth anniversary of the completion of this offering. We cannot predict if investors will find our Class A common stock less attractive if we choose to rely on these exemptions. If some investors find our Class A common stock less attractive as a result of any choices we make to avail ourselves of these exemptions, there may be a less active trading market for our Class A common stock and the market price of our Class A common stock may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this accommodation allowing for delayed adoption of new or revised accounting standards, and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

We may require additional capital to support business growth, and this capital might not be available on acceptable terms, or at all.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new products or enhance our existing products, enhance our operating infrastructure and acquire complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds. If we raise additional funds through further issuances of equity or convertible debt securities, our stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock. Any debt financing in the future could involve additional restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. We may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to support our business growth and to respond to business challenges could be significantly limited and our prospects and financial condition could be harmed.

We are exposed to the credit risk of some of our customers, which could harm our business, operating results and financial condition.

Most of our sales are made on an open credit basis. As a general matter, we monitor individual customer payment capability when we grant open credit arrangements and may limit these open credit arrangements based on perceived creditworthiness. We also maintain allowances we believe are adequate to cover exposure for doubtful accounts. Although we have programs in place that are designed to monitor and mitigate these risks, we cannot assure you these programs will be effective in managing our credit risks, especially as we expand our business internationally. If we are unable to adequately control these risks, our business, operating results and financial condition could be harmed.

Sales to U.S. federal, state and local governments are subject to a number of challenges and risks that may adversely impact our business.

Sales to U.S. federal, state and local governmental agencies may in the future account for a significant portion of our revenue. Sales to such government entities are subject to the following risks:

- selling to governmental agencies can be highly competitive, expensive and time consuming, often requiring significant upfront time and expense without any assurance that such efforts will generate a sale;
- government certification requirements applicable to our products may change and in doing so restrict our ability to sell into the U.S. federal government sector until we have attained the revised certification;
- government demand and payment for our products and services may be impacted by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our products and services;
- we sell our products to governmental agencies through our channel partners, and these agencies may have statutory, contractual or other legal rights to terminate contracts with our distributors and resellers for convenience or due to a default, and any such termination may adversely impact our future results of operations;
- governments routinely investigate and audit government contractors' administrative processes, and any unfavorable audit could result in the government refusing to continue buying our products, which would adversely impact our revenue and results of operations, or institute fines or civil or criminal liability if the audit uncovers improper or illegal activities; and
- governments may require certain products to be manufactured in the United States and other relatively high-cost manufacturing locations, and we may not manufacture all products in locations that meet these requirements, affecting our ability to sell these products to governmental agencies.

We will need to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act, and the failure to do so could have a material adverse effect on our business and stock price.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosure controls and procedures. We will be required to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act, or Section 404. When we are no longer an emerging growth company, our independent registered public accounting firm will also need to attest to the effectiveness of our internal control over financial reporting. Over the last year, we have taken and continue to take additional steps to upgrade our finance and accounting function, including the hiring of additional finance and accounting personnel, and implement additional policies and procedures associated with the financial statement close process. Our compliance with Section 404 may require

us to continue to incur substantial expense and expend significant management efforts. If we are unable to comply with the requirements of Section 404 in a timely manner, or if we or our independent registered public accounting firm notes or identifies deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our Class A common stock could decline and we could be subject to sanctions or investigations by the Securities and Exchange Commission, or the SEC, or other regulatory authorities, which would require additional financial and management resources.

Our international operations subject us to potentially adverse tax consequences.

We generally conduct our international operations through wholly-owned subsidiaries and report our taxable income in various jurisdictions worldwide based upon our business operations in those jurisdictions. By the end of 2015, we intend to complete the reorganization of our corporate tax structure and intercompany relationships to more closely align our corporate organization with the expansion of our international business activities. Although we anticipate achieving a reduction in our overall effective tax rate in the future as a result of implementing the new corporate structure, our restructuring efforts will require us to incur expenses in the near term for which we may not realize any benefits.

Our intercompany relationships are, and after the implementation of our new corporate tax structure will continue to be, subject to complex transfer pricing regulations administered by taxing authorities in various jurisdictions. The relevant taxing authorities may disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a disagreement were to occur, and our position were not sustained, we could be required to pay additional taxes, interest and penalties, which could result in tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations. In addition, following the implementation of our new corporate tax structure, if the intended tax treatment of the structure is not accepted by the applicable taxing authorities, there are changes in tax law that negatively impact the structure or we do not operate our business consistent with the structure and applicable tax laws and regulations, we may fail to achieve any tax advantages as a result of the new corporate structure, and our future operating results and financial condition may be negatively impacted.

Current U.S. tax laws, including limitations on the ability of taxpayers to claim and utilize foreign tax credits and the deferral of certain tax deductions until earnings outside of the United States are repatriated to the United States, as well as changes to U.S. tax laws that may be enacted in the future, could impact the tax treatment of our foreign earnings. Due to expansion of our international business activities, any changes in the U.S. taxation of such activities may increase our worldwide effective tax rate and adversely affect our financial condition and operating results.

Failure to comply with governmental laws and regulations could harm our business.

Our business is subject to regulation by various federal, state, local and foreign governmental agencies, including agencies responsible for monitoring and enforcing employment and labor laws, workplace safety, product safety, environmental laws, consumer protection laws, anti-bribery laws, import/export controls, federal securities laws and tax laws and regulations. In certain jurisdictions, these regulatory requirements may be more stringent than in the United States. For example, the European Union has adopted certain directives to facilitate the recycling of electrical and electronic equipment sold in the European Union, including the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment directive and the Waste Electrical and Electronic Equipment directive. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, mandatory product recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties or injunctions. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, operating results and financial condition could be harmed. In addition, responding to any action will likely result in a significant diversion of management' s attention and resources and an increase in professional fees. Enforcement actions and sanctions could harm our business, operating results and financial condition.

Governmental regulations affecting the import or export of products could negatively affect our revenue.

The U.S. and various foreign governments have imposed controls, export license requirements and restrictions on the import or export of some technologies, especially encryption technology. From time to time, governmental agencies have proposed additional regulation of encryption technology, such as requiring the escrow of imports or exports. If we fail to obtain required import or export approval for our products, our international and domestic sales could be harmed and our revenue may be adversely affected. In many cases, we rely on vendors and channel partners to handle logistics associated with the import and export of our products, so our visibility and control over these matters may be limited. In addition, failure to comply with such regulations could result in penalties, costs and restrictions on export privileges, which could harm our business, operating results and financial condition.

Our business is subject to the risks of earthquakes and other natural catastrophic events, and to interruption by man-made factors such as computer viruses or terrorism.

We have operations in locations, including our headquarters in California, that are subject to earthquakes and other natural catastrophic events, such as severe weather and geological events, which could disrupt our operations or the operations of those customers and suppliers. Our customers affected by a natural disaster could postpone or cancel orders of our products, which could negatively impact our business. Moreover, should any of our key suppliers fail to deliver components to us as a result of a natural disaster, we may be unable to purchase these components in necessary quantities or may be forced to purchase components in the open market at significantly higher costs. We may also be forced to purchase components in advance of our normal supply chain demand to avoid potential market shortages. We may not have adequate business interruption insurance to compensate us for losses due to a significant natural disaster or due to man-made factors. In addition, acts of terrorism or malicious computer viruses could cause disruptions in our or our customers' businesses or the economy as a whole. To the extent that these disruptions result in delays or cancellations of customer orders or the deployment of our products, our business, operating results and financial condition could be harmed.

Risks Related to Our Common Stock

The dual class structure of our common stock has the effect of concentrating voting control with those stockholders who held our capital stock prior to the completion of this offering, including our executive officers, employees and directors and their affiliates, which will limit your ability to influence the outcome of important transactions, including a change in control.

Our Class B common stock has ten votes per share, and our Class A common stock, which is the stock we are selling in this offering, has one vote per share. Upon the closing of this offering, stockholders who hold shares of our Class B common stock, including our executive officers, employees and directors and their affiliates, will collectively hold approximately % of the voting power of our outstanding capital stock. Because of the ten-to-one voting ratio between our Class B common stock and Class A common stock, after the completion of this offering, the holders of our Class B common stock will collectively continue to control a majority of the combined voting power of our capital stock and therefore be able to control all matters submitted to our stockholders for approval so long as the shares of our Class B common stock represent at least % of all outstanding shares of our Class A common stock and Class B common stock. These holders of our Class B common stock may also have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentrated control may have the effect of delaying, preventing or deterring a change in control of our company, could deprive our stockholders of an opportunity to receive a premium for their capital stock as part of a sale of our company and might ultimately affect the market price of our Class A common stock.

Future transfers by holders of our Class B common stock will generally result in those shares converting into shares of our Class A common stock, subject to limited exceptions, such as certain transfers effected for

estate planning purposes. The conversion of shares of our Class B common stock into shares of our Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. If, for example, Dr. Dietzen and Messrs. Colgrove and Hatfield retain a significant portion of their holdings of our Class B common stock for an extended period of time, they could control a significant portion of the voting power of our capital stock for the foreseeable future. As board members, Dr. Dietzen and Mr. Colgrove each owe a fiduciary duty to our stockholders and must act in good faith and in a manner they reasonably believe to be in the best interests of our stockholders. However, as stockholders, Dr. Dietzen and Messrs. Colgrove and Hatfield are entitled to vote their shares in their own interests, which may not always be in the interests of our stockholders generally. For a description of the dual class structure, see the section titled "Description of Capital Stock."

Future sales of shares by existing stockholders could cause our stock price to decline.

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our Class A common stock in the public market after the lock-up and legal restrictions on resale discussed in this prospectus lapse, the trading price of our Class A common stock could decline. Based on shares outstanding as of April 30, 2015, upon the closing of this offering, we will have outstanding a total of shares of Class A common stock and 159,657,262 shares of Class B common stock, assuming no exercise of the underwriters' overallotment option and no exercise of outstanding options, after giving effect to the conversion of all outstanding shares of our preferred stock into shares of Class B common stock upon the closing of this offering. Of these shares, only the shares of Class A common stock sold in this offering will be freely tradable, without restriction, in the public market immediately after the offering. Each of our directors and officers and other holders of substantially all of our outstanding shares have entered into lock-up agreements with the underwriters that restrict their ability to sell or transfer their shares. The lock-up agreements pertaining to this offering will expire 180 days from the date of this prospectus. Our underwriters, however, may, in their sole discretion, waive the contractual lock-up prior to the expiration of the lock-up agreements. After the lock-up agreements expire, all 159,657,262 shares outstanding as April 30, 2015 will be eligible for sale in the public market, of which 109,815,640 shares are held by directors, executive officers and other affiliates and will be subject to volume limitations under Rule 144 under the Securities Act of 1933, as amended, or the Securities Act, and various vesting agreements. In addition, 59,227,741 shares of Class B common stock are subject to outstanding options as of April 30, 2015. These shares will become eligible for sale in the public market to the extent permitted by the provisions of various vesting agreements, the lock-up agreements and Rules 144 and 701 under the Securities Act. We intend to file a registration statement on Form S-8 under the Securities Act covering all of the shares of Class A and Class B common stock subject to options outstanding and reserved for issuance under our stock plans. This registration statement will become effective immediately upon filing, and shares covered by this registration statement will be eligible for sale in the public markets, subject to Rule 144 limitations applicable to affiliates and any lock-up agreements described above. If these additional shares are sold, or if it is perceived that they will be sold, in the public market, the trading price of our Class A common stock could decline.

There has been no prior market for our Class A common stock. An active market may not develop or be sustained and investors may not be able to resell their shares at or above the initial public offering price.

We have applied to list our Class A common stock on under the symbol "PSTG." However, we cannot assure you that an active trading market for our Class A common stock will develop on such exchange or elsewhere or, if developed, that any market will be sustained. We cannot predict the prices at which our Class A common stock will trade. The initial public offering price of our Class A common stock was determined by negotiations with the underwriters and may not bear any relationship to the market price at which our Class A common stock will trade after this offering or to any other established criteria of the value of our business.

The trading price of our Class A common stock may be highly volatile, and an active, liquid, and orderly market for our Class A common stock may not be sustained.

The trading price of our Class A common stock may be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. Some of the factors affecting our volatility may include:

price and volume fluctuations in the overall stock market from time to time;

significant volatility in the market price and trading volume of technology companies in general and of companies in our industry;

actual or anticipated changes in our results of operations or fluctuations in our operating results;

whether our operating results meet the expectations of securities analysts or investors;

actual or anticipated changes in the expectations of investors or securities analysts;

actual or anticipated developments in our competitors' businesses or the competitive landscape generally;

litigation involving us, our industry or both;

general economic conditions and trends;

major catastrophic events;

sales of large blocks of our stock; or

departures of key personnel.

The stock markets in general, and market prices for the securities of technology-based companies like ours in particular, have from time to time experienced volatility that often has been unrelated to the operating performance of the underlying companies. A certain degree of stock price volatility can be attributed to being a newly public company. These broad market and industry fluctuations may adversely affect the market price of our Class A common stock, regardless of our operating performance. In several recent situations where the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our stockholders were to bring a lawsuit against us, the defense and disposition of the lawsuit could be costly and divert the time and attention of our management and harm our business, operating results and financial condition.

Purchasers in this offering will experience immediate and substantial dilution in the tangible net book value of their investment.

The assumed initial public offering price of our Class A common stock is substantially higher than the net tangible book value per share of our Class A common stock immediately after this offering. Therefore, if you purchase our Class A common stock in this offering, you will incur an immediate dilution of $ in net tangible book value per share from the price you paid, based on the assumed initial public offering price of $ per share. In addition, new investors who purchase shares in this offering will have contributed approximately % of the total amount of equity capital raised by us through the date of this offering, but will only own approximately % of our outstanding shares. The exercise of outstanding options will result in further dilution. For a further description of the dilution that you will experience immediately after this offering, see the section titled "Dilution."

If securities analysts do not publish research or reports about our business, or if they downgrade our stock, the price of our stock could decline.

The trading market for our Class A common stock will likely be influenced by research and reports that securities or industry analysts publish about us or our business. In the event securities or industry analysts cover

our company and one or more of these analysts downgrade our stock or publish inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which could cause our stock price and trading volume to decline.

We have never paid dividends on our common stock and we do not anticipate paying any cash dividends in the foreseeable future.

We have never declared or paid any dividends on our common stock. We intend to retain any earnings to finance the operation and expansion of our business, and we do not anticipate paying any cash dividends in the future. As a result, you may only receive a return on your investment in our Class A common stock if the market price of our common stock increases.

We will continue to incur increased costs as a result of being a public company.

As a public company, we expect to incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, new rules implemented by the SEC and require changes in corporate governance practices of public companies. We expect these rules and regulations to continue to increase our legal and financial compliance costs and to make some activities more time-consuming and costly. We will continue to incur additional costs associated with our public company reporting requirements. We expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified people to serve on our board of directors or as executive officers.

We may invest or spend the proceeds of this offering in ways with which you may not agree or in ways which may not yield a return.

Our net proceeds from the sale of shares of our Class A common stock in this offering will be used for general corporate purposes, including working capital, operating expenses and capital expenditures. Additionally, we may use a portion of the net proceeds to acquire businesses, products, services or technologies. However, we do not have agreements or commitments for any specific material acquisitions at this time. Our management will have considerable discretion in the application of the net proceeds, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. Until the net proceeds are used, they may be placed in investments that do not produce significant income or that may lose value.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws and under Delaware law might discourage, delay or prevent a change of control of our company or changes in our management and, therefore, depress the trading price of our Class A common stock.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could depress the trading price of our Class A common stock by acting to discourage, delay or prevent a change of control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions:

- provide for a dual class common stock structure, so that certain stockholders will have significant influence over all matters requiring stockholder approval, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets and which could discourage others from initiating any potential merger, takeover or other change of control transaction that other stockholders may view as beneficial;
- establish a classified board of directors so that not all members of our board of directors are elected at one time;

authorize the issuance of "blank check" preferred stock that our board of directors could issue to increase the number of outstanding shares to discourage a takeover attempt;

prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders;

prohibit stockholders from calling a special meeting of our stockholders;

provide that the board of directors is expressly authorized to make, alter or repeal our bylaws; and

establish advance notice requirements for nominations for elections to our board of directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

Additionally, we are subject to Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder and which may discourage, delay, or prevent a change of control of our company.

Any provision of our amended and restated certificate of incorporation, bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our Class A common stock.

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. The choice of forum provision may limit a stockholder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. If a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business and financial condition.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations and financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by words such as "anticipate," "believe," "continue," "could," "design," "estimate," "expect," "intend," "may," "plan," "potentially," "predict," "project," "should," "will" or the negative of these terms or other similar expressions.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements are subject to a number of known and unknown risks, uncertainties and assumptions, including risks described in the section titled "Risk Factors." These risks are not exhaustive. Other sections of this prospectus include additional factors that could harm our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for our management to predict all risk factors nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ from those contained in, or implied by, any forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. We cannot assure you that the events and circumstances reflected in the forward-looking statements will be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus or to conform these statements to actual results or to changes in our expectations.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

INDUSTRY AND OTHER DATA

Unless otherwise indicated, information contained in this prospectus concerning our industry and the market in which we operate, including our general expectations and market position, market opportunity and market size, is based on information from various sources including the independent industry publications set forth below, and is subject to a number of assumptions and limitations. Although we are responsible for all of the disclosure contained in this prospectus and we believe the information from the industry publication and other third-party sources included in this prospectus is reliable, such information is inherently imprecise. The content of the below sources, except to the extent specifically set forth in this prospectus, do not constitute a portion of this prospectus and are not incorporated herein.

IDC *Worldwide Enterprise Storage Systems 2014-2018 Forecast Update* (May 2015)

IDC *Worldwide Semiannual Software Tracker 2014H1* (November 2014)

IDC *Worldwide All-Flash Array and Hybrid Flash Array 2014-2018 Forecast and 1H14 Vendor Shares* (November 2014)

The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled “Risk Factors” and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of shares of Class A common stock in this offering will be approximately $ million at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters exercise their over-allotment option in full, we estimate that the net proceeds will be approximately $ million after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share would increase or decrease, respectively, our net proceeds by $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase or decrease of 1,000,000 in the number of shares we are offering would increase or decrease, respectively, the net proceeds from this offering by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting underwriting discounts and commissions.

The principal purposes of this offering are to increase our capitalization and financial flexibility, increase our visibility in the marketplace and create a public market for our Class A common stock. As of the date of this prospectus, we cannot specify with certainty all of the particular uses for the net proceeds to us from this offering. However, we currently intend to use the net proceeds from this offering primarily for general corporate purposes, including expansion of our product development and sales and marketing organizations. We may also use a portion of the net proceeds from this offering for the acquisition of, or investment in, technologies, solutions or businesses that complement our business, although we have no commitments or agreements to enter into any such acquisitions or investments at this time. Accordingly, we will have broad discretion over the uses of the net proceeds from this offering. Pending these uses, we intend to invest the net proceeds from this offering in short-term, investment-grade interest-bearing securities such as money market funds, certificates of deposit, commercial paper and guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business and we do not anticipate paying any cash dividends in the foreseeable future. The terms of our outstanding loan and security agreement also restrict our ability to pay dividends, and we may also enter into credit agreements or other borrowing arrangements in the future that will restrict our ability to declare or pay cash dividends on our common stock. Any future determination related to dividend policy will be made at the discretion of our board of directors and will be dependent on a number of factors, including our earnings, capital requirements and overall financial conditions.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of April 30, 2015 on:

an actual basis;

a pro forma basis, to reflect (i) the conversion of all outstanding shares of preferred stock into 122,280,679 shares of Class B common stock upon the closing of this offering and (ii) the filing and effectiveness of our amended and restated certificate of incorporation; and

a pro forma as adjusted basis, to give further effect to the sale by us of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

You should read this information together with our consolidated financial statements and related notes appearing elsewhere in this prospectus and the sections titled "Selected Consolidated Financial Data" and "Management' s Discussion and Analysis of Financial Condition and Results of Operations."

	As of April 30, 2015		
	Actual	Pro Forma	Pro Forma As Adjusted(1)
	(in thousands, except share and per share data)		
Cash and cash equivalents	$173,226	$173,226	$
Convertible preferred stock, $0.0001 par value: 123,879,952 shares authorized, 122,280,679 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	$543,940	$–	$ –
Stockholders' (deficit) equity:			
Preferred stock, $0.0001 par value: no shares authorized, issued and outstanding, actual; shares authorized, issued and outstanding, pro forma and pro forma as adjusted	–	–	
Class A common stock, $0.0001 par value: 1,000 shares authorized, no shares issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted	–	–	
Class B common stock, $0.0001 par value: 252,811,295 shares authorized, 37,376,583 shares issued and outstanding, actual; shares authorized, 159,657,262 shares issued and outstanding, pro forma; shares authorized, 159,657,262 shares issued and outstanding, pro forma as adjusted	4	16	
Additional paid-in capital	52,729	596,657	
Accumulated deficit	(390,703)	(390,703)	
Total stockholders' (deficit) equity	(337,970)	205,970	
Total capitalization	$205,970	$205,970	$

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease, respectively, the amount of cash and cash equivalents, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase or

decrease of 1,000,000 in the number of shares we are offering would increase or decrease, respectively, the amount of cash and cash equivalents, stockholders' (deficit) equity and total capitalization by approximately $ million, assuming the assumed initial public offering price per share remains the same, and after deducting underwriting discounts and commissions. The pro forma as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price and other terms of this offering determined at pricing.

The table above excludes the following shares:

59,227,741 shares of Class B common stock issuable upon the exercise of outstanding stock options as of April 30, 2015 under our 2009 Equity Incentive Plan with a weighted-average exercise price of $4.15 per share;

16,202,962 shares of Class B common stock reserved for future issuance under our 2009 Equity Incentive Plan, which shares will cease to be available for issuance at the time our 2015 Equity Incentive Plan becomes effective in connection with this offering;

shares of Class B common stock that we intend to issue in August 2015 to the Pure Good Foundation;

shares of Class A common stock reserved for future issuance under our 2015 Equity Incentive Plan, as well as any automatic increases in the number of shares of Class A common stock reserved for future issuance under this plan, which will become effective upon the execution of the underwriting agreement for this offering; and

shares of Class A common stock reserved for future issuance under our 2015 Employee Stock Purchase Plan, as well as any automatic increases in the number of shares of Class A common stock reserved for future issuance under this plan, which will become effective upon the execution of the underwriting agreement for this offering.

DILUTION

If you invest in our Class A common stock in this offering, your interest will be diluted to the extent of the difference between the initial public offering price per share of our Class A common stock and the pro forma as adjusted net tangible book value per share of our common stock immediately after the closing of this offering.

Our pro forma net tangible book value of our common stock as of April 30, 2015 was $198.0 million, or $1.24 per share, based on the total number of shares of our common stock outstanding as of April 30, 2015. Pro forma net tangible book value per share represents our total tangible assets less our total liabilities, divided by the number of outstanding shares of Class A and Class B common stock, after giving effect to the conversion of all outstanding shares of preferred stock into 122,280,679 shares of Class B common stock immediately upon the closing of this offering.

After giving effect to the receipt of the net proceeds from our sale of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of April 30, 2015, would have been $ million, or $ per share. This represents an immediate increase in pro forma as adjusted net tangible book value of $ per share to our existing stockholders and an immediate dilution of $ per share to investors purchasing Class A common stock in this offering.

The following table illustrates this dilution on a per share basis to new investors:

Assumed initial public offering price per share		$
Pro forma net tangible book value per share as of April 30, 2015	$	
Increase in pro forma net tangible book value per share attributable to new investors in this offering		
Pro forma as adjusted net tangible book value per share after this offering		
Dilution in net tangible book value per share to new investors in this offering		$

Each $1.00 increase (decrease) in the assumed initial public offering price of $ would increase (decrease) our pro forma as adjusted net tangible book value per share after this offering by $ per share and the dilution to new investors by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of Class A common stock offered by us would increase (decrease) the pro forma as adjusted net tangible book value by $ per share and the dilution to new investors by $ per share, assuming the assumed initial public offering price remains the same and after deducting underwriting discounts and commissions.

If the underwriters' option to purchase additional shares to cover over-allotments is exercised in full, the pro forma as adjusted net tangible book value per share after giving effect to this offering would be $ per share, representing an immediate increase to existing stockholders of $ per share, and immediate dilution to new investors in this offering of $ per share.

The following table summarizes, as of April 30, 2015, on the pro forma as adjusted basis described above:

- the total number of shares of Class A common stock purchased from us by our existing stockholders and by new investors purchasing shares in this offering;
- the total consideration paid to us by our existing stockholders and by new investors purchasing Class A common stock in this offering, assuming an initial public offering price of $ per share, which is

the midpoint of the price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses payable by us in connection with this offering; and

the average price per share paid by existing stockholders and by new investors purchasing shares in this offering.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders	159,657,262	%	$	%	$
New investors					
Total		100.0%	$	100.0%	

The total number of shares of our common stock reflected in the discussion and tables above is based on no shares of Class A common stock and 159,657,262 shares of Class B common stock outstanding, as of April 30, 2015, and excludes:

59,227,741 shares of Class B common stock issuable upon the exercise of outstanding stock options as of April 30, 2015 under our 2009 Equity Incentive Plan with a weighted-average exercise price of $4.15 per share;

16,202,962 shares of Class B common stock reserved for future issuance under our 2009 Equity Incentive Plan, which shares will cease to be available for issuance at the time our 2015 Equity Incentive Plan becomes effective in connection with this offering;

shares of Class B common stock that we intend to issue in August 2015 to the Pure Good Foundation;

shares of Class A common stock reserved for future issuance under our 2015 Equity Incentive Plan, as well as any automatic increases in the number of shares of Class A common stock reserved for future issuance under this plan, which we plan to adopt in connection with this offering and will become effective upon the signing of the underwriting agreement for this offering; and

shares of Class A common stock reserved for future issuance under our 2015 Employee Stock Purchase Plan, as well as any automatic increases in the number of shares of Class A common stock reserved for future issuance under this plan, which will become effective upon the execution of the underwriting agreement for this offering.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) total consideration paid by new investors by $ million and increase (decrease) the total consideration paid to us by new investors by %, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

To the extent that any outstanding options are exercised, new options are issued under our stock-based compensation plans or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. If all outstanding options under our 2009 Equity Incentive Plan as of April 30, 2015 were exercised, then our existing stockholders, including the holders of these options, would own % and our new investors would own % of the total number of shares of common stock outstanding upon the closing of this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated statements of operations data for the fiscal years ended January 31, 2014 and 2015 and the consolidated balance sheet data as of January 31, 2014 and 2015 are derived from our audited consolidated financial statements included elsewhere in this prospectus. The selected consolidated statements of operations data for the fiscal year ended January 31, 2013 and the consolidated balance sheet data as of January 31, 2013 are derived from our unaudited consolidated financial statements not included in this prospectus. The selected consolidated statements of operations data for the three months ended April 30, 2014 and 2015 and the consolidated balance sheet data as of April 30, 2015 are derived from our unaudited consolidated financial statements included elsewhere in this prospectus. The unaudited consolidated financial statements were prepared on a basis consistent with our audited financial statements. Our historical results are not necessarily indicative of the results that may be expected in any future period and our results for the three months ended April 30, 2015 are not necessarily indicative of the results that may be expected for the full fiscal year. The selected consolidated financial data below should be read in conjunction with the section entitled "Management' s Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Fiscal Year Ended January 31,			Three Months Ended April 30,	
	2013	2014	2015	2014	2015
	(in thousands, except per share data)				
Consolidated Statements of Operations Data:					
Revenue:					
Product	$5,474	$39,228	$154,836	$22,166	$63,618
Support	603	3,505	19,615	2,482	10,459
Total revenue	6,077	42,733	174,451	24,648	74,077
Cost of revenue:					
Product	3,605	19,974	63,425	9,793	22,712
Support	709	4,155	14,127	1,795	6,924
Total cost of revenue(1)	4,314	24,129	77,552	11,588	29,636
Gross profit	1,763	18,604	96,899	13,060	44,441
Operating expenses:					
Research and development(1)	12,383	36,081	92,707	12,807	31,682
Sales and marketing(1)	10,727	54,750	152,320	25,115	48,327
General and administrative(1)	2,017	5,902	32,354	4,925	12,692
Total operating expenses	25,127	96,733	277,381	42,847	92,701
Loss from operations	(23,364)	(78,129)	(180,482)	(29,787)	(48,260)
Other income (expense), net	(6)	(141)	(1,412)	(122)	(703)
Loss before provision for income taxes	(23,370)	(78,270)	(181,894)	(29,909)	(48,963)
Provision for income taxes	2	291	1,337	139	157
Net loss	$ (23,372)	$ (78,561)	$ (183,231)	$ (30,048)	$ (49,120)
Net loss per share attributable to common stockholders, basic and diluted(2)	$(1.28)	$(3.24)	$(6.56)	$(1.17)	$(1.51)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted(2)	18,239	24,237	27,925	25,662	32,605
Pro forma net loss per share attributable to common stockholders, basic and diluted(2)			$(1.26)		$(0.32)
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted(2)			145,719		154,886

(1) Includes stock-based compensation expense as follows:

	Fiscal Year Ended January 31,			Three Months Ended April 30,	
	2013	2014	2015	2014	2015
			(in thousands)		
Cost of revenue	$66	$569	$1,576	$159	$389
Research and development	752	11,477	22,512	2,432	3,625
Sales and marketing	342	9,014	22,466	1,436	3,444
General and administrative	256	506	6,479	424	1,401
Total stock-based compensation expense	$1,416	$21,566	$53,033	$4,451	$8,859

Stock-based compensation expense for the fiscal years ended January 31, 2014 and 2015 included $13.3 million and $27.6 million of cash paid for the repurchase of common stock in excess of fair value.

(2) See Note 10 to our consolidated financial statements for an explanation of the method used to calculate our actual and pro forma basic and diluted net loss per share attributable to common stockholders and the weighted-average number of shares used in the computation of the per share amounts.

	As of January 31,			As of April 30,
	2013	2014	2015	2015
		(in thousands)		
Consolidated Balance Sheet Data:				
Cash and cash equivalents	$50,120	$130,885	$192,707	$173,226
Working capital	52,621	134,779	218,533	188,537
Total assets	61,600	185,004	361,819	345,418
Deferred revenue, current and noncurrent portion	1,686	16,827	73,669	95,867
Convertible preferred stock	95,137	262,970	543,940	543,940
Total stockholders' deficit	(39,150)	(116,087)	(299,830)	(337,970)

MANAGEMENT' S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the section titled "Selected Consolidated Financial Data" and our consolidated financial statements and related notes included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to such differences include, but are not limited to, those identified below and those discussed in the section titled "Risk Factors" included elsewhere in this prospectus. Our fiscal year end is January 31.

Overview

Our mission is to deliver data storage that transforms business through a dramatic increase in performance and reduction in complexity and costs. Our innovative technology replaces storage systems designed for mechanical disk with all-flash systems optimized end-to-end for solid-state memory. At the same time, our innovative business model replaces the traditional forklift upgrade cycle with an *evergreen storage* model of hardware and software upgrades and maintenance.

Our next-generation storage platform and business model are the result of our team' s substantial experience in enterprise storage and web-scale infrastructure, as well as frustration with the industry' s status quo. Our platform can deliver a 10X acceleration in business applications over legacy disk-based storage. It is also designed to be compatible with existing infrastructure, substantially more reliable and power and space efficient.

Our business model builds on our technology innovations to reverse the traditional storage business model. Instead of moving data between old and new systems via forklift upgrades, we keep business data and applications in place and upgrade technology around it. Our platform and business model are designed to add value to customers for a decade or more, reducing total cost of storage ownership while increasing loyalty.

We were incorporated in 2009 with a vision to define the next generation of enterprise storage by pioneering the all-flash array category and innovating a customer-centric business model. We deliver our three-part integrated platform as the *Purity Operating Environment*, our flash-optimized software, *FlashArray*, our modular and scalable all-flash array hardware, and *Pure1*, our cloud-based management and support. Since inception we have consistently expanded our technology and business model:

In 2012, we launched our first *FlashArray* and established our All Software Included model, which entitles customers to all *Purity Operating Environment* functionality in the base purchase price of a *FlashArray*.

In 2013, we released *Purity* 3.0, which included writable snapshots and introduced our Love Your Storage Guarantee, a 30-day return guarantee program.

In 2014, we expanded our product family to address a broader series of customer requirements and workloads, and released *Purity* 4.0, which included replication. We also launched our *Forever Flash* program to provide ongoing hardware upgrades as part of our maintenance and support agreements.

In 2015, we launched *FlashArray//m* and *Pure1*, our next-generation all-flash array hardware and cloud-based management and support, respectively.

Since launching *FlashArray* in May 2012, our customer base has grown to over 1,100 customers. Our customers include large and mid-size organizations across a diverse set of industry verticals, including cloud-based software and service providers, consumer web, education, energy, financial services, governments, healthcare, manufacturing, media, retail and telecommunications. We define a customer as an end user that purchases our products and services either from one of our channel partners or from us directly. No customer represented over 10% of revenue for the fiscal years ended January 31, 2014 and 2015, and the three months ended April 30, 2014 and 2015.

We have experienced significant growth, with revenue increasing from $6.1 million for the fiscal year ended January 31, 2013 to $42.7 million for the fiscal year ended January 31, 2014 and to $174.5 million for the fiscal year ended January 31, 2015, representing year-over-year revenue growth of 603% and 308% for our two most recent fiscal years. Our revenue increased from $24.6 million for the three months ended April 30, 2014 to $74.1 million for the three months ended April 30, 2015, representing period-over-period growth of 201% for our most recent interim period. Our net loss was $23.4 million, $78.6 million, $183.2 million, $30.0 million and $49.1 million for the fiscal years ended January 31, 2013, 2014 and 2015, and the three months ended April 30, 2014 and 2015, respectively.

Since our founding, we have invested heavily in growing our business. Our headcount increased from approximately 100 employees as of January 31, 2013 to over 350 employees as of January 31, 2014 to over 800 employees as of January 31, 2015 and to over 1,100 employees as of July 31, 2015. We intend to continue to invest in our research and development organization to extend our technology leadership, enhance the functionality of our existing storage platform and introduce new products. By investing in research and development, we believe we will be well positioned to continue our rapid growth and take advantage of our large market opportunity. Our investments in research and development may result in enhancements or products that may not achieve adequate levels of market adoption, are more expensive to develop than anticipated, may take longer to generate revenue or may generate less revenue than we anticipate. We expect that our results of operations and cash flows will be impacted by the timing, size and level of success of these product development investments.

We also intend to continue to invest and expand our sales and marketing functions and channel programs, including expanding our global network of channel partners and carrying out associated marketing activities in key geographies. By investing in sales and technical training, demand generation and partner programs, we believe we can enable many of our partners to independently identify, qualify, sell and upgrade customers, with limited involvement from us. However, if we fail to effectively identify, train and manage our channel partners and to monitor their sales activity, as well as the customer support and services being provided to our customers in their local markets, our business, operating results, financial condition and cash flows could be harmed.

In addition, we intend to expand and continue to invest in our international operations, which we believe will be an important factor in our continued growth. However, even though our revenue generated from customers outside of the United States was 23% of our total revenue for the fiscal year ended January 31, 2015, our international operations are relatively new and we have limited experience operating in foreign jurisdictions. Our inexperience in operating our business outside of the United States increases the risk that our international expansion efforts may not be successful.

As a result of our strategy to increase our investments in research and development, sales, marketing, support and international expansion, we expect to continue to incur operating losses and negative cash flows from operations at least in the near future and may require additional capital resources to execute strategic initiatives to grow our business.

Our Business Model

Currently, we sell our platform predominantly through a high touch, channel-fulfilled model. Our global sales force works collaboratively with our channel partners. Our channel partners typically place orders with us upon receiving an order from a customer and do not stock inventory. Our sales organization is supported by systems engineers with deep technical expertise and responsibility for pre-sales technical support and engineering for our customers. We support our channel partners through product education and sales and support training. We intend to continue to invest in the channel to add more partners and to expand our reach to customers through our channel partners' relationships. No channel partner represented over 10% of revenue for the fiscal years ended January 31, 2014 and 2015, and the three months ended April 30, 2014 and 2015.

Our business model enables customers to broadly adopt flash for a wide variety of workloads in their datacenter, with some of our most innovative customers adopting all-flash datacenters. We do not charge separately for software, meaning that when a customer buys a *FlashArray*, all software functionality of the *Purity*

Operating Environment is included in the base purchase price, and the customer is entitled to updates and new features as long as the customer maintains an active maintenance and support agreement. Product revenue is recognized at the time title and risk of loss have transferred. Support revenue is recognized ratably over the term of the related maintenance and support agreement, generally ranging from 1 to 3 years. By keeping our business model simple and efficient, we allow customers to buy more products and expand their footprint more easily while allowing us to reduce our sales and marketing costs.

To deliver on the next level of operational simplicity and support excellence, we designed *Pure1*, our integrated cloud-based management and support. *Pure1* enables our customers, support staff and partners to collaborate to achieve the best customer experience and is included with an active maintenance and support agreement. In addition, our *Forever Flash* program provides our customers who continually maintain active maintenance and support for three years with an included controller refresh with each additional three year maintenance and support renewal. In this way, our customers improve and extend the service life of their arrays, we reduce our cost of support by keeping the array modern and we encourage capacity expansion. In accordance with multiple-element arrangement accounting guidance, we recognize the allocated revenue of the controllers and expense the related cost in the period in which we ship these controllers.

The combination of our high-performance, all-flash products, our exceptional support and our innovative business model has had a substantial impact on customer success and loyalty and are strong drivers of both initial purchase and additional purchases of our products. As of January 31, 2015, more than half of our customers had made additional purchases within 12 months of their initial purchase. For all customers that have been with us for at least 12 months as of January 31, 2015, for every $1 of initial product purchase, our top 25 customers on average spent $4 on new product purchases in the next 12 months following their initial purchase. Across all customers that have been with us for at least 12 months as of January 31, 2015, our customers on average spent greater than $1 on new product purchases in the next 12 months for every $1 of initial purchase.

Factors Affecting Our Performance

Adoption of All-Flash Storage Systems

Organizations are increasingly replacing traditional disk-based systems with all-flash storage systems to achieve the performance they need. Our success depends on the adoption of all-flash storage systems in IT infrastructures. Although flash is expected to penetrate the datacenter at a rapid rate, a lack of demand for all-flash storage systems for any reason, including technological challenges associated with the use of all-flash memory, the cost or availability of all-flash memory or the adoption of competing technologies and products, would adversely affect our growth prospects. To the extent more organizations recognize the benefits of all-flash memory in datacenter storage systems and as the adoption of all-flash memory storage technology increases, our target customer base will expand. Our business and results of operations will be significantly affected by the speed with which organizations implement all-flash storage systems.

Adding New Customers and Expanding Sales to Our Existing Customer Base

We believe that the all-flash storage market is still in the early stages of adoption. We intend to target new customers by continuing to invest in our field sales force and extending our relationships with channel partners. We also intend to continue to target large customers including enterprises, service providers and government organizations who have yet to adopt all-flash storage throughout their IT environment. A typical initial order involves educating prospective customers about the technical merits and capabilities and potential cost savings of our products as compared to our competitors' products. We believe that customer references have been, and will continue to be, an important factor in winning new business. The average size of arrays deployed by our customers has increased over time. We expect this trend to continue and that a substantial portion of our future sales will be sales to existing customers, including expansion of their arrays. We sell additional products and services to our customers as the data within their existing application deployments naturally grows and they migrate additional applications to our all-flash storage platform. Our business and results of operations will depend on our ability to continue to add new customers and sell additional products to our growing base of customers.

Leveraging Channel Partners

We sell our products predominantly through a channel-fulfilled model. Our sales force supports our channel partners and is responsible for large account penetration, global account coordination and overall market development. Our channel partners help market and sell our products, typically with assistance from our sales force. This joint sales approach provides us with the benefit of direct relationships with substantially all of our customers and expands our reach through the relationships of our channel partners. We intend to continue to expand our partner relationships to further extend our distribution coverage and to invest in education, training and programs to increase the ability of our channel partners to sell our products independently. Our business and results of operations will be materially affected by our success in leveraging our channel partners.

Investing in Research and Development for Growth

Our future performance will also depend on our ability to continue to innovate, improve functionality in our products and adapt to new technologies or changes to existing technologies. We intend to continue to invest for long-term growth. Accordingly, we expect to continue to invest heavily in our product development efforts, including software development in the *Purity Operating Environment* and *Pure1* to further expand the capabilities and performance of our storage platform, hardware development in our *FlashArray* and future hardware platforms, and to introduce new products including new releases and upgrades to our software and hardware. We expect that our results of operations will be impacted by the timing, size and level of success of these product development investments.

Components of Results of Operations

Revenue

We derive revenue from the sale of our storage products and support services. Provided that all other revenue recognition criteria have been met, we typically recognize product revenue upon shipment, as title and risk of loss are transferred to our channel partners at that time. Products are typically shipped directly by us to customers, and our channel partners do not stock our inventory. We expect our product revenue may vary from period to period based on, among other things, the timing and size of orders and delivery of products and the impact of significant transactions.

We provide our support services pursuant to maintenance and support agreements, which involve customer support, hardware maintenance and software upgrades for a period of generally 1 to 3 years. We recognize revenue from maintenance and support agreements over the contractual service period. We expect our support revenue to increase as we add new customers and our existing customers renew maintenance and support agreements.

Cost of Revenue

Cost of product revenue primarily consists of costs paid to our third-party contract manufacturers, which includes the costs of our components, and personnel costs associated with our manufacturing operations. Personnel costs consist of salaries, bonuses and stock-based compensation. Our cost of product revenue also includes freight, allocated overhead costs and inventory write-offs. Allocated overhead costs consist of certain facilities and IT costs. We expect our cost of product revenue to increase in absolute dollars as our product revenue increases.

Cost of support revenue includes personnel costs associated with our customer support organization and allocated overhead costs. Cost of support revenue also includes parts replacement costs. We expect our cost of support revenue to increase in absolute dollars as our support revenue increases.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing and general and administrative expenses. Salaries and personnel-related costs are the most significant component of each category of operating expenses. Operating expenses also include allocated overhead costs for facilities and IT costs.

Research and Development. Research and development expense consists primarily of employee compensation and related expenses, prototype expenses, depreciation associated with assets acquired for research and development, third-party engineering and contractor support costs, as well as allocated overhead. We expect our research and development expense to increase in absolute dollars, as we continue to invest in new products and existing products and build upon our technology leadership.

Sales and Marketing. Sales and marketing expense consists primarily of employee compensation and related expenses, sales commissions, marketing programs, travel and entertainment expenses, as well as allocated overhead. Marketing programs consist of advertising, events, corporate communications and brand-building activities. We expect our sales and marketing expense to increase in absolute dollars over time as we expand our sales force and increase our marketing resources, expand into new markets and further develop our channel program.

General and Administrative. General and administrative expense consists primarily of compensation and related expenses for administrative functions including finance, legal, human resources and fees for third-party professional services, as well as allocated overhead. We expect our general and administrative expense to increase in absolute dollars as we incur additional costs related to operating as a publicly-traded company and continue to invest in the growth of our business.

Other Income (Expense), Net

Other income (expense), net consists primarily of gains and losses from foreign currency transactions and other income (expense).

Provision for Income Taxes

Provision for income taxes consists primarily of income taxes in certain foreign jurisdictions in which we conduct business and state income taxes in the United States. We have recorded no U.S. federal income tax and have deferred tax assets for which we provide a full valuation allowance for U.S. deferred tax assets, which includes net operating loss, or NOL, carryforwards and tax credits related primarily to research and development. We expect to maintain this full valuation allowance for the foreseeable future as it is more likely than not that the assets will not be realized based on our history of losses.

Results of Operations

The following tables set forth our results of operations for the periods presented in dollars and as a percentage of our revenue:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
	(in thousands)			
Consolidated Statements of Operations Data:				
Revenue:				
Product	$39,228	$154,836	$22,166	$63,618
Support	3,505	19,615	2,482	10,459
Total revenue	42,733	174,451	24,648	74,077
Cost of revenue:				
Product	19,974	63,425	9,793	22,712
Support	4,155	14,127	1,795	6,924
Total cost of revenue(1)	24,129	77,552	11,588	29,636
Gross profit	18,604	96,899	13,060	44,441
Operating expenses:				
Research and development(1)	36,081	92,707	12,807	31,682
Sales and marketing(1)	54,750	152,320	25,115	48,327
General and administrative(1)	5,902	32,354	4,925	12,692
Total operating expenses	96,733	277,381	42,847	92,701
Loss from operations	(78,129)	(180,482)	(29,787)	(48,260)
Other income (expense), net	(141)	(1,412)	(122)	(703)
Loss before provision for income taxes	(78,270)	(181,894)	(29,909)	(48,963)
Provision for income taxes	291	1,337	139	157
Net loss	$(78,561)	$(183,231)	$(30,048)	$(49,120)

(1) Includes stock-based compensation expense as follows:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
	(in thousands)			
Cost of revenue	$569	$1,576	$ 159	$ 389
Research and development	11,477	22,512	2,432	3,625
Sales and marketing	9,014	22,466	1,436	3,444
General and administrative	506	6,479	424	1,401
Total stock-based compensation expense	$21,566	$53,033	$ 4,451	$ 8,859

Stock-based compensation expense for the fiscal years ended January 31, 2014 and 2015 included $13.3 million and $27.6 million of cash paid for the repurchase of common stock in excess of fair value.

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
Percentage of Revenue Data:				
Revenue:				
Product	92%	89%	90%	86%
Support	8	11	10	14
Total revenue	100	100	100	100
Cost of revenue:				
Product	47	36	40	31
Support	10	8	7	9
Total cost of revenue	57	44	47	40
Gross profit	43	56	53	60
Operating expenses:				
Research and development	84	53	52	43
Sales and marketing	128	87	102	65
General and administrative	14	19	20	17
Total operating expenses	226	159	174	125
Loss from operations	(183)	(103)	(121)	(65)
Other income (expense), net	–	(1)	–	(1)
Loss before provision for income taxes	(183)	(104)	(121)	(66)
Provision for income taxes	1	1	1	–
Net loss	(184)%	(105)%	(122)%	(66)%

Comparison of the Three Months Ended April 30, 2014 and 2015

Revenue

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Product revenue	$22,166	$63,618	$41,452	187%
Support revenue	2,482	10,459	7,977	321
Total revenue	$24,648	$74,077	$49,429	201

Total revenue increased by $49.4 million, or 201%, during the three months ended April 30, 2015 compared to the three months ended April 30, 2014. The increase in product revenue was driven by higher sales to a growing number of customers. The number of customers grew from over 300 as of April 30, 2014 to approximately 900 as of April 30, 2015. The increase in support revenue was driven primarily by an increase in maintenance and support agreements sold with increased product sales.

Cost of Revenue and Gross Margin

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Product cost of revenue	$9,793	$22,712	$12,919	132%
Support cost of revenue	1,795	6,924	5,129	286
Total cost of revenue	$11,588	$29,636	$18,048	156
Product gross margin	56 %	64 %		
Support gross margin	28 %	34 %		
Total gross margin	53 %	60 %		

Cost of revenue increased by $18.0 million, or 156%, for the three months ended April 30, 2015 compared to the three months ended April 30, 2014. The increase in product cost of revenue was primarily driven by increased product sales and, to a lesser extent, by the increased costs in our manufacturing operations, including increased personnel costs associated with increased headcount. The increase in support cost of revenue was primarily attributable to higher costs in our customer support organization primarily driven by personnel costs associated with increased headcount and an increase in parts replacement in support of our maintenance and support agreements. Total headcount in these functions increased 179% from April 30, 2014 to April 30, 2015.

Total gross margin increased from 53% during the three months ended April 30, 2014 to 60% during the three months ended April 30, 2015. Product gross margin increased 8 points from the three months ended April 30, 2014 to the three months ended April 30, 2015, primarily driven by higher sales volume and lower average component costs. Support gross margin increased 6 points from the three months ended April 30, 2014 to the three months ended April 30, 2015 primarily due to increased recognition of deferred support revenue resulting from the increase in our customer base as well as operational efficiencies.

Operating Expenses

Research and Development

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Research and development	$12,807	$31,682	$18,875	147%

Research and development expense increased by $18.9 million, or 147%, during the three months ended April 30, 2015 compared to the three months ended April 30, 2014, as we continued to develop new and enhanced product offerings. The increase was primarily driven by an increase of $10.0 million in employee and related costs, including an increase of $1.2 million in stock-based compensation expense, as we increased our headcount by 144% from April 30, 2014 to April 30, 2015. The remainder of the increase was primarily attributable to $3.8 million in prototype expenses, $2.7 million in depreciation expense on test equipment and $1.2 million in professional services.

Sales and Marketing

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Sales and marketing	$25,115	$48,327	$23,212	92%

Sales and marketing expense increased by $23.2 million, or 92%, during the three months ended April 30, 2015 compared to the three months ended April 30, 2014, as we grew our sales force and expanded our geographic footprint. The increase was primarily driven by an increase of $16.1 million in employee and related costs, including an increase of $3.6 million in commission expense and an increase of $2.0 million in stock-based compensation expense, as we increased our headcount by 85% from April 30, 2014 to April 30, 2015. The remainder of the increase was primarily attributable to $2.2 million in marketing programs, $1.9 million in professional services, $1.6 million in travel and entertainment expense and $1.1 million in allocated overhead costs for facilities.

General and Administrative

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
General and administrative	$4,925	$12,692	$7,767	158%

General and administrative expense increased by $7.8 million, or 158%, during the three months ended April 30, 2015 compared to the three months ended April 30, 2014. The increase was primarily due to an increase of $2.6 million in employee and related costs, including an increase of $1.0 million in stock-based compensation expense, as we increased our headcount by 179% from April 30, 2014 to April 30, 2015. Additionally, legal, consulting, accounting and audit fees increased by $4.7 million as we expanded internationally and prepared to become a public company.

In August 2015, we intend to issue shares of Class B common stock to the Pure Good Foundation. As a result, we expect to incur a non-cash general and administrative expense of approximately $ million in the quarter ending October 31, 2015.

Other Income (Expense), Net

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Other income (expense), net	$ (122)	$ (703)	$(581)	476%

Other income (expense), net increased during the three months ended April 30, 2015 compared to the three months ended April 30, 2014 primarily due to an increase in foreign currency transactions and related expenses.

Provision for Income Taxes

	Three Months Ended April 30,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Provision for income taxes	$ 139	$ 157	$18	13%

The provision for income taxes increased during the three months ended April 30, 2015 compared to the three months ended April 30, 2014 primarily due to an increase in foreign taxes as we continued our global expansion.

Comparison of the Fiscal Years Ended January 31, 2014 and 2015

Revenue

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Product revenue	$39,228	$154,836	$115,608	295%
Support revenue	3,505	19,615	16,110	460
Total revenue	$42,733	$174,451	$131,718	308

Total revenue increased by $131.7 million, or 308%, during the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014. The increase in product revenue was driven by higher sales to a growing number of customers. The number of customers grew from approximately 200 as of January 31, 2014 to over 700 as of January 31, 2015. The increase in support revenue was driven primarily by an increase in maintenance and support agreements sold with higher product sales, as well as the full year revenue impact from such agreements sold in the previous year.

Cost of Revenue and Gross Margin

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Product cost of revenue	$19,974	$63,425	$43,451	218%
Support cost of revenue	4,155	14,127	9,972	240
Total cost of revenue	$24,129	$77,552	$53,423	221

Product gross margin	49 %	59 %
Support gross margin	(19)%	28 %
Total gross margin	43 %	56 %

Cost of revenue increased by $53.4 million, or 221%, for the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014. The increase in product cost of revenue was primarily driven by increased product sales and, to a lesser extent, by the increased costs in our manufacturing operations, including increased personnel costs associated with increased headcount. The increase in support cost of revenue was primarily attributable to higher costs in our customer support organization primarily driven by personnel costs associated with increased headcount and an increase in parts replacement in support of our maintenance and support agreements. Total headcount in these functions increased 176% from January 31, 2014 to January 31, 2015.

Total gross margin increased from 43% during the fiscal year ended January 31, 2014 to 56% during the fiscal year ended January 31, 2015. Product gross margin increased 10 points from the fiscal year ended January 31, 2014 to the fiscal year ended January 31, 2015, primarily driven by higher sales volume and lower average component costs. Support gross margin increased 47 points from the fiscal year ended January 31, 2014 to the fiscal year ended January 31, 2015 primarily due to increased recognition of deferred support revenue resulting from the increase in our customer base as well as operational efficiencies.

Operating Expenses

Research and Development

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Research and development	$36,081	$92,707	$56,626	157%

Research and development expense increased by $56.6 million, or 157%, during the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014, as we continued to develop new and enhanced product offerings. The increase was primarily driven by an increase of $33.0 million in employee and related costs, including an increase of $11.0 million in stock-based compensation expense, as we increased our headcount by 115% from January 31, 2014 to January 31, 2015. The remainder of the increase was primarily attributable to $9.7 million in prototype expenses, $6.6 million in depreciation expense on test equipment and $3.6 million in professional services.

Sales and Marketing

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Sales and marketing	$54,750	$152,320	$97,570	178%

Sales and marketing expense increased by $97.6 million, or 178%, during the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014, as we grew our sales force and expanded our geographic footprint. The increase was primarily driven by an increase of $69.5 million in employee and related costs, including an increase of $16.7 million in commission expense and an increase of $13.5 million in stock-based compensation expense, as we increased our headcount by 115% from January 31, 2014 to January 31, 2015. The remainder of the increase was primarily attributable to $10.6 million in marketing programs, $6.2 million in travel and entertainment expense, $6.2 million in allocated overhead costs for facilities and $3.3 million in professional services.

General and Administrative

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
General and administrative	$5,902	$32,354	$26,452	448%

General and administrative expense increased by $26.5 million, or 448%, during the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014. The increase was primarily due to an increase of $12.2 million in employee and related costs, including an increase of $6.0 million in stock-based compensation expense, as we increased our headcount by 188% from January 31, 2014 to January 31, 2015. Additionally, legal, consulting, accounting and audit fees increased by $9.7 million as we expanded internationally and prepared to become a public company. The remainder of the increase was primarily attributable to an increase of $2.9 million in allocated overhead costs for facilities.

Other Income (Expense), Net

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Other income (expense), net	$ (141)	$(1,412)	$(1,271)	901%

Other income (expense), net increased during the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014 primarily due to an increase in foreign currency transactions and related expenses.

Provision for Income Taxes

	Fiscal Year Ended January 31,		Change	
	2014	2015	$	%
	(dollars in thousands)			
Provision for income taxes	$291	$1,337	$1,046	359%

The provision for income taxes increased during the fiscal year ended January 31, 2015 compared to the fiscal year ended January 31, 2014 primarily due to an increase in foreign taxes as we continued our global expansion.

Quarterly Results of Operations

The following tables summarize selected unaudited quarterly consolidated statements of operations data for each of the five quarters in the period ended April 30, 2015. The information for each of these quarters has been prepared on a basis consistent with our audited annual financial statements and, in the opinion of management, includes all adjustments of a normal, recurring nature that are necessary for the fair presentation of the results of operations for these periods in accordance with generally accepted accounting principles in the United States. This data should be read in conjunction with our audited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future and our results for the three months ended April 30, 2015 are not necessarily indicative of the results that may be expected for the full fiscal year.

	Three Months Ended				
	April 30, 2014	July 31, 2014	October 31, 2014	January 31, 2015	April 30, 2015
			(in thousands)		
Consolidated Statements of Operations Data:					
Revenue:					
Product	$22,166	$31,087	$43,753	$57,830	$63,618
Support	2,482	3,677	5,436	8,020	10,459
Total revenue	24,648	34,764	49,189	65,850	74,077
Cost of revenue:					
Product	9,793	12,815	16,676	24,141	22,712
Support	1,795	3,129	3,827	5,376	6,924
Total cost of revenue	11,588	15,944	20,503	29,517	29,636
Gross profit	13,060	18,820	28,686	36,333	44,441
Operating expenses:					
Research and development	12,807	27,726	22,863	29,311	31,682
Sales and marketing	25,115	46,448	38,224	42,533	48,327
General and administrative	4,925	9,494	7,415	10,520	12,692
Total operating expenses	42,847	83,668	68,502	82,364	92,701
Loss from operations	(29,787)	(64,848)	(39,816)	(46,031)	(48,260)
Other income (expense), net	(122)	(185)	(410)	(695)	(703)
Loss before provision for income taxes	(29,909)	(65,033)	(40,226)	(46,726)	(48,963)
Provision for income taxes	139	118	171	909	157
Net loss	$(30,048)	$(65,151)	$(40,397)	$(47,635)	$(49,120)

	Three Months Ended				
	April 30, 2014	July 31, 2014	October 31, 2014	January 31, 2015	April 30, 2015
Percentage of Revenue Data:					
Revenue:					
Product	90 %	89 %	89 %	88 %	86 %
Support	10	11	11	12	14
Total revenue	100	100	100	100	100
Cost of revenue:					
Product	40	37	34	37	31
Support	7	9	8	8	9
Total cost of revenue	47	46	42	45	40
Gross margin	53	54	58	55	60
Operating expenses:					
Research and development	52	80	46	45	43
Sales and marketing	102	134	78	65	65
General and administrative	20	27	15	15	17
Total operating expenses	174	241	139	125	125
Loss from operations	(121)	(187)	(81)	(70)	(65)
Other income (expense), net	0	0	(1)	(1)	(1)
Loss before provision for income taxes	(121)	(187)	(82)	(71)	(66)
Provision for income taxes	1	0	0	1	0
Net loss	(122)%	(187)%	(82)%	(72)%	(66)%

Quarterly Revenue Trends

Our quarterly revenue increased sequentially for all periods presented primarily due to increased sales reflecting increased demand for our products and support services. The sequential growth in product revenue was driven primarily by higher sales of our storage products to new and existing customers. The sequential growth in support revenue was primarily driven by higher levels of sales of maintenance and support agreements sold with increased product sales as well as increased recognition of deferred support revenue. We expect to experience seasonal fluctuations in our revenue from time to time with the fourth quarter historically being our strongest quarter for sales as a result of large enterprise buying patterns.

Quarterly Gross Margin Trends

Gross profit increased sequentially for all periods presented. Sequential fluctuations in gross margin were primarily driven by the shift in the mix of products sold to our customers as well as timing of headcount hiring as we continued to build out our customer support organization. During the quarter ended July 31, 2014, cost of revenue included stock-based compensation expense of $855,000 related to the repurchase of common stock from employees in a tender offer.

Quarterly Expense Trends

Total operating expenses generally increased sequentially for all periods presented primarily due to the addition of personnel in connection with the expansion of our business. During the quarter ended July 31, 2014, total operating expenses included stock-based compensation expense of $26.8 million related to the repurchase of common stock from employees in a tender offer, of which $9.5 million, $13.9 million and $3.4 million were allocated to research and development, sales and marketing, and general and administrative expenses, respectively.

Liquidity and Capital Resources

As of April 30, 2015, we had cash and cash equivalents of $173.2 million. Our cash and cash equivalents primarily consist of bank deposits and money market funds. We have generated significant operating losses and negative cash flows from operations as reflected in our accumulated deficit of $390.7 million. We expect to continue to incur operating losses and negative cash flows from operations at least in the near future and may require additional capital resources to execute strategic initiatives to grow our business.

To date, we have financed our operations principally through private placements of our convertible preferred stock. Through April 30, 2015, we have received net proceeds of $543.9 million from the issuance of shares of our convertible preferred stock and we have repurchased $78.2 million of shares of common stock from our employees. We believe our existing cash and cash equivalents, our credit facility and cash provided by this offering will be sufficient to fund our operating and capital needs for at least the next 12 months. Our future capital requirements will depend on many factors including our growth rate, the timing and extent of spending to support development efforts, the expansion of sales and marketing and international operation activities, the timing of new product introductions and the continuing market acceptance of our products and services. We may in the future enter into arrangements to acquire or invest in complementary businesses, services and technologies, including intellectual property rights. We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, operating results and financial condition would be adversely affected.

In August 2014, we entered into a two-year revolving line of credit facility to provide up to $15.0 million based on 80% of qualifying accounts receivable. Borrowings under the line of credit bear interest at the lender' s prime rate plus 1%. The revolving line of credit facility is collateralized by substantially all of our assets, excluding any intellectual property. It also contains various covenants, including covenants related to the delivery of financial and other information, as well as limitations on dispositions, mergers, consolidations and other corporate activities. As of January 31, 2015 and April 30, 2015, we had no borrowings from this line of credit and we were in compliance with all financial covenants.

As of January 31, 2015 and April 30, 2015, we had letters of credit in the aggregate amount of $4.6 million and $4.6 million, respectively, in connection with our headquarter facility lease. The letters of credit are collateralized by restricted cash in the same amount and mature at various dates through April 2020.

The following table summarizes our cash flows for the periods presented:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
	(in thousands)			
Net cash used in operating activities	$(67,229)	$(143,695)	$(26,903)	$(14,117)
Net cash used in investing activities	(15,307)	(52,965)	(12,605)	(6,742)
Net cash provided by financing activities	163,301	258,482	226,496	1,378

Operating Activities

Net cash used in operating activities during the three months ended April 30, 2015 was $14.1 million, which resulted from a net loss of $49.1 million, partially offset by non-cash charges of $8.9 million for stock-based compensation and $6.5 million for depreciation and amortization and net cash inflows of $19.7 million from changes in operating assets and liabilities. The net cash inflows from changes in operating assets and liabilities was primarily the result of $4.1 million decrease in accounts receivable, $1.8 million decrease in deferred commissions, and $22.2 million increase in deferred revenue. The inflows are partially offset by $1.5 million increase in inventory, $3.0 million increase in prepaid expenses and other assets and $3.9 million decrease in accrued

compensation and other liabilities and accounts payable. The increase in deferred revenue was primarily due to new sales order growth during the quarter. The increase in inventory was a result of increased purchases to meet higher demand for our products. The decrease in accounts receivable, accrued compensation and other liabilities and accounts payable was primarily attributed to timing of collections and payments.

Net cash used in operating activities during the three months ended April 30, 2014 was $26.9 million, which resulted from a net loss of $30.0 million, partially offset by non-cash charges of $4.5 million for stock-based compensation, $2.2 million for depreciation and amortization and net cash outflows of $3.5 million from changes in operating assets and liabilities. The net cash outflows from changes in operating assets and liabilities was primarily the result of increases of $4.7 million in accounts receivable and $5.2 million in inventory, as well as a decrease of $1.3 million in accrued compensation and other liabilities and accounts payable, partially offset by an increase of $7.7 million in deferred revenue. The increase in accounts receivable and deferred revenue was primarily due to revenue and new sales order growth during the year. The increase in inventory was a result of increased purchases to meet higher demand for our products.

Net cash used in operating activities during the fiscal year ended January 31, 2015 was $143.7 million, which resulted from a net loss of $183.2 million and net cash outflows of $1.5 million from changes in operating assets and liabilities, partially offset by non-cash charges of $25.4 million for stock-based compensation and $15.4 million for depreciation and amortization. The net cash outflows from changes in operating assets and liabilities was primarily the result of increases of $44.2 million in accounts receivable, $13.7 million in inventory, $9.8 million in deferred commissions and $6.6 million in prepaid expenses and other assets, partially offset by increases of $56.8 million in deferred revenue and $15.9 million in accrued compensation and other liabilities and accounts payable. The increase in accounts receivable, deferred revenue and deferred commissions was primarily due to revenue and new sales order growth during the year. The increase in inventory, accrued compensation and other liabilities and accounts payable was primarily attributed to increased activities to support overall business growth. Net cash used in operating activities also included $27.6 million of cash paid for the repurchase of common stock from our employees in excess of fair value.

Net cash used in operating activities during the fiscal year ended January 31, 2014 was $67.2 million, which resulted from a net loss of $78.6 million and net cash outflows of $1.5 million from changes in operating assets and liabilities, partially offset by non-cash charges of $8.3 million for stock-based compensation and $4.4 million for depreciation and amortization. The net cash outflows from changes in operating assets and liabilities was primarily the result of increases of $12.0 million in accounts receivable, $7.1 million in deferred commissions, $5.1 million in inventory and $4.4 million in prepaid expenses and other assets, partially offset by increases of $15.1 million in deferred revenue and $12.0 million in accrued compensation and other liabilities and accounts payable. The increase in accounts receivable, deferred revenue and deferred commissions was primarily due to revenue and new sales order growth during the year. The increase in inventory, accrued compensation and other liabilities and accounts payable was primarily attributed to increased activities to support overall business growth. Net cash used in operating activities also included $13.3 million of cash paid for the repurchase of common stock from our employees in excess of fair value.

Investing Activities

Net cash used in investing activities during the three months ended April 30, 2015 of $6.7 million resulted from capital expenditures.

Net cash used in investing activities during the three months ended April 30, 2014 of $12.6 million resulted from capital expenditures of $9.5 million, purchases of intangible assets of $1.5 million and a $1.6 million increase in restricted cash related to a security deposit for new office space.

Net cash used in investing activities during the fiscal year ended January 31, 2015 of $53.0 million resulted from capital expenditures of $42.2 million, purchases of intangible assets of $9.1 million and $1.6 million increase in restricted cash related to a security deposit for new office space.

Net cash used in investing activities during the fiscal year ended January 31, 2014 of $15.3 million resulted from $12.3 million of capital expenditures and $3.0 million of restricted cash related to a security deposit for new office space.

Financing Activities

Net cash provided by financing activities of $1.4 million during the three months ended April 30, 2015 was primarily due to $1.7 million of proceeds from the exercise of stock options, which was partially offset by payments of deferred offering costs of $0.3 million.

Net cash provided by financing activities of $226.5 million during the three months ended April 30, 2014 was primarily due to $225.0 million in proceeds from the issuances of our Series F convertible preferred stock and $1.5 million of proceeds from the exercise of stock options.

Net cash provided by financing activities of $258.5 million during the fiscal year ended January 31, 2015 was primarily due to $281.0 million in net proceeds from the issuances of our Series E, Series F and Series F-1 convertible preferred stock and $7.7 million of proceeds from the exercise of stock options including proceeds from repayment of promissory notes, partially offset by $30.1 million repurchase of common stock from our employees.

Net cash provided by financing activities of $163.3 million during the fiscal year ended January 31, 2014 was primarily due to $167.8 million in net proceeds from the issuance of our Series E convertible preferred stock and $2.7 million of proceeds from the exercise of stock options, partially offset by $7.2 million repurchase of common stock from our employees.

Contractual Obligations and Commitments

The following table summarizes our non-cancellable contractual obligations as of January 31, 2015.

	Payment Due by Period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
			(in thousands)		
Operating leases	$30,523	$7,872	$12,719	$8,965	$ 967
Purchase obligations(1)	626	313	313	–	–
Total	$31,149	$8,185	$13,032	$8,965	$ 967

(1) Purchase obligations consist of non-cancellable software service contracts.

Purchase orders are not included in the table above. Our purchase orders represent authorizations to purchase rather than binding agreements. The contractual commitment amounts in the table above are associated with agreements that are enforceable and legally binding. Obligations under contracts that we can cancel without a significant penalty are not included in the table above.

There were no material changes to our contractual obligations during the three months ended April 30, 2015.

Off Balance Sheet Arrangements

During the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2015, we did not have any relationships with any entities or financial partnerships, such as structured finance or special purpose entities established for the purpose of facilitating off-balance sheet arrangements or other purposes.

Provision for Income Taxes

As of January 31, 2015, we had U.S. federal and state NOL carryforwards of $300.0 million and $308.4 million that expire commencing in 2029. Under Section 382 of the U.S. Internal Revenue Code of 1986, or the Code, a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its pre-change NOLs to offset future taxable income. In December 2014, we completed an analysis through July 2014 to evaluate whether there are any limitations of our NOLs and concluded no limitations currently exist. While we do not believe that we have experienced, or will experience in connection with this offering, an ownership change that would result in limitations, regulatory changes, such as suspension on the use of NOLs, could result in the expiration of our NOLs or otherwise cause them to be unavailable to offset future income tax liabilities.

Quantitative and Qualitative Disclosures about Market Risk

We have operations both within the United States and internationally, and we are exposed to market risk in the ordinary course of our business.

Interest Rate Risk

Our cash and cash equivalents primarily consist of bank deposits and money market funds. As of January 31, 2015 and April 30, 2015, we had cash and cash equivalents of $192.7 million and $173.2 million, respectively. The carrying amount of our cash equivalents reasonably approximates fair value, due to the short maturities of these instruments. The primary objectives of our investment activities are the preservation of capital, the fulfillment of liquidity needs and the fiduciary control of cash and investments. We do not enter into investments for trading or speculative purposes. Our investments are exposed to market risk due to a fluctuation in interest rates, which may affect our interest income and the fair market value of our investments. However, due to the short-term nature of our investment portfolio, we do not believe an immediate 10% increase or decrease in interest rates would have a material effect on the fair market value of our portfolio. We therefore do not expect our operating results or cash flows to be materially affected by a sudden change in market interest rates.

Foreign Currency Risk

Our sales contracts are primarily denominated in U.S. dollars with a small number of contracts denominated in foreign currencies. A portion of our operating expenses are incurred outside the United States and denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the British pound and Euro. Additionally, fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. Given the impact of foreign currency exchange rates has not been material to our historical operating results, we have not entered into derivative or hedging transactions, but we may do so in the future if our exposure to foreign currency should become more significant.

Critical Accounting Policies and Estimates

Our financial statements are prepared in accordance with U.S. generally accepted accounting principles, or GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates.

The critical accounting estimates, assumptions and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

Revenue Recognition

We derive revenue from two sources: (1) product revenue which includes hardware and embedded software and (2) support revenue which includes customer support, hardware maintenance and software upgrades on a when-and-if-available basis.

We recognize revenue when:

Persuasive evidence of an arrangement exists–We rely upon sales agreements and/or purchase orders to determine the existence of an arrangement.

Delivery has occurred–We typically recognize product revenue upon shipment, as title and risk of loss are transferred to our channel partners at that time. Products are typically shipped directly by us to customers, and our channel partners do not stock our inventory.

The fee is fixed or determinable–We assess whether the fee is fixed or determinable based on the payment terms associated with the transaction.

Collection is reasonably assured–We assess collectability based on credit analysis and payment history.

Our product revenue is derived from the sale of hardware and operating system software that is integrated into the hardware and therefore deemed essential to its functionality. The hardware and the operating system software essential to the functionality of the hardware are considered non-software deliverables and, therefore, are not subject to industry-specific software revenue recognition guidance.

Support revenue is derived from the sale of maintenance and support agreements. Maintenance and support agreements include the right to receive unspecified software upgrades and enhancements on a when-and-if-available basis, bug fixes, parts replacement services related to the hardware, as well as access to our cloud-based management and support platform. Revenue related to maintenance and support agreements are recognized ratably over the contractual term, which generally range from 1 to 3 years. Costs related to maintenance and support agreements are expensed as incurred. In addition, our *Forever Flash* program provides our customers who continually maintain active maintenance and support for three years with an included controller refresh with each additional three year maintenance and support renewal. In accordance with multiple-element arrangement accounting guidance, the controller refresh represents an additional deliverable that is a separate unit of accounting. The allocated revenue is recognized and the related cost is expensed in the period in which these controllers are shipped.

Most of our arrangements, other than stand-alone renewals of maintenance and support agreements, are multiple-element arrangements with a combination of product and support related deliverables (as defined above). Under multiple-element arrangements, we allocate consideration at the inception of an arrangement to all deliverables based on the relative selling price method in accordance with the hierarchy provided by the multiple-element arrangement accounting guidance, which includes (i) vendor-specific objective evidence, or VSOE, of selling price, if available; (ii) third-party evidence, or TPE, of selling price, if VSOE is not available; and (iii) best estimate of selling price, or BESP, if neither VSOE nor TPE is available. As discussed below, because we have not established VSOE for any of our deliverables and TPE typically cannot be obtained, we typically allocate consideration to all deliverables based on BESP.

VSOE–We determine VSOE based on our historical pricing and discounting practices for the specific products and services when sold separately. In determining VSOE, we require that a substantial majority of the stand-alone selling prices fall within a reasonably narrow pricing range. We have not established VSOE for any of our hardware and support related deliverables given that our pricing is not sufficiently concentrated (based on an analysis of separate sales of the deliverables) to conclude that we can demonstrate VSOE of selling prices.

TPE–When VSOE cannot be established for deliverables in multiple-element arrangements, we apply judgment with respect to whether we can establish a selling price based on TPE. TPE is determined based on competitor prices for interchangeable products or services when sold separately to similarly situated customers. However, because our products contain a significant element of proprietary technology and our solutions offer substantially different features and functionality, the comparable pricing of products with similar functionality typically cannot be obtained.

BESP–When neither VSOE nor TPE cannot be established, we utilize BESP to allocate consideration to deliverables in a multiple element arrangement. Our process to determine our BESP for products and services is based on qualitative and quantitative considerations of multiple factors, which primarily include historical sales, margin objectives and discount behavior. Additional considerations are given to other factors such as customer demographics, costs to manufacture products or provide services, pricing practices and market conditions.

Deferred Commissions

Deferred commissions consist of direct and incremental costs paid to our sales force related to customer contracts. The deferred commission amounts are recoverable through the revenue streams that will be recognized under the related customer contracts. Direct sales commissions are deferred when earned and amortized over the same period that revenue is recognized from the related customer contract. Amortization of deferred commissions is included in sales and marketing expense in the consolidated statements of operations.

Stock-Based Compensation

We measure and recognize compensation expense for all stock-based awards granted to our employees and other service providers, including stock options and restricted stock awards, based on the estimated fair value of the award on the grant date. We use the Black-Scholes option pricing model to estimate the fair value of stock option awards. The fair value of restricted stock awards is determined based on the fair value of our Class B common stock estimated as part of the capital stock and business enterprise valuation process. The fair value is recognized as an expense, net of estimated forfeitures, on a straight line basis over the requisite service period. For stock-based awards granted to employees with a performance condition, we recognize stock-based compensation expense for these awards under the accelerated attribution method over the requisite service period when management determines it is probable that the performance condition will be satisfied.

Our use of the Black-Scholes option pricing model requires the input of highly subjective assumptions, including the fair value of the underlying common stock, expected term of the option, expected volatility of the price of our common stock, risk-free interest rates and the expected dividend yield of our Class B common stock. The assumptions used in our option pricing model represent management' s best estimates. These estimates involve inherent uncertainties and the application of management' s judgment. If factors change and different assumptions are used, our stock-based compensation expense could be materially different in the future.

These assumptions and estimates are as follows:

Fair Value of Class B Common Stock. As our stock is not publicly traded, we must estimate the fair value of our common stock, as discussed in "Common Stock Valuations" below.

Expected Term. The expected term represents the period that our stock-based awards are expected to be outstanding. The expected term assumptions were determined based on the vesting terms, exercise terms and contractual lives of the options.

Expected Volatility. Since we do not have a trading history of our Class B common stock, the expected volatility is determined based on the historical stock volatilities of our comparable companies. Comparable companies consist of public companies in our industry which are similar in size, stage of life cycle and financial leverage. We intend to continue to apply this process using the same or similar

public companies until a sufficient amount of historical information regarding the volatility of our own share price becomes available, or unless circumstances change such that the identified companies are no longer similar to us, in which case, more suitable companies whose share prices are publicly available would be used in the calculation.

Risk-Free Interest Rate. The risk-free interest rate is based on the implied yield available on U.S. Treasury zero-coupon issues with remaining terms similar to the expected term on the options.

Dividend Rate. We have never declared or paid any cash dividends and do not plan to pay cash dividends in the foreseeable future, and, therefore, use an expected dividend yield of zero.

The following table summarizes the assumptions used in the Black-Scholes option-pricing model to determine the fair value of our stock options for employees and non-employees:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
				(unaudited)
Expected term (in years)	5.3 - 10.0	5.0 - 10.0	5.4 - 6.1	6.1 - 7.4
Expected volatility	62% - 69%	55% - 68%	68%	50% - 52%
Risk-free interest rate	0.8% - 2.6%	1.3% - 2.6%	2.0%	1.5% - 1.8%
Dividend rate	–	–	–	–
Fair value of common stock	$1.46 - $2.98	$4.81 - $12.65	$4.81 - $7.00	$14.12 - $16.49

In addition, we are required to estimate the expected forfeiture rate and only recognize expense for those shares that are expected to vest. We estimate the expected forfeiture rate based on historical experience and our expectations regarding future pre-vesting termination behavior of employees and other service providers. To the extent our actual forfeiture rate is different from our estimate, stock-based compensation expense is adjusted accordingly.

We will continue to use judgment in evaluating the assumptions related to our stock-based compensation on a prospective basis. As we continue to accumulate additional data related to our Class B common stock, we may refine our estimation process, which could materially impact our future stock-based compensation expense.

Common Stock Valuations

The fair value of the Class B common stock underlying our stock options was determined by our board of directors. The valuations of our Class B common stock were determined in accordance with the guidelines outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation.* In the absence of a public trading market, our board of directors, with input from management, exercised significant judgment and considered numerous objective and subjective factors to determine the fair value of our Class B common stock as of the date of each option grant, including the following factors:

contemporaneous valuations performed by unrelated third-party valuation firms;

the prices, rights, preferences and privileges of our convertible preferred stock relative to those of our Class B common stock;

the lack of marketability of our Class B common stock;

our actual operating and financial performance;

current business conditions and projections;

our hiring key personnel and the experience of our management;

our history and the timing of the introduction of new products and services;

our stage of development;

the likelihood of achieving a liquidity event, such as an initial public offering or a merger or acquisition of our business given prevailing market conditions;

the illiquidity of stock-based awards involving securities in a private company;

the market performance of comparable publicly traded companies;

recent private stock sales transactions; and

U.S. and global capital market conditions.

In valuing our Class B common stock, the fair value of our business, or Enterprise Value, was determined using an income approach and a market approach. The Enterprise Value determined was then adjusted to: (1) add back cash on hand and tax benefits from NOLs and (2) remove certain long-term liabilities in order to determine an equity value, or Equity Value. The resulting Equity Value was then allocated to the Class B common stock using combination of the option pricing method and a Probability Weighted Expected Return Method. After the Equity Value is determined and allocated to the various classes of shares, a discount for lack of marketability, or DLOM is applied to arrive at the fair value of the Class B common stock. A DLOM is applied based on the theory that as a private company an owner of the stock has limited opportunities to sell this stock and any such sale would involve significant transaction costs, thereby reducing overall fair market value.

Our assessments of the fair value of the Class B common stock for grant dates between the dates of the valuations were based in part on the current available financial and operational information and the Class B common stock value provided in the most recent valuation as compared to the timing of each grant. For financial reporting purposes, we considered the amount of time between the valuation date and the grant date to determine whether to use the latest Class B common stock valuation or a straight-line calculation between the two valuation dates. This determination included an evaluation of whether the subsequent valuation indicated that any significant change in valuation had occurred between the previous valuation and the grant date.

Once we are operating as a public company, we will rely on the closing price of our Class A common stock as reported by the on the date of grant to determine the fair value of our Class A common stock.

Based on the assumed initial public offering price per share of $, which is the midpoint of the offering price range set forth on the cover page of this prospectus, the aggregate intrinsic value of our outstanding stock awards as of April 30, 2015 was $ million, of which $ million related to vested awards and $ million related to unvested awards.

Recent Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update No. 2014-09 *Revenue from Contracts with Customers*, or ASU 2014-09. ASU 2014-09 supersedes the revenue recognition requirements in *Revenue Recognition (Topic 605)*, and requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. As currently issued, ASU 2014-09 is effective for our fiscal year beginning February 1, 2017 and early adoption is not permitted. However, in April 2015, the FASB voted to issue a proposal that would defer the effective date for us to February 1, 2018 and early adoption is allowed for our fiscal year beginning February 1, 2017. This standard will be applied using either the full or modified retrospective adoption methods. We are currently evaluating adoption methods and the impact of this standard on our consolidated financial statements.

A NOTE FROM THE FOUNDERS AND CEO

Most storage companies are beginning to use flash memory to try to deliver higher performance data storage. At Pure, we are transforming the storage industry. Yes, we are delivering faster storage, but we are also delivering radically simpler storage–imagine storage with the ease of use of a smartphone. At the same time, we are changing the way storage is sold and maintained, delivering a dramatically better customer experience at a lower overall cost. We have focused on making storage so fast and so economical that organizations can do things with their data and applications that would never have been possible with their existing storage.

We call ourselves Puritans, and we proudly wear orange. In addition to assembling an outstanding team, we have built a special company culture, which we call the *entrepreneurial workforce*:

Everyone at Pure is an owner and is empowered like one–We strive for transparency, sharing as much information as possible with the whole company. We communicate the bad news as well as the good, so that all can contribute to making our products, our customers' experiences and our company better;

We emphasize team rather than individual success–We win together and we lose and learn together. We focus on growing the pie rather than playing politics to carve it up;

We behave more like missionaries than mercenaries–Puritans are striving to make the world of IT better. We focus on doing the right thing for the long term, not on looking for short cuts; and

Most of all, we focus on supreme customer and partner satisfaction–When a customer has an issue, even if the problem lies outside of Pure, Puritans pitch in to make things right. We endeavor to do our jobs so well that customers and partners *love* our storage platform and *love* working with our company.

As we recruit new Puritans, we look for and reinforce these values. The quality of our team is by far our most valuable asset.

We believe that the market opportunity in front of Pure Storage is substantial. While we have executed well to date, we are even more excited about the road ahead:

We are investing heavily in research and development to deliver the multiple and substantive storage innovations we believe are necessary to accomplish our mission and execute on the opportunity before us;

We are going the extra mile to make our storage platform so simple and easy to use that it will continue to delight our customers;

We are striving to replace the 3 to 5 year rip-and-replace storage cycle with *evergreen storage* and cloud-based management and support; and

We are investing aggressively in sales, marketing and our channel to maximize growth and market share.

In short, we plan to continue to manage Pure in the same fashion as we have managed Pure as a private company–striving to do the right thing for the long term rather than optimizing for the near term.

We are thrilled to welcome those of you who will join us on our journey, as customers, partners, employees or as shareholders. We have the opportunity to build a large and enduring independent company, which we see as the best outcome for all of our constituencies.

Thank you for your consideration.

Cheers,

John "Coz" Colgrove
Founder

John Hayes
Founder

Scott Dietzen
CEO

BUSINESS

Overview

Our mission is to deliver data storage that transforms business through a dramatic increase in performance and reduction in complexity and costs. Our innovative technology replaces storage systems designed for mechanical disk with all-flash systems optimized end-to-end for solid-state memory. At the same time, our innovative business model replaces the traditional forklift upgrade cycle with an *evergreen storage* model of hardware and software upgrades and maintenance.

Our next-generation storage platform and business model are the result of our team' s substantial experience in enterprise storage and web-scale infrastructure, as well as frustration with the industry' s status quo. This deep industry understanding led to the development of our three-part integrated platform: the *Purity Operating Environment*, our flash-optimized software, *FlashArray*, our modular and scalable all-flash array hardware, and *Pure1*, our cloud-based management and support. Our platform can deliver a 10X acceleration in business applications over legacy disk-based storage. It is also designed to be compatible with existing infrastructure, substantially more reliable, and power and space efficient.

Our business model builds on our technical innovations to reverse the traditional storage business model. Instead of moving data between old and new systems via forklift upgrades, we keep business data and applications in place and upgrade technology around it. Our platform and business model are designed to add value to customers for a decade or more, reducing total cost of storage ownership while increasing loyalty.

Our innovations help rebalance the datacenter by closing the performance gap between legacy storage technology and servers and networks. But it is the simplicity of our platform and business model that is revolutionizing the enterprise storage experience. Together, our innovations have helped our customers realize the promise of the cloud model for IT and the benefits of Moore' s Law. This has yielded industry-leading Net Promoter scores, based on the results of customer satisfaction surveys we conducted.

Since launching *FlashArray* in May 2012, our customer base has grown to over 1,100 customers. Our customers include large and mid-size organizations across a diverse set of industry verticals, including cloud-based software and service providers, consumer web, education, energy, financial services, governments, healthcare, manufacturing, media, retail and telecommunications. Our platform is used for a broad set of storage use cases, including database applications, private and public cloud infrastructure, virtual server infrastructure and virtual desktop infrastructure. Our platform helps customers increase employee productivity, improve operational efficiency, make better decisions through faster, more accurate analytics and deliver more compelling user experiences to their customers and partners.

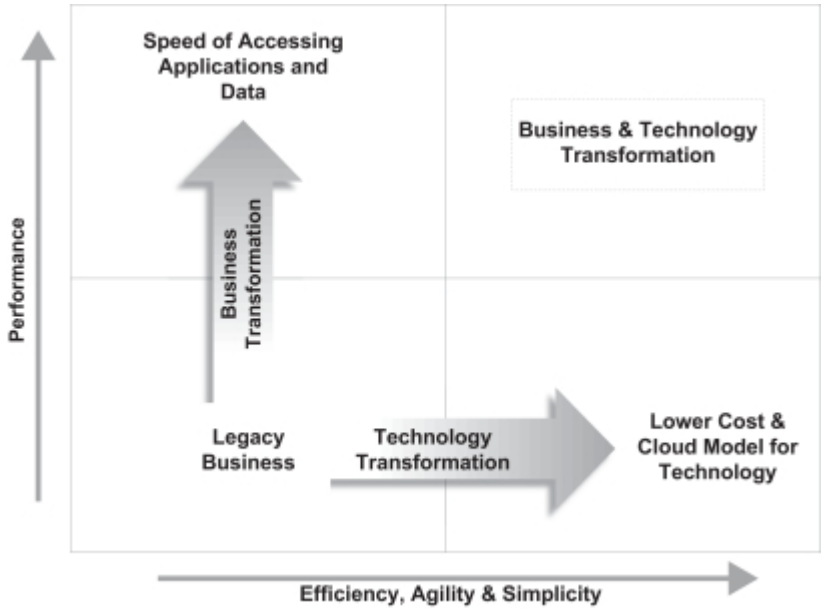
We sell our platform predominantly through a high touch, channel-fulfilled model. Our sales force works collaboratively with our global network of distribution and channel partners, which provides us broad sales reach while maintaining direct customer engagement.

We have experienced significant growth. Our revenue increased from $6.1 million for the fiscal year ended January 31, 2013 to $42.7 million for the fiscal year ended January 31, 2014 and to $174.5 million for the fiscal year ended January 31, 2015, representing year-over-year revenue growth of 603% and 308% for our two most recent fiscal years. Our revenue increased from $24.6 million for the three months ended April 30, 2014 to $74.1 million for the three months ended April 30, 2015, representing period-over-period growth of 201% for our most recent interim period. Our net loss was $23.4 million, $78.6 million, $183.2 million, $30.0 million and $49.1 million for the fiscal years ended January 31, 2013, 2014 and 2015 and the three months ended April 30, 2014 and 2015, respectively. For the fiscal year ended January 31, 2015 and the three months ended April 30, 2015, 77% and 79% of our revenue was from the United States, and 23% and 21% from the rest of the world, respectively.

Industry Background

Technology continues to transform business−redefining how products and services are built, how customers and partners are served and how organizations innovate. As a result, organizations face the urgent need to operate with greater speed and to leverage technology to be smarter and more innovative. Indeed, the speed, agility and efficiency of an organization' s information systems contribute to and, in many cases, even define competitive advantage.

Organizations must make technology investments that improve IT performance and in parallel reduce the cost and complexity of their operations. Technology that can quickly adapt to ever-changing requirements and drive these dual and seemingly opposed requirements of improving both performance and efficiency is essential.



Business Transformation through Improved Performance

The speed of servers and networks has dramatically improved over the past several decades, but the performance of disk-based storage has not kept up. Mechanical disk has fundamental physical limitations in reading and writing data and typically operates in milliseconds, 1,000 times slower than the microsecond processing speed of today' s computing and networking systems. Disk-based storage is now an obstacle to application performance, squandering investments in fast servers that may spend a substantial portion of processing time waiting for disks to seek and rotate to deliver data.

Flash memory is a solid-state storage technology that can eliminate this storage bottleneck while providing better performance, greater storage density and improved power efficiency as compared to disk. For instance, a 1TB flash device can perform 64 operations in parallel while a 1TB disk can only perform a single operation at a time. Flash memory has transformed today' s consumer technology experience−it is the storage media inside smartphones−and now it is time for business to enjoy those same benefits. The price performance of flash technology, too, has improved dramatically in recent years. Already, leading web-scale companies such as Apple, Facebook and Google are utilizing flash-based storage in their datacenters.

Even when retrofitted with flash, legacy approaches to storage generally fall short. Too often, they rely on legacy storage software, which was optimized for the serial and sequential read and write patterns of disk. They do not take full advantage of the parallelizable and random access nature of flash. Even modern hybrid storage approaches−those that pair flash and disk designs−are inadequate, as they suffer from the speed of the far

slower disk operations. For example, even if 90% of data read and write operations are processed on flash technology and 10% of operations are processed on disk, applications can suffer from nearly a 5X performance reduction as compared to all-flash storage.

IT Transformation through Reduced Costs and Complexity

Cloud computing has been one of the more compelling IT advances in years. Today, organizations use shared resources in the cloud, significantly reducing the cost and complexity of operations and datacenters. Organizations around the world are now adopting many of the core tenets of this cloud model to transform their own operations and datacenters.

Legacy disk-based storage is generally inconsistent with the design tenets of the cloud. It does not scale easily, and is complex and costly to manage, often requiring expert consultants for routine operations. Most legacy disk-based storage requires organizations to replace their storage systems every 3 to 5 years. This is expensive and worrisome for customers, who must juggle upgrades and downtime during the data migration period. The result is an endless and time-consuming cycle of procurement, provisioning and troubleshooting of data storage.

Next-Generation Storage

With the increased demands of a complex and changing business environment, we believe organizations not only desire but also require a new storage platform that combines the following:

Dramatically improved performance to keep up with the demands of the business;

Reliability, security and data management services for operating in mission critical environments;

Seamless interoperability for compatibility with existing IT infrastructure investments;

Simplicity, agility, easy automation and elasticity to enable the cloud model of IT; and

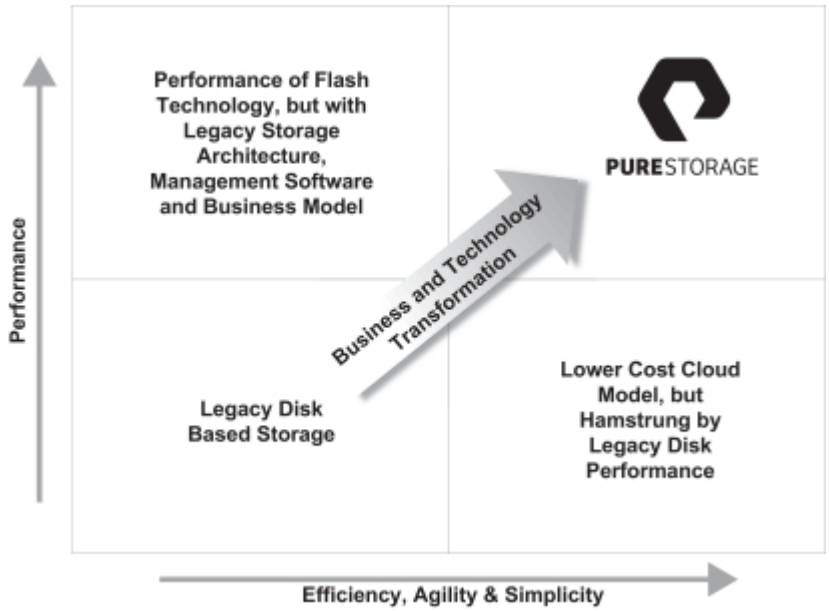
Greater price performance and reduced total cost of ownership.

Market Opportunity

Pure Storage serves the market for enterprise storage and related storage software. According to IDC, the combined worldwide spend by enterprises on external storage hardware priced at more than $50,000 per array and storage and device management, storage infrastructure and storage replication software is estimated to grow from approximately $24.2 billion in 2014 to $27.0 billion in 2018. Hardware spend in this area alone will grow from $16.5 billion in 2014 to $18.0 billion in 2018, while software spend will grow from $7.7 billion in 2014 to $9.0 billion in 2018. Customers are increasingly replacing traditional disk-based systems with all-flash storage, and spend on all-flash solutions is expected to grow from $1.3 billion in 2014 to $3.3 billion in 2018, representing a 26.6% compounded annual growth rate. We believe the benefits of next-generation flash storage will drive flash to ultimately become the predominant form of primary enterprise data storage.

Our Solution

Pure Storage is defining the next generation of enterprise data storage. We have pioneered the all-flash array category and have coupled that with our customer-centric business model. Our storage platform integrates the *Purity Operating Environment*, our flash-optimized software, *FlashArray*, our modular and scalable all-flash array hardware, and *Pure1*, our cloud-based management and support. This platform, combined with ongoing maintenance and support, provides an *evergreen storage* solution that enables our customers to both accelerate business performance and increase the efficiency, agility and simplicity of their operations. We believe that our approach is having a profound impact both on our customers and on the data storage industry as a whole:



Business Transformation. With Pure Storage, customers' business applications run faster–helping them to improve yields, employee productivity, and customer and partner experiences, allowing them to make smarter decisions, and enabling them to increase innovation across their organizations.

Faster Business. A provider of cardiac-monitoring services can have its technicians analyze more patient data–65 patient records per day versus 35 per day, gaining operational efficiency that positively impacts its bottom line.

Smarter Business. An auto parts retailer can run reports to optimize inventory across over one hundred locations and millions of products in about 12 hours, down from seven days, allowing it to reduce inventory on hand while increasing the breadth of products held in inventory.

More Innovative Business. A web-based image publishing service can eliminate a storage bottleneck with a 5x improvement in performance, giving it confidence to deploy new products without fear that user experience would suffer.

Technology Transformation. Our platform increases the efficiency, agility and simplicity of IT infrastructure, enabling our customers to reduce the cost and complexity of operations and implement the cloud model. Technology transformations for customers who adopt our storage platform include:

Reduced Cost and Complexity. Our customers can adopt our *evergreen storage* model, which we have designed to eliminate disruptive technology refreshes and extend the life of storage investments. We estimate that, over a six year period, our customers can save an average of more than $500,000 annually for every 250TB of tier-1 performance disk storage replaced with our storage platform.

Implement the Cloud Model. The combination of our modular and scalable *FlashArray* hardware and our software-defined management capabilities allows customers to consolidate a variety of workloads on a single storage platform. The operational simplicity, quick provisioning, easy programmability, low management overhead and linear, low-cost scaling of our platform enable a more cloud-style model for storage.

The following differentiates our storage platform:

High Performance. Our *FlashArray* and *Purity Operating Environment* software were specifically architected for the fast parallelizable and random access of flash. The result is that customers can eliminate more than one year of cumulative application latency every month as compared to legacy disk-based storage in typical deployments.

Enterprise Resiliency. Our platform, through the *Purity Operating Environment*, enables customers to maintain continuous access to their data without a loss in performance. The *Purity Operating Environment* efficiently and redundantly stores data, ensuring that data is available at all times, even in the event of hardware or software component failures or during upgrades. In addition, the *Purity Operating Environment* allows customers to recover from disasters using near zero overhead snapshots, which can be replicated to multiple locations globally. All of these resiliency features are built-in and do not require additional licenses.

Simplicity. Our platform is simple to deploy, manage, and upgrade for a wide variety of customer use cases−the basic operating commands fit on a single, folding business card. Our platform is designed to seamlessly integrate with existing investments in server and application infrastructure.

Agile Management. Through *Pure1*, we deliver an integrated cloud-based management and support experience. We originate most of the support interactions we have with our customers, consistent with our proactive focus on helping our customers quickly respond to issues and stay ahead of changes to their storage requirements. We offer multiple software interfaces for customers to automate the operation of our storage platform at cloud scale. By combining simplicity, automation and proactive support, we reduce the administrative burden and the risk of human error.

Evergreen Storage. Our platform is designed to support customer deployments for a decade or more. Our modular all-flash array hardware and software enable enterprises to start as small as 10TBs and to scale storage deployments to petabyte levels. Through our innovative business model, we provide software updates, any needed hardware replacements, and a controller refresh every three years so customers can run the latest Purity Operating Environment for predictable maintenance fees.

Compelling Economics. Our *FlashReduce* software achieves on average greater than 5-to-1 data reduction for a wide range of enterprise applications. We utilize consumer-grade flash memory, which is more cost effective and reliable than enterprise-grade flash memory. As a result, customers can achieve price-performance levels that enable our platform to be deployed across a wide range of use cases.

Lower Total Cost of Ownership. Our platform reduces the space, power, cooling, management overhead and other associated expenses as compared to disk-based storage. A study commissioned by us from Forrester Consulting found that a composite organization could expect to recoup its investment in our storage system within 14 months and achieve a 102% risk-adjusted return on investment from reduced operational costs and increased business benefits over a three-year period.

Growth Strategies

Key elements of our growth strategy include:

Relentlessly Innovate and Maintain Technology Leadership. We will continue to invest in product innovation and technology leadership and plan to enhance our flash-optimized software, modular and scalable hardware and cloud-based management and support. We have released multiple generations of

our *FlashArray* products since our founding in 2009 and release enhanced software versions of our *Purity Operating Environment* with new features approximately every six months. We believe that continued innovation is critical to addressing the complex and changing requirements of data storage and that maintaining our technology leadership will help us expand our addressable market.

Continue to Drive Large Customer Adoption. We believe that our market is large and untapped as a significant number of enterprises, service providers and government organizations have yet to adopt all-flash storage throughout their technology infrastructure. We intend to grow our base of customers by promoting our platform, increasing our investment in sales and marketing and leveraging our network of channel partners. We are investing in our account teams to cultivate strong relationships with our larger customers, which, in collaboration with our channel partners, should allow us to further penetrate large enterprises across all verticals, industries and geographies.

Further Leverage our Channel Ecosystem. We have been successful in using a channel-focused model to drive our sales, and we continue to believe that by partnering with the channel and service providers, we can reach the broadest number of customers. By investing in training, demand generation and partner programs, we believe we can enable many of our partners to independently identify, qualify, sell and upgrade customers, with limited involvement from us. We intend to continue to invest in our channel to add scalable distribution partners, systems integration partners and service provider partners, including providers of cloud-based infrastructure offerings.

Drive Greater Penetration into our Existing Customer Base. We believe our over 1,100 customers represent a significant opportunity for us to realize incremental sales. We sell additional products and services to our customers as the data within their existing application deployments naturally grows and as customers migrate additional applications to our platform. As of January 31, 2015, more than half of our customers had made additional purchases within 12 months of their initial purchase. In addition, we estimate that we have only penetrated a small portion of the total footprint in many of our larger customers.

Cultivate our Inspirational Culture. We believe our culture is a critical part of our success. We strive to maintain an exciting and supportive atmosphere that attracts great talent and inspires our employees to excel and deliver a differentiated experience for our customers. The five core values upon which our Puritan company culture is based are customer-first, creativity, teamwork, persistence and ownership. These values permeate our company and help define our business, customer, shareholder and employee objectives.

Leverage our Technology Ecosystem. We have developed strategic relationships with a number of technology vendors to allow integration of our platform with their offerings, enabling a streamlined experience for our customers. We have developed *FlashStack*, our converged infrastructure offering which incorporates best of breed solutions from Cisco, VMware, Citrix and Microsoft, and we also have developed a variety of application-specific solutions, including optimizing our platform for high performance database applications such as Oracle, SAP and Microsoft and virtual infrastructure such as VMware, Citrix and OpenStack.

Innovative Technology and Business Model

Our next-generation storage platform is comprised of three integrated components, all designed from the ground-up for solid-state storage: the *Purity Operating Environment*, our flash-optimized software; *FlashArray*, our modular and scalable all-flash array hardware; and *Pure1*, our cloud-based management and support. These three components are complemented by our innovative business model, which is designed to improve our customers' experience related to the procurement, upgrade, expansion and ownership of storage.

Purity Operating Environment

The heart of our storage platform is the *Purity Operating Environment*, our proprietary software that runs across all *FlashArray* generations and is included with the purchase of our hardware. Key features of our *Purity Operating Environment* include:

FlashReduce: **Data reduction technologies to reduce the effective cost of flash.** *FlashReduce* combines inline deduplication, inline compression, and background reduction technologies to maximize the amount of data that can be stored on the flash media, thereby reducing its effective cost per gigabyte. Our proprietary *FlashReduce* technology employs a variable block size reduction, and delivers an average of greater than 5-to-1 data reduction across a wide range of use cases and data types.

FlashProtect: **Enterprise-grade reliability and data protection.** *FlashProtect* implements high availability, or HA, enabling the *FlashArray* to self heal in the face of hardware or software failures, and RAID-3D dual parity protection to ensure that flash device failures, latent bit errors or slow response within a particular flash device do not have any impact on the overall array. *FlashProtect* is designed to maintain performance through these failures and enables our arrays to be easily upgraded without scheduled downtime, setting new expectations for storage resiliency. The *Purity Operating Environment* also implements strong data-at-rest encryption of all data, all the time.

FlashRecover: **Local and remote data protection built-in.** *FlashRecover* provides a comprehensive and tightly integrated backup and disaster recovery solution, including local snapshots, replication, remote snapshots and automated policy management, thereby decreasing cost and complexity of data protection.

FlashCare: **Extends life and ensures performance of consumer-grade flash.** *FlashCare* extends the life expectancy and improves the performance and reliability of flash by writing data in a manner that is optimized for the geometry of flash. *FlashCare* enables a *FlashArray* to effectively mix multiple generations, types and suppliers of flash, allowing flexibility and expandability over time for our customers as well as providing supplier flexibility for Pure.

FlashArray Hardware

FlashArray is a modular all-flash storage array designed to maximize the performance and density of flash, optimize the advanced software services that the *Purity Operating Environment* provides, and minimize overall solution cost for customers. We have brought four generations of *FlashArray* to market, and we are currently selling both the *FlashArray* 400-Series and the newer *FlashArray//m*, which we announced in June 2015. The *FlashArray* 400-Series features independent controllers and storage shelves, while the latest generation *FlashArray//m* features a chassis-based design, fully integrating HA controllers and flash in a single appliance. *FlashArray//m* is based upon an in-house hardware design enabling us to further optimize performance, density and cost. *FlashArray* is built around the following principles and innovations:

Modularity and Upgradability. All *FlashArrays* are designed to be modular and upgradable over time, enabling our vision of *evergreen storage* and eliminating the 3 to 5 year forklift refresh cycle of legacy storage systems. We have advanced this modular design in *FlashArray//m*, which, similar to blade servers, provides a long-lived chassis that affords easy customization to serve growing deployments, evolving use cases and incremental improvement over time. Our compute-efficient design enables the non-disruptive introduction of new modules and expansion of arrays.

Rapid Innovation. Our *FlashArrays* are based upon two core technologies, Intel CPUs and consumer-grade flash memory, both of which have historically improved consistent with Moore' s Law. Consumer-grade flash has been the first to introduce improved features and functionality and continues to lead flash memory innovations. The *FlashArray's* modular design allows us to deliver both processor and flash upgrades approximately every 9 to 12 months, and enables customers to adopt

these advances within their existing *FlashArrays* without data migration, downtime or performance impact. We intend to continue to release new hardware modules and software features and updates for the *FlashArray* on a more rapid pace than our legacy competitors.

Maximum Performance. Our *FlashArrays* are designed to maximize the performance of flash. *FlashArray//m* leverages native high bandwidth and low latency PCIe/NVMe networking to modules and controllers, a SAS fabric for external expansion and high-performance non-volatile RAM and flash modules. As a result, our *FlashArrays* deliver hundreds of thousands of storage input/output operations per second at less than 1 millisecond average latency, which is generally at least 10X faster than traditional disk-based storage.

High Density, Low Cost. We have introduced cost and density improvements in each succeeding generation of our *FlashArray*. *FlashArray//m* fully-integrates controller and flash modules inside the three rack unit chassis, allowing for significant component cost reduction and increase density. More importantly, the *FlashArray//m* often utilizes one-tenth the power and space as compared to the legacy disk-based storage it replaces.

Simplicity and Reliability. Our *FlashArray//m* consolidates all components into an appliance-like form factor to improve simplicity and reliability. With a single component to rack, install and service, the *FlashArray//m* is designed to be extremely simple without sacrificing the scalability and upgradability of an enterprise array. Overall system reliability is also improved by removing unnecessary components, such as cables, cards and shelves, each of which adds failure risk to the system.

End-to-End Flash Optimization. Because we both design our *FlashArray* chassis, controllers and flash modules in-house, and develop all of our *Purity Operating Environment* software specifically for our hardware, we are able to realize end-to-end optimizations between software and flash. This allows us to deliver solutions with high density and power efficiency, tight integration for simplicity and at a lower cost. We expect further synergies in this regard as we continue our innovation more deeply in end-to-end hardware and software optimization.

Pure1 Management and Support

Pure1 is a cloud-based management and support platform that enables our customers, our support staff and our partners to seamlessly and securely collaborate to maximize the reliability of the Pure Storage platform while minimizing management overhead and cost to the customer. Our cloud-based platform removes the need for dedicated storage management infrastructure, enables customers to monitor a global storage deployment from a mobile device and simplifies integration with other datacenter management solutions. Our *FlashArrays* embed our *Pure1* technology, which creates an "always-on" support connection to Pure Storage, sending telemetric data to Pure to help us deliver a more proactive management and support experience. *Pure1* consists of three integrated modules:

Pure1 Manage is an integrated suite of on-array and cloud-based management tools that perform multi-array monitoring and management tasks. In addition, *Pure1* maintains detailed performance and capacity utilization information for years, allowing customers to analyze historical performance and capacity growth to plan for future deployments. The *Pure1* management model is dramatically simpler than that of the legacy storage platforms−the basic operating commands fit on a single, folding business card. In our view, only by removing decades of accumulated complexity from the management model of legacy storage can we achieve the promise of the software-defined, cloud-friendly datacenter.

Pure1 Connect includes a comprehensive set of automation interfaces, with both full command-line interface and REST API access to all management functions of the *FlashArray*. *Pure1* also includes connectors to popular virtualization platforms such as VMware vSphere and OpenStack, allowing our customers to natively manage the *FlashArray* from within their virtualization management tools.

Pure1 Support couples our innovative support technology and cloud automation with highly skilled engineers to proactively deliver a superior support experience. By using automated analytics to monitor our customers' arrays, we can detect and alert customers proactively of potential problems and ensure that when one customer has an issue, other customers at risk are identified and notified. With *Pure1*, we initiate most support calls to the customer. When issues are identified we can often resolve them in conjunction with the customer before they have an impact on overall array health. *Pure1* also includes a RemoteAssist capability, which enables our support personnel, with customer approval, to log in to a *FlashArray* and perform resolution and even routine maintenance tasks, removing even more of the storage management burden from customers.

Pure1 Support is offered in two levels: Advanced and Premium. We do not offer "basic" support service, as we believe that every customer deployment is critical and deserves 24x7 support. *Pure1* Support Advanced includes 24x7 phone support with 30-minute maximum response time for critical issues, proactive monitoring, and a next-business-day service level for on-site replacement of failed hardware components. *Pure1* Support Premium expands upon the service level of Advanced by reducing the maximum response time to 15 minutes for critical issues and reducing the service level for on-site parts replacement to 4 hours.

Business Model Innovation

In addition to our product leadership and differentiated customer experience, our business model innovation helps us achieve our vision of *evergreen storage*. We believe that the traditional storage business model is expensive, resource intensive and detrimentally impacts customer operations. Pure' s alternative approach is designed to eliminate this pain. We believe that it will be difficult for legacy storage vendors to copy our business model innovations given their dependence on complex licensing programs and regular forklift array replacement upgrades. We have created the following business model innovations and programs:

All Software Included. All software functionality of the *Purity Operating Environment* is included in the base purchase price of a *FlashArray*, and our customers receive software updates and new features at no additional cost, so long as the customer maintains an active maintenance and support agreement. This approach is attractive to customers for its simplicity and fairness.

Forever Flash. Our *Forever Flash* program is a new approach to the storage array purchase and expansion lifecycle, which is enabled by our modular *FlashArray* hardware. *Forever Flash* provides an alternative to the traditional 3 to 5 year replacement cycle, instead allowing customers to incrementally improve array performance and capacity as needed, dramatically reducing cost and risk while increasing predictability. This enables customers to both extend the useful life of their hardware and avoid the cost and risk of recurring data migration. The *Forever Flash* program has three components that encourage ongoing ownership, expansion and continuous improvements in performance:

Flat and Fair. Our maintenance and support renewal rates are flat over time for a given array purchased by a customer, effectively serving as a promise that we will not increase the cost of maintenance in "out years" as many other vendors do.

Free Every Three. Customers who continually maintain active maintenance and support for three years are entitled to an included controller refresh with each additional three year maintenance and support renewal. This modernizes a deployed *FlashArray*, enables the latest performance, features and scale and encourages capacity expansion while reducing our support costs.

Forever Maintenance. We will replace any failed hardware components, including flash media, indefinitely as long as a customer maintains active maintenance and support. This alleviates customer concerns over flash wear-out over time. We have seen low failure rates of our flash hardware during actual use, and we have designed this hardware to sustain more than a decade of operation.

Love Your Storage Guarantee. Our Love Your Storage Guarantee program was designed to help customers avoid the need to conduct proof of concept testing before purchase. Instead customers can buy a *FlashArray* for a given deployment with the assurance that if they are not satisfied with the purchase for any reason, they can return it for a full refund within 30 days.

Our Customers

We target large and medium-sized enterprises, state, local and federal governments, schools and healthcare organizations globally. Our customer base includes over 1,100 organizations as of July 31, 2015. We have deployed our storage platform with customers across multiple industry verticals. Our storage platform has been deployed in some of the largest and most sophisticated enterprise infrastructures in the world as well as smaller organizations with limited IT expertise or budget, such as hospitals, municipalities and school districts. Actual customer deployments range from a single *FlashArray* that can store a few terabytes of data to dozens of *FlashArrays* that, in the aggregate, can store multiple petabytes of data. Our customers include over 10% of the Fortune 500, and more than 100 of our customers have purchased over $1 million of our products and support. No individual customer represented more than 10% of our revenue in the fiscal year ended January 31, 2015 and the three months ended April 30, 2015.

The following is a list of representative customers by industry segment:

Internet and Media	Consumer and Retail	Telecommunications and Service Providers
Lamar Media	Leprino Foods	FireHost
Rakuten	Peet' s Coffee & Tea	LG CNS
Shutterfly	Picard Frozen Foods	Softbank
SurveyMonkey	Sierra Nevada Brewing Co.	T-Mobile USA

Technology	Healthcare	Finance and Insurance
Avago Technologies	Adventist Health	Barclays PLC
Global Foundries	Cord Blood Registry	Farm Bureau of Michigan
Samsung	Hanger	First Tennessee Bank
Xerox	Methodist Hospitals	Investec Asset Management

Software/SaaS	Energy	Government and Education
Dassault Systemes	Duke Energy	Carnegie Mellon University
Intuit	Guadalupe Valley Electric Cooperative	City of Austin
Symantec	Legacy Reserves	Federal Deposit Insurance Corporation
Xactly	Source Gas	Sacramento City Unified School District

Customer Case Studies

The following are representative examples of how some of our customers have benefited from typical deployments of our storage platform:

LinkedIn

Situation: LinkedIn is the leading social network for business professionals worldwide, with more than 364 million members globally. By 2012, LinkedIn' s rapid growth necessitated a new storage solution that would allow it to better deliver a seamless web experience to its users and run the internal applications critical to its business.

Solution and Benefit: For LinkedIn, the implementation of the *FlashArray* has driven long-term cost reductions, improved efficiency for its IT team and provided better business analytics for its internal teams. Since

deploying the *FlashArray*, LinkedIn has decreased data access times to consistently less than 1 millisecond, for a total reduction of 3-5 milliseconds, resulting in a dramatic improvement in experience for both LinkedIn members and internal teams. With an average of 5.5:1 data reduction and upwards of 20:1 data reduction on read replicas and Oracle development environments, LinkedIn was able to decrease its storage footprint by 10X, while decreasing operational costs for power, cooling and rack space by 8X.

With the snapshot and cloning functionality of the *Purity Operating Environment*, LinkedIn has optimized its process for database refreshes, taking the process from over 24 hours to minutes. Since the initial deployment in 2012, LinkedIn has continued to expand the use of the *FlashArray* from front-end applications such as LinkedIn.com to Oracle testing and development, data warehouse and virtual server and virtual desktop deployments.

ConocoPhillips

Situation: ConocoPhillips is the world' s largest independent exploration and production company, based on proved reserves and production of liquids and natural gas. In 2014, ConocoPhillips was faced with increasing maintenance bills and complexity with its existing storage system. ConocoPhillips wanted a simple solution that was within its budget and would allow it to be faster and more agile, while reducing space, power and cooling requirements.

Solution and Benefit: After extensive testing, ConocoPhillips purchased multiple *FlashArrays* based on its simplicity and performance advantages, and its cost effectiveness. The ease of deployment and native replication were key factors relative to more complex alternative solutions that required installation of external software. The *FlashArrays* provided consistently high performance, enabling ConocoPhillips to confidently run financial reports 2X more frequently. In addition, with overall data reduction rates of over 4:1, the implementation of the *FlashArrays* enabled ConocoPhillips to reduce space requirements for the relevant systems by about 80%, condensing 14 data center floor tiles down to 3, with related power requirements decreased by over 90%, as compared to its existing disk-based storage systems. In fact, the switch to the *FlashArray* dropped the temperature by two degrees and the total power consumption by 2% across the entire data center. ConocoPhillips saw all of these benefits at a price at or below the cost of equivalent disk-based systems.

New York-Presbyterian Hospital

Situation: New York-Presbyterian Hospital (NYPH) is an academic medical center located in New York City and is ranked among the top ten hospitals in the United States. In 2014, NYPH was seeking to upgrade the storage underlying its virtual desktop and virtual server infrastructure, as well as the storage underlying a reporting application for its outpatient practices, and decided to test the *FlashArray* against an all-flash array from a legacy storage vendor. As a busy, leading hospital, NYPH was sensitive to any disruption or downtime, so selection of the right solution was critical.

Solution and Benefit: After an extensive six-month proof of concept trial, NYPH selected the *FlashArray* for its resiliency and data reduction capabilities, as well as its ability to scale to support thousands of virtual desktop users and virtual server workloads. Only the *FlashArray* met NYPH' s failure and upgrade requirements and it had 2X better data reduction rates as compared to the competitive solution. NYPH transitioned its reporting application for its out-patient practices to the *FlashArray* with impressive results: the nightly batch report ran in just 2 hours, down from 10 hours on the hospital' s existing storage–a 5X reduction.

NYPH later purchased additional capacity to add more workloads to the *FlashArray*. The installation was completed in minutes, without any downtime or performance interruption. The *FlashArray*' s data reduction rates have allowed NYPH to realize the benefits of flash at or below the cost of disk-based storage, while the simplicity of the *FlashArray* allowed NYPH to eliminate the complex tiering associated with spinning disk. With the *FlashArray*, NYPH is ensuring an improved end user experience for doctors, nurses and staff and timely report generation to enable prompt and accurate decision making by NYPH leadership.

Nielsen

Situation: With a presence in more than 100 countries and services covering more than 90 percent of the world' s GDP and population, Nielsen is a global consumer research firm that major consumer brands rely on for insights into how they should manage their business. Data is the lifeblood of Nielsen' s business, which is why, in 2014, it made the decision to modernize some of its legacy disk-based storage to *FlashArray,* which handles this data more quickly, efficiently and effectively.

Solution and Benefit: *FlashArray* has given Nielsen a 3X reduction in latency−it has also replaced 50 racks of disk-based storage with just 5 racks of *FlashArrays*.

Sales and Marketing

Sales. We sell our storage platform predominantly through a high touch, channel-fulfilled sales model. Our sales organization supports our channel partners and is responsible for large-account penetration, global account coordination and overall market development. Our channel partners help market and sell our products, typically with assistance from our sales force. This joint sales approach provides us with the benefit of direct relationships with substantially all of our customers and expands our reach through the relationships of our channel partners. In certain geographies we sell through a two-tier distribution model. We also sell to service providers that deploy our products and offer cloud-based storage services to their customers.

We intend to continue to expand our partner relationships to further extend our sales coverage and to invest in education, training and programs to increase the ability of our channel partners to sell our products independently. We expect to continue to grow our sales organization and expand our international sales presence. Our sales organization is supported by sales engineers with deep technical expertise and responsibility for pre-sales technical support, solutions engineering for our customers and technical training for our channel partners. No individual channel partner represented more than 10% of our revenue in the fiscal year ended January 31, 2015 and the three months ended April 30, 2015.

Technology Alliances. We work closely with technology partners that help us deliver world-class solutions to our customers and ensure the efficient deployment and support of their datacenter infrastructure. Our technology partners include application partners such as Microsoft, Oracle and SAP and infrastructure partners such as Arista, Brocade, Cisco, Citrix, CommVault, RedHat, Symantec and VMware. In addition, we work closely with our technology partners through co-marketing and lead-generation activities in an effort to broaden our marketing reach and help us win new and retain existing customers.

Marketing. Our marketing is focused on building our brand reputation and market awareness, communicating product advantages, driving customer demand and generating leads for our sales force and channel partners. Our marketing effort consists primarily of product, field, channel, solutions and digital marketing and public relations.

Research and Development

Our research and development efforts are focused primarily on improving our existing products and developing new products. Our products integrate both software and hardware innovations, and accordingly, our research and development teams employ both software and hardware engineers in the design, development, testing, certification and support of our products. Most of our research and development team is based in Mountain View, California. We also design, test and certify our products to ensure interoperability with a variety of third-party software, servers, operating systems and network components. We plan to dedicate significant resources to our continued research and development efforts.

Research and development expenses were $12.4 million, $36.1 million and $92.7 million for the fiscal years ended January 31, 2013, 2014 and 2015, and $12.8 million and $31.7 million for the three months ended April 30, 2014 and 2015, respectively.

Manufacturing

Our contract manufacturers, Avnet, Inc., or Avnet, and Hon Hai Precision Industry Co., Ltd., known as Foxconn, manufacture, assemble, test and package our products in accordance with our specifications. Our contract manufacturers generally procure the hardware components for final assembly of our products. Most of the components are purchased from sources that we believe are readily available from other suppliers.

We provide our contract manufacturers a rolling forecast for anticipated orders, which our contract manufacturers use to build finished products. The product mix and volumes are adjusted based on anticipated demand and actual sales and shipments in prior periods. Our contract manufacturers are generally able to respond to changes in our product mix or volume without significant delay or increased costs. Our agreement with Avnet is terminable at any time by either party upon 90 days written notice and does not provide for any specific purchase volumes. Our agreement with Foxconn has a three-year term that is subject to optional extensions absent notice of termination by either party. This agreement is terminable at any time by either party with 180-days' prior notice. Our agreements with our contract manufacturers do not provide for any specific volume purchase commitments and orders are placed on a purchase order basis. We work closely with our contract manufacturers to meet our product delivery requirements and to manage the manufacturing process and quality control.

Backlog

We typically accept and ship orders within a short time frame. In general, customers may cancel or reschedule orders without penalty, and delivery schedules requested by customers in their purchase orders vary based upon each customer' s particular needs. As a result, we do not believe that our backlog at any particular time is a reliable indicator of future revenue.

Competition

We operate in the intensely competitive data storage market that is characterized by constant change and innovation. Changes in the application requirements, datacenter infrastructure trends and the broader technology landscape result in evolving customer requirements for capacity, performance scalability and enterprise features of storage systems. Our main competitors fall into two categories:

- large storage system vendors such as EMC, Hitachi Data Systems and NetApp that offer a broad range of storage systems targeting various use cases and end markets; and
- large systems companies such as Cisco, Dell, HP, Lenovo and IBM that have acquired or licensed specialist storage technology in recent years to complement their internally-developed storage offerings and have the technical and financial resources to bring competitive products to market.

In addition, we compete against smaller specialized storage companies, including next-generation vendors of hybrid storage as well as vendors of hyper-converged products, defined as server compute and storage combined within a single chassis. As our market grows, it will attract new startups, more highly specialized vendors as well as larger vendors that may continue to acquire or bundle their products more effectively.

We believe the principal competitive factors in the storage market are as follows:

- Product features and enhancements, including ease of use, performance, reliability and scalability;
- Product pricing and total cost of ownership;
- Product interoperability with customer networks and backup software;
- Global sales and distribution capability;
- Ability to take advantage of improvements in industry standard components; and
- Customer support and service.

We believe we generally compete favorably with our competitors on the basis of these factors as a result of our hardware and software, product capabilities, ability to deliver the benefits of all-flash storage to a broad set of customers, management simplicity, ease of use and differentiated customer support. However, many of our competitors have substantially greater financial, technical and other resources, greater name recognition, larger sales and marketing budgets, broader distribution and larger and more mature intellectual property portfolios.

Intellectual Property

Our success depends in part upon our ability to protect our core technology and intellectual property. To establish and protect our proprietary rights, we rely on a combination of intellectual property rights, including patents, trademarks, copyrights, trade secret laws, license agreements, confidentiality procedures, employee disclosure and invention assignment agreements and other contractual rights.

As of July 31, 2015, we had over 200 total issued patents and over 150 patent applications in the United States and foreign countries. Our issued patents have expiration dates ranging from 2015 to 2034. We also license technology from third parties when we believe it will facilitate our product offerings or business. We have adopted a policy under which we will not assert patents acquired to date from third parties offensively, other than as part of a counterclaim.

We generally control access to and use of our proprietary software and other confidential information through the use of internal and external controls, including contractual protections with employees, contractors, customers and partners. Unauthorized parties may still copy or otherwise obtain and use our software and technology, despite our efforts to protect our trade secrets and proprietary rights through intellectual property rights, licenses and confidentiality agreements. We intend to expand our international operations, and effective patent, copyright, trademark and trade secret protection may not be available or may be limited in foreign countries.

The data storage industry is characterized by the existence of a large number of patents, trademarks, copyrights and other intellectual property rights, and by frequent litigation based on allegations of infringement or other violations of intellectual property rights. From time to time, third parties, including our competitors and non-practicing entities, may claim that our products or technologies infringe their proprietary rights and may assert patent, copyright, trade secret and other intellectual property rights against us and our customers, suppliers and channel partners. We are party to a number of agreements pursuant to which we are obligated to indemnify our customers, suppliers and channel partners against such claims. We expect that infringement claims may increase as the number of products and competitors in our market increase. In addition, to the extent that we gain greater visibility and market exposure as a public company, we face a higher risk of being the subject of intellectual property infringement claims from third parties. See the section titled “Risk Factors” for additional information.

Facilities

Our corporate headquarters are located in Mountain View, California. We also maintain offices in multiple locations in the United States and internationally in Europe, Asia, Australia, South America and Africa. We lease all of our facilities and do not own any real property. We expect to add facilities as we grow our employee base and expand geographically. We believe that our facilities are adequate to meet our needs for the immediate future, and that, should it be needed, suitable additional space will be available to accommodate expansion of our operations.

Employees

We believe the expertise of our people and our culture is a key enabler of our technology leadership. We had over 1,100 employees worldwide as of July 31, 2015. None of our employees is represented by a labor organization or is a party to any collective bargaining arrangement.

Legal Proceedings

On November 4, 2013, EMC filed a complaint against us in the United States District Court for the District of Massachusetts, alleging that our hiring of EMC employees evidences a scheme to misappropriate EMC' s confidential information and trade secrets and to unlawfully interfere with EMC' s business relationships with its customers and contractual relationships with its employees. The complaint seeks damages and injunctive relief. On November 26, 2013, we answered and counterclaimed, denying EMC' s allegations and alleging that EMC surreptitiously obtained and tested our product in a manner that constituted misappropriation of our trade secrets, a breach of contract, breach of the covenant of good faith and fair dealing, unlawful interference with our contractual and business relationships as well as unfair competition and a violation of Massachusetts General Law 93A, Sections 2 and 11. On November 18, 2014, we amended our counterclaim, additionally alleging that EMC has engaged in commercial disparagement, violated the Lanham Act and engaged in defamation. Our counterclaim seeks damages and declaratory and injunctive relief. Fact discovery has commenced and is currently scheduled to end on October 16, 2015. Expert discovery is scheduled to end on February 5, 2016, and the deadline for filing dispositive motions is March 31, 2016. The district court has scheduled a trial date for September 16, 2016.

In a separate litigation matter, on November 26, 2013, EMC filed a complaint against us in the United States District Court for the District of Delaware, alleging infringement of five patents held by EMC. The five patents are U.S. Patent 6,904,556 entitled "Systems and Methods Which Utilize Parity Sets," U.S. Patent 6,915,475 entitled "Data Integrity Management for Data Storage Systems," U.S. Patent 7,373,464 entitled "Efficient Data Storage System" and the related U.S. Patent 7,434,015 entitled "Efficient Data Storage System" and U.S. Patent 8,375,187 entitled "I/O Scheduling For Flash Drives." The complaint seeks damages and injunctive and equitable relief. On January 17, 2014, we filed a response to the complaint, denying all claims and asserting that EMC' s patents are invalid. Fact discovery has been concluded, and expert discovery is underway and is scheduled to end on August 28, 2015. The deadline for filing dispositive motions is October 2, 2015. Trial is currently scheduled for March 7, 2016.

In addition, we may, from time to time, be involved in various legal proceedings arising from the normal course of business, and an unfavorable resolution of any of these matters could materially affect our future results of operations, cash flows or financial position.

Pure Good Foundation

In August 2015, we established the Pure Good Foundation as a non-profit organization, and we intend to issue shares of our Class B common stock to this foundation in August 2015. We anticipate that the proposed programs of the Pure Good Foundation will include grants, humanitarian relief, volunteerism and social development projects. We believe that the Pure Good Foundation will foster employee morale, strengthen our community presence and provide increased brand visibility. We expect to incur a non-cash expense in the quarter ending October 31, 2015 equal to the fair value of the shares of Class B common stock issued to the Pure Good Foundation.

MANAGEMENT

Executive Officers and Directors

The following table sets forth information regarding our executive officers and directors as of July 31, 2015:

Name	Age	Position
Executive Officers		
Scott Dietzen	53	Chief Executive Officer and Director
John "Coz" Colgrove	52	Founder, Chief Technology Officer and Co-Chairman
David Hatfield	47	President
Timothy Riitters	42	Chief Financial Officer
Non-Employee Directors		
Mike Speiser	44	Co-Chairman
Aneel Bhusri(2)	49	Director
Mark Garrett(1)	57	Director
Anita Sands(1)(3)	39	Director
Frank Slootman(2)	56	Director
Michelangelo Volpi(1)(3)	48	Director

(1) Member of the Audit Committee.
(2) Member of the Compensation Committee.
(3) Member of the Nominating and Corporate Governance Committee.

Executive Officers

Scott Dietzen has served as our Chief Executive Officer and as a member of our board of directors since October 2010. From 2007 to 2009, Dr. Dietzen served in various roles at Yahoo! Inc., an internet technology company, including as interim Senior Vice President of Yahoo! Communications and Communities. From 2005 to 2007, Dr. Dietzen served as President and Chief Technology Officer of Zimbra, Inc., a provider of open source messaging and collaboration software until its sale to Yahoo! in 2007. From 1998 to 2004, Dr. Dietzen served in various roles at BEA Systems, Inc., including as BEA Systems' Chief Technology Officer. He had served as Vice President, Marketing at WebLogic, Inc., a provider of web application servers, which BEA Systems acquired in 1998. Dr. Dietzen previously served as Principal Technologist at Transarc Corporation, a filesystem software company, which was acquired by IBM. Dr. Dietzen currently serves on the board of directors of Cloudera, Inc. He earned a B.S. in Applied Mathematics and Computer Science and a M.S. and Ph.D. in Computer Science from Carnegie Mellon University. We believe that Dr. Dietzen is qualified to serve as a member of our board of directors because of his deep technology background and his extensive leadership experience across a range of technology companies.

John "Coz" Colgrove has served as our Chief Technology Officer and as a member of our board of directors since founding Pure Storage in October 2009. Since May 2014, Mr. Colgrove has served as Co-Chairman of our board of directors. In 2009, Mr. Colgrove served as an Entrepreneur in Residence at Sutter Hill Ventures, a venture capital firm. From 2005 to 2008, Mr. Colgrove served as a Fellow and Chief Technology Officer for the Datacenter Management Group of Symantec Corporation, an information security firm. Mr. Colgrove was one of the founding engineers and a Fellow at Veritas Software Corp., a provider of storage management solutions, which merged with Symantec in 2005. Mr. Colgrove earned his B.S. in Computer Science from Rutgers University and holds over 100 patents in the areas of computer system and data storage design. We believe that Mr. Colgrove is qualified to serve as a member of our board of directors because of his industry knowledge and his experience as a founder of Pure Storage, as well as his leadership experience and deep technical expertise.

David Hatfield has served as our President since January 2013. From March 2007 to January 2013, Mr. Hatfield served as Senior Vice President of Worldwide Sales, Marketing, Products and Services and President of SaaS at Limelight Networks, Inc., a digital presence management software company, where he was responsible for establishing their customer operations and global channel. From 2006 to 2007, Mr. Hatfield served as Vice President-General Manager of Professional Services for the Americas at Symantec and as Symantec' s Vice President of Sales from 2005 to 2006. From 2003 to 2005, Mr. Hatfield served as Vice President of Sales at Veritas Software. Mr. Hatfield earned a B.S. in Political Science from Santa Clara University.

Timothy Riitters has served as our Chief Financial Officer since August 2014. From January 2010 to August 2014, Mr. Riitters served as Senior Director of Corporate Finance at Google, Inc., an internet technology company, where he was responsible for overseeing their annual planning and budget process. From 2007 to 2010, Mr. Riitters served as Director, EMEA Financial Operations at Google, and from 2004 to 2007, as Finance Process Manager. From 2002 to 2004, Mr. Riitters served as a Senior Product Manager at Siebel Systems, Inc., a software company. Mr. Riitters previously worked at Deloitte & Touche LLP, an accounting firm. Mr. Riitters is a certified public accountant (inactive) and earned a B.S. in Accounting from the University of Minnesota and an M.B.A. from Northwestern University.

Non-Employee Directors

Mike Speiser has served on our board of directors since October 2009 and as Co-Chairman of our board of directors since May 2014. Since 2008, Mr. Speiser has served as a Managing Director at Sutter Hill Ventures, a venture capital firm. From 2007 to 2008, Mr. Speiser served as Vice President of Community Products at Yahoo! Inc. From 2006 to 2007, Mr. Speiser served as President and Chief Executive Officer of Bix, Inc., an internet company that Mr. Speiser founded. From 2005 to 2006, Mr. Speiser served as a technical advisor to Symantec. From 2001 to 2005, Mr. Speiser served as Vice President of Product Management and Product Marketing at Veritas Software. Mr. Speiser earned a B.A. in Political Science from the University of Arizona and an M.B.A. from Harvard Business School. We believe that Mr. Speiser is qualified to serve as a member of our board of directors because of his early and active involvement with Pure Storage and his extensive leadership and operational experience, as well as his perspective as a venture investor.

Aneel Bhusri has served on our board of directors since July 2010. Since 1999, Mr. Bhusri has served as a partner at Greylock Partners, a venture capital firm. Since 2005, Mr. Bhusri has served as a member of the board of directors of Workday, Inc., an enterprise cloud application provider that he co-founded, as Co-Chief Executive Officer from September 2009 to May 2014, as Chairman from January 2012 to May 2014 and as Chief Executive Officer since May 2014. From 1993 to 2004, Mr. Bhusri held a number of senior management positions with PeopleSoft, Inc., a human resource management systems company, including Senior Vice President, Product Strategy, Marketing and Business Development and from 1999 to 2002 and in 2004, as Vice Chairman of the Board of Directors of PeopleSoft. Mr. Bhusri currently serves on the board of directors of Intel Corporation. From 2002 to 2009, Mr. Bhusri was a member of the board of directors of Data Domain Corporation, where he held the position of Chairman from 2007 to 2009. Mr. Bhusri earned a B.S. in Electrical Engineering and a B.A. in Economics from Brown University and an M.B.A. from Stanford University. Mr. Bhusri currently serves on the board of directors of a number of privately held companies. We believe that Mr. Bhusri is qualified to serve as a member of our board of directors because of his extensive executive leadership and operational experience, including his service as an executive and director of multiple high growth technology companies.

Mark Garrett has served on our board of directors since July 2015. Since 2007, Mr. Garrett has served as Executive Vice President and Chief Financial Officer of Adobe Systems Incorporated. From 2004 to 2007, Mr. Garrett served as Senior Vice President and Chief Financial Officer of the Software Group of EMC Corporation, an information technology company. From 2002 to 2004 and from 1997 to 1999, Mr. Garrett served as Executive Vice President and Chief Financial Officer of Documentum, Inc., including throughout its acquisition by EMC in December 2003. Mr. Garrett currently serves on the board of directors of Model N, Inc. From October 2008 to August 2015, Mr. Garrett served on the board of directors of Informatica Corporation. Mr. Garrett earned a B.S. in accounting and marketing from Boston University and an M.B.A. from Marist College. We believe that

Mr. Garrett is qualified to serve as a member of our board of directors because of his extensive management and financial experience, as well as his relevant industry knowledge.

Anita Sands has served on our board of directors since July 2015. From April 2012 to September 2013, Dr. Sands served as Group Managing Director and Head of Change Leadership and a member of the Wealth Management Americas Executive Committee of UBS Financial Services, a global financial services firm. From April 2010 to April 2012, Dr. Sands served as Group Managing Director and Chief Operating Officer of Wealth Management Americas at UBS Financial Services. From October 2009 to April 2010, Dr. Sands served as Transformation Consultant at UBS Financial Services. From 2008 to 2009, Dr. Sands served as Managing Director, Head of Transformation Management at Citigroup' s Global Operations and Technology organization. Prior to that, Dr. Sands also held several leadership positions with RBC Financial Group and CIBC. Dr. Sands currently serves on the board of directors of Symantec Corporation, ServiceNow, Inc. and a non-profit organization. Dr. Sands earned a B.S. in Physics and Applied Mathematics from The Queen' s University of Belfast, Northern Ireland, a Ph.D. in Atomic and Molecular Physics from The Queen' s University of Belfast, Northern Ireland and a M.S. in Public Policy and Management from Carnegie Mellon University. We believe that Dr. Sands is qualified to serve as a member of our board of directors because of her extensive leadership and operational experience at global financial services firms, as well as her service as a director of multiple large technology companies.

Frank Slootman has served on our board of directors since May 2014. Since May 2011, Mr. Slootman has served as President and Chief Executive Officer, and as a member of the board of directors, of ServiceNow, Inc., an enterprise IT cloud company. From January 2011 to April 2011, Mr. Slootman served as a Partner with Greylock Partners, a venture capital firm. From 2011 to 2012, Mr. Slootman served as an advisor to EMC Corporation. From 2009 to 2011, Mr. Slootman served as President of the Backup Recovery Systems Division at EMC. From 2003 to 2009, Mr. Slootman served as President and Chief Executive Officer of Data Domain Corporation, an information technology company, which was acquired by EMC in 2009. Since August 2011, Mr. Slootman has served as a member of the board of directors of Imperva, Inc. Mr. Slootman earned undergraduate and graduate degrees in Economics from the Netherlands School of Economics, Erasmus University Rotterdam. We believe that Mr. Slootman is qualified to serve as a member of our board of directors because of his extensive executive leadership and operational experience, as well as his relevant industry knowledge.

Michelangelo Volpi has served on our board of directors since April 2014. Since July 2009, Mr. Volpi has served as a partner at Index Ventures, a venture capital firm. From 2007 to 2009, Mr. Volpi served as Chief Executive Officer for Joost Inc., an internet video services company. From 1994 to 2007, Mr. Volpi served in various executive roles at Cisco Systems, Inc., a technology company, including Chief Strategy Officer and Senior Vice President and General Manager, Routing and Service Provider Group. Mr. Volpi currently serves on the board of directors of Hortonworks, Inc., Exor S.p.A. and a number of privately held companies. From April 2010 to April 2013, Mr. Volpi served on the board of directors of Telefonaktiebolaget L.M. Ericsson. Mr. Volpi earned a B.S. in Mechanical Engineering, an M.S. in Manufacturing Systems Engineering and an M.B.A. from Stanford University. We believe that Mr. Volpi is qualified to serve as a member of our board of directors because of his leadership experience, expertise as a venture capital investor and knowledge regarding the technology industry.

Family Relationships

There are no family relationships among any of the directors or executive officers.

Board Composition

Certain members of our board of directors were elected pursuant to the provisions of a voting agreement. Under the terms of this voting agreement, the stockholders who are party to the voting agreement have agreed to vote their respective shares so as to elect: (1) one director designated by Sutter Hill Ventures, currently Mr. Speiser; (2) one director designated by Greylock XIII Limited Partnership, currently Mr. Bhusri; (3) one director designated by Redpoint Ventures IV, L.P., currently not designated; (4) one director designated by

Index Ventures VI (Jersey), L.P., currently Mr. Volpi; and (5) one director designated by the holders of a majority of shares held by key holders providing services to us, currently Mr. Colgrove. The holders of a majority of our preferred stock and common stock, voting together as a single class, further designated Dr. Dietzen and Mr. Slootman for election to our board of directors. The voting agreement will terminate upon the closing of this offering and none of our stockholders will have any special rights regarding the election or designation of members of our board of directors. There is no contractual arrangement by which Mr. Garrett and Dr. Sands were appointed to our board of directors.

Our board of directors will consist of eight members upon the closing of this offering. In accordance with the amended and restated certificate of incorporation to be filed in connection with this offering, immediately after this offering, our board of directors will be divided into three classes. At each annual general meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following the election. Our directors will be divided among the three classes as follows:

The Class I directors will be Mr. Colgrove and Dr. Dietzen, and their terms will expire at the annual meeting of stockholders to be held in 2016;

The Class II directors will be Messrs. Garrett, Slootman and Speiser, and their terms will expire at the annual meeting of stockholders to be held in 2017; and

The Class III directors will be Dr. Sands and Messrs. Bhusri and Volpi, and their terms will expire at the annual meeting of stockholders to be held in 2018.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Director Independence

Under the listing requirements and rules of the , or , independent directors must comprise a majority of our board of directors as a listed company within one year of the closing of this offering.

Our board of directors has undertaken a review of its composition, the composition of its committees and the independence of each director. Based upon information requested from and provided by each director concerning his background, employment and affiliations, including family relationships, our board of directors has determined that Dr. Sands and Messrs. Bhusri, Garrett, Slootman and Volpi do not have any relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the applicable rules and regulations of the SEC and the listing requirements and rules of . Dr. Dietzen is not independent due to his position as our Chief Executive Officer, Mr. Colgrove is not independent due to his position as our Chief Technology Officer, and Mr. Speiser is not independent due to his stock option grant in exchange for his interim oversight of a portion of our research and development team from April 2013 to November 2013. Accordingly, a majority of our directors are independent, as required under applicable rules. In making this determination, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including their beneficial ownership of our capital stock, and with respect to Mr. Bhusri, his position as the Chief Executive Officer of Workday, Inc., Mr. Slootman, his position as President and Chief Executive Officer of ServiceNow, Inc. and Mr. Garrett, his position as the Chief Financial Officer of Adobe Systems Incorporated. In the ordinary course of business, each of Workday, Inc., ServiceNow, Inc. and Adobe Systems Incorporated, have purchased our products and related services, and we have purchased products and related services from Workday, Inc., ServiceNow, Inc. and Adobe Systems Incorporated.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee. Our board of directors may establish other committees to facilitate the management of our business. The composition and functions of each committee are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

Our audit committee consists of Dr. Sands and Messrs. Volpi and Garrett. Our board of directors has determined that Dr. Sands and Messrs. Volpi and Garrett are independent under the listing standards and Rule 10A-3(b)(1) of the Exchange Act. The chair of our audit committee is Mr. Garrett. Our board of directors has determined that Mr. Garrett is an "audit committee financial expert" within the meaning of SEC regulations. Our board of directors has also determined that each member of our audit committee can read and understand fundamental financial statements in accordance with applicable requirements. In arriving at these determinations, the board of directors has examined each audit committee member' s scope of experience and the nature of their employment in the corporate finance sector.

The primary purpose of the audit committee is to discharge the responsibilities of our board of directors with respect to our accounting, financial and other reporting and internal control practices and to oversee our independent registered accounting firm. Specific responsibilities of our audit committee include:

- selecting a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;
- helping to ensure the independence and performance of the independent registered public accounting firm;
- discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent accountants, our interim and year-end operating results;
- developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- reviewing our policies on risk assessment and risk management;
- reviewing related party transactions;
- obtaining and reviewing a report by the independent registered public accounting firm at least annually, that describes our internal quality control procedures, any material issues with such procedures, and any steps taken to deal with such issues when required by applicable law; and
- approving (or, as permitted, pre-approving) all audit and all permissible non-audit services, other than de minimis non-audit services, to be performed by the independent registered public accounting firm.

Compensation Committee

Our compensation committee consists of Messrs. Bhusri and Slootman. Our board of directors has determined that Messrs. Bhusri and Slootman are independent under listing standards, are "non-employee directors" as defined in Rule 16b-3 promulgated under the Exchange Act and are "outside directors" as that term is defined in Section 162(m) of the Code. The chair of our compensation committee is Mr. Bhusri.

The primary purpose of our compensation committee is to discharge the responsibilities of our board of directors to oversee our compensation policies, plans and programs and to review and determine the compensation to be paid to our executive officers, directors and other senior management, as appropriate. Specific responsibilities of our compensation committee include:

- reviewing and approving, or recommending that our board of directors approve, the compensation of our executive officers;

reviewing and recommending to our board of directors the compensation of our directors;

reviewing and approving, or recommending that our board of directors approve, the terms of compensatory arrangements with our executive officers;

administering our stock and equity incentive plans;

selecting independent compensation consultants and assessing whether there are any conflicts of interest with any of the committees compensation advisers;

reviewing and approving, or recommending that our board of directors approve, incentive compensation and equity plans, severance agreements, change-of-control protections and any other compensatory arrangements for our executive officers and other senior management, as appropriate; and

reviewing and establishing general policies relating to compensation and benefits of our employees and reviewing our overall compensation philosophy.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee consists of Dr. Sands and Mr. Volpi. The chair of our nominating and corporate governance committee is Dr. Sands. Each member of the nominating and corporate governance committee is independent within the meaning of applicable listing standards, is a non-employee director and is free from any relationship that would interfere with the exercise of his or her independent judgment, as determined by the board of directors in accordance with the applicable listing standards.

Specific responsibilities of our nominating and corporate governance committee include:

identifying, evaluating and selecting, or recommending that our board of directors approve, nominees for election to our board of directors;

evaluating the performance of our board of directors and of individual directors;

considering and making recommendations to our board of directors regarding the composition of the committees of the board of directors;

reviewing developments in corporate governance practices;

evaluating the adequacy of our corporate governance practices and reporting;

reviewing management succession plans;

developing and making recommendations to our board of directors regarding corporate governance guidelines and matters; and

overseeing an annual evaluation of the board of directors' performance.

Code of Conduct

We have adopted a code of conduct that applies to all of our employees, officers, including our principal executive officer, principal financial officer and principal accounting officer or controller, or persons performing similar functions and agents and representatives, including directors and consultants. The full text of our code of conduct will be posted on our website at www.purestorage.com. We intend to disclose future amendments to certain provisions of our code of conduct, or waivers of such provisions applicable to any principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, and our directors, on our website identified above.

Compensation Committee Interlocks and Insider Participation

None of the members of the compensation committee is currently, or has been at any time, one of our officers or employees. None of our executive officers currently serves, or has served during the last year, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Non-Employee Director Compensation

The following table sets forth information concerning the compensation paid to our non-employee directors during the fiscal year ended January 31, 2015.

Name	Option Awards(1)	
Aneel Bhusri	$ –	
Satish Dharmaraj(2)	–	
Mark Garrett(3)	–	
Anita Sands(4)	–	
Frank Slootman(5)	856,698	(6)
Mike Speiser(7)	–	
Michelangelo Volpi	–	

(1) The amount shown in this column does not reflect dollar amount actually received by the director. Instead, this amount reflects the aggregate grant date fair value of this stock option granted in the fiscal year ended January 31, 2015, computed in accordance with the provisions of FASB ASC Topic 718. Assumptions used in the calculation of this amount are included in Note 9 to our consolidated financial statements included in this prospectus. As required by SEC rules, the amount shown excludes the impact of estimated forfeitures related to service-based vesting conditions. Our director will only realize compensation to the extent the trading price of our common stock is greater than the exercise price of this stock option.

(2) Mr. Dharmaraj resigned from our board of directors in July 2015.

(3) Mr. Garrett joined our board of directors in July 2015. In July 2015, we granted Mr. Garrett an option to purchase 300,000 shares of our Class B common stock with an exercise price of $18.16 per share. The shares vest monthly over six years, with 5,000 of the shares vesting monthly over the first three years and 3,333 of the shares vesting monthly over the subsequent three years, subject to continued service on our board of directors through each relevant vesting date.

(4) Dr. Sands joined our board of directors in July 2015. In July 2015, we granted Dr. Sands an option to purchase 300,000 shares of our Class B common stock with an exercise price of $18.16 per share. The shares vest monthly over six years, with 5,000 of the shares vesting monthly over the first three years and 3,333 of the shares vesting monthly over the subsequent three years, subject to continued service on our board of directors through each relevant vesting date.

(5) Mr. Slootman joined our board of directors in May 2014.

(6) Represents an option to purchase 160,000 shares of our Class B common stock with an exercise price of $8.46 per share, which vests monthly over two years. In April 2013, we granted Mr. Slootman an option to purchase 360,000 shares of our Class B common stock with an exercise price of $1.50 per share, which vests monthly over three years, subject to continued service on our board of directors through each relevant vesting date.

(7) In June 2013, we granted Mr. Speiser an option to purchase 1,444,820 shares of our Class B common stock with an exercise price of $1.50 per share in exchange for his interim oversight of a portion of our research and development team from April 2013 to November 2013. The shares subject to this option vest upon the occurrence of a performance based milestone tied to bookings of products developed by this team. In June 2013, Mr. Speiser early exercised this option and transferred the shares to Sutter Hill Ventures and certain general partners of Sutter Hill Ventures in accordance with the terms of his employment. The shares of Class B common stock issued upon exercise of the option remain subject to a right of repurchase in favor of us.

Dr. Sands and Messrs. Garrett and Slootman are the only non-employee directors who currently hold options to purchase shares of Class B common stock. We currently reimburse our directors for their reasonable out-of-pocket expenses in connection with attending board of directors and committee meetings. From time to time, we have granted stock options to certain of our non-employee directors as compensation for their services.

Non-Employee Director Compensation Policy

We intend to adopt a non-employee director compensation policy following the closing of this offering and on terms to be determined at a later date by our board of directors, pursuant to which our non-employee directors will be eligible to receive compensation for service on our board of directors and committees of our board of directors.

EXECUTIVE COMPENSATION

Our named executive officers, consisting of our principal executive officer and the next two most highly compensated executive officers as of January 31, 2015, were:

Scott Dietzen, Chief Executive Officer;

David Hatfield, President; and

Timothy Riitters, Chief Financial Officer.

Fiscal 2015 Summary Compensation Table

The following table presents all of the compensation awarded to or earned by our named executive officers during the fiscal year ended January 31, 2015.

Name and Principal Position	Year	Salary	Option Awards(1)	Nonequity Incentive Plan Compensation	All Other Compensation	Total
Scott Dietzen *Chief Executive Officer*	2015	$250,000	$3,189,524	$ 111,864 (2)	$1,404,388 (3)	$4,955,776
David Hatfield *President*	2015	300,000	2,657,937	425,332 (4)	7,274,645 (5)	10,657,914
Timothy Riitters *Chief Financial Officer*	2015	108,333(6)	8,965,770	60,411 (2)	2,385 (7)	9,136,899

(1) The amount shown in this column does not reflect dollar amount actually received by our named executive officers. Instead, this amount reflects the aggregate grant date fair value of this stock option granted in the fiscal year ended January 31, 2015, computed in accordance with the provisions of FASB ASC Topic 718. Assumptions used in the calculation of this amount are included in Note 9 to our consolidated financial statements included in this prospectus. As required by SEC rules, the amount shown excludes the impact of estimated forfeitures related to service-based vesting conditions. Our named executive officers will only realize compensation to the extent the trading price of our common stock is greater than the exercise price of such stock options.

(2) Represents quarterly bonuses earned by Dr. Dietzen and Mr. Riitters under our incentive compensation plan for officers for the fiscal year ended January 31, 2015. The amounts reported represent performance-based cash incentives earned by each named executive officer based on the achievement of certain company and individual and departmental management goals and the individual' s target incentive compensation amount. Incentive compensation awards are paid quarterly, based on the achievement of the objectives agreed to at the beginning of each quarter.

(3) Includes (i) $1,395,423 of shares sold by Dr. Dietzen in our July 2014 tender offer, which is the difference between the purchase price per share of $15.7259 paid by us and $8.46 per share, the fair market value of the shares as of the date of repurchase; (ii) $4,500 in employer contributions to Dr. Dietzen' s health savings account; (iii) $3,832 in travel expenses associated with Dr. Dietzen' s spouse attending a company-sponsored event; and (iv) $633 in life insurance premiums.

(4) Represents sales commissions earned by Mr. Hatfield during the fiscal year ended January 31, 2015.

(5) Includes (i) $7,265,900 of shares sold by Mr. Hatfield in our July 2014 tender offer, which is the difference between the purchase price per share of $15.7259 paid by us and $8.46 per share, the fair market value of the shares as of the date of repurchase; (ii) $4,500 in employer contributions to Mr. Hatfield' s health savings account; (iii) $3,832 in travel expenses associated with Mr. Hatfield' s spouse attending a company-sponsored event; and (iv) $413 in life insurance premiums.

(6) Mr. Riitters commenced his employment with us in August 2014.

(7) Includes (i) $2,250 in employer contributions to Mr. Riitters' health savings account and (ii) $135 in life insurance premiums.

Outstanding Equity Awards as of January 31, 2015

The following table presents information regarding outstanding equity awards held by our named executive officers as of January 31, 2015. All awards were granted under our 2009 Equity Incentive Plan.

			Option Awards				
Name	Grant Date	Vesting Commencement Date	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)		Option Exercise Price	Option Expiration Date
Scott Dietzen	01/30/2014	03/20/2017	–	300,000	(1)(2)	$2.5750	01/29/2024
	03/28/2014	04/01/2018	–	600,000	(2)(3)	2.9800	03/27/2024
David Hatfield	02/06/2013	01/15/2013	1,052,112	(2)(4) –		1.2250	02/05/2023
	01/30/2014	07/15/2016	–	400,000	(2)(5)	2.5750	01/29/2024
	03/28/2014	01/01/2018	–	500,000	(2)(3)	2.9800	03/27/2024
Timothy Riitters	10/08/2014	08/26/2014	–	1,050,000	(2)(6)	9.6500	10/07/2024
	10/08/2014	08/26/2018	–	350,000	(2)(3)	9.6500	10/07/2024

(1) 1/12th of the total shares subject to this option grant will vest monthly measured from the vesting commencement date, subject to executive officer' s continued service. No shares were vested as of January 31, 2015.

(2) The unvested shares subject to this option are subject to accelerated vesting upon a qualifying termination, as described in the section titled "Employment, Severance and Change in Control Agreements."

(3) 1/24th of the total shares subject to this option grant will vest monthly measured from the vesting commencement date, subject to executive officer' s continued service. No shares were vested as of January 31, 2015.

(4) 1/48th of the total shares subject to this option will vest monthly measured from the vesting commencement date, subject to executive officer' s continued service. No shares were vested as of January 31, 2015. The shares subject to this option are early exercisable by Mr. Hatfield, subject to our right to repurchase unvested shares in the event Mr. Hatfield' s employment terminates.

(5) 1/18th of the total shares subject to this option grant will vest monthly measured from the vesting commencement date, subject to executive officer' s continued service. No shares were vested as of January 31, 2015.

(6) 1/4th of the total shares subject to this option grant will vest one year after the vesting commencement date; 1/48th of the total shares subject to this option grant will vest monthly thereafter over the following three years, subject to executive officer' s continued service. No shares were vested as of January 31, 2015.

Emerging Growth Company Status

We are an "emerging growth company," as defined in the JOBS Act. As an emerging growth company we will be exempt from certain requirements related to executive compensation, including, but not limited to, the requirements to hold a nonbinding advisory vote on executive compensation and to provide information relating to the ratio of total compensation of our Chief Executive Officer to the median of the annual total compensation of all of our employees, each as required by the Investor Protection and Securities Reform Act of 2010, which is part of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Pension Benefits

Our named executive officers did not participate in, or otherwise receive any benefits under, any pension or retirement plan sponsored by Pure during the fiscal year ended January 31, 2015.

Nonqualified Deferred Compensation

Our named executive officers did not participate in, or earn any benefits under, a non-qualified deferred compensation plan sponsored by Pure during the fiscal year ended January 31, 2015.

Employment, Severance and Change in Control Agreements

We have offer letters with each of our executive officers other than Mr. Colgrove. The offer letters generally provide for at-will employment and set forth the executive officer' s initial base salary, initial equity grant

amount, eligibility for employee benefits and in some cases severance benefits upon a qualifying termination of employment. In addition, each of our named executive officers has executed of our standard proprietary information and inventions agreement. The key terms of employment with our executive officers are described below.

Scott Dietzen

In September 2010, we entered into an offer letter agreement with Scott Dietzen, our Chief Executive Officer. Dr. Dietzen' s annual base salary as of January 31, 2015 was $250,000. Under the terms of his offer letter, Dr. Dietzen was granted an option to purchase 6,344,208 shares of Class B common stock with an exercise price of $0.1350 per share vesting monthly over 48 months from September 2010. In June 2012, Dr. Dietzen was granted an option to purchase 1,153,926 shares of Class B common stock with an exercise price of $0.49 per share vesting monthly over 30 months from September 2014. In January 2014, Dr. Dietzen was granted an option to purchase 300,000 shares of Class B common stock with an exercise price of $2.575 per share vesting monthly over 12 months from March 2017. In March 2014, Dr. Dietzen was granted an option to purchase 600,000 shares of Class B common stock with an exercise price of $2.98 per share vesting monthly over 24 months from April 2018. Dr. Dietzen is eligible to earn a bonus with an annual target of $100,000 paid in quarterly installments based on the achievement of certain Company and individual goals.

If Dr. Dietzen' s employment is terminated without cause or he terminates his employment for good reason, on or within 12 months following a change in control, all outstanding shares subject to his outstanding equity awards shall vest in full as of his termination date. Dr. Dietzen must sign a release of claims agreement as a pre-condition of receiving this termination benefit.

David Hatfield

In November 2012, we entered into an offer letter agreement with David Hatfield, our President. Mr. Hatfield' s annual base salary as of January 31, 2015 was $300,000 and we paid him a signing and retention bonus of $250,000. Under the terms of his offer letter, Mr. Hatfield was granted (i) an option to purchase 3,347,054 shares of Class B common stock with an exercise price of $1.225 per share vesting monthly over 48 months from January 2013, (ii) an option to purchase 334,704 shares of Class B common stock with an exercise price of $1.225 vesting upon the achievement of certain milestones during the fiscal year ended January 31, 2014, which milestones the board determined were met, and (iii) an option to purchase 334,704 shares of Class B common stock with an exercise price of $1.225 vesting upon the achievement of certain milestones during the fiscal year ended January 31, 2015, which milestones the board determined were met. In January 2014, Mr. Hatfield was granted an option to purchase 400,000 shares of Class B common stock with an exercise price of $2.575 per share vesting monthly over 18 months from July 2016. In March 2014, Mr. Hatfield was granted an option to purchase 500,000 shares of Class B common stock with an exercise price of $2.98 per share vesting monthly over 24 months from January 2018. In March 2015, Mr. Hatfield was granted an option to purchase 150,000 shares of Class B common stock with an exercise price of $13.20 per share vesting monthly over 12 months from February 2020. Mr. Hatfield is entitled to earn sales commissions based on his and our performance against annual targets with quarterly objectives, with a target commission of $300,000.

Pursuant to the terms of his offer letter, if Mr. Hatfield' s employment is terminated without cause or he terminates his employment for good reason, and other than as result of his death or disability, he will be eligible to receive certain severance benefits, the conditions of which vary depending on whether such termination occurs in connection with a change in control. If termination of employment occurs absent a change in control, Mr. Hatfield will be eligible to receive continuation of his base salary and reimbursement of COBRA payments for a period of nine months and vesting of 25% of the then-unvested shares subject to any then-outstanding stock options. If termination of employment occurs on or within 18 months following a change in control, Mr. Hatfield will be eligible to receive the salary and COBRA payments as described in the preceding sentence and vesting of all of the then-unvested shares subject to any then outstanding stock options. Mr. Hatfield must sign a release of claims agreement as a pre-condition of receiving these termination benefits.

Timothy Riitters

In August 2014, we entered into an offer letter agreement with Timothy Riitters, our Chief Financial Officer. Mr. Riitters' annual base salary as of January 31, 2015 was $250,000. Under the terms of his offer letter, Mr. Riitters was granted an option to purchase 1,050,000 shares of Class B common stock with an exercise price of $9.65 per share with 25% of the shares vesting in August 2015 and the remainder vesting monthly over 36 months from August 2015, and an option to purchase 350,000 shares of Class B common stock with an exercise price of $9.65 per share vesting monthly over 24 months from August 2018. In March 2015, Mr. Riitters was granted an option to purchase 75,000 shares of Class B common stock with an exercise price of $13.20 per share vesting monthly over 12 months from September 2020. Mr. Riitters is eligible to earn a bonus with an annual target of $125,000, paid in quarterly installments, based on our achievement of our global bookings target for that quarter, as determined by our Chief Executive Officer.

Pursuant to the terms of his offer letter, if Mr. Riitters' employment is terminated without cause or if he terminates his employment for good reason, and other than as result of his death or disability, he will be eligible to receive certain severance benefits, the conditions of which vary depending on whether such termination occurs in connection with a change in control. If termination of employment occurs absent a change in control, Mr. Riitters will be eligible to receive continuation of his base salary and reimbursement of COBRA payments for a period of nine months and he will continue to vest in his option for six months after the date of such termination. If termination of employment occurs on or within 12 months following a change in control, Mr. Riitters will be eligible to receive the salary and COBRA payments as described in the preceding sentence and vesting of all of the then-unvested shares subject to any then outstanding stock options. Mr. Riitters must sign a release of claims agreement as a pre-condition of receiving these termination benefits.

John Colgrove

If Mr. Colgrove' s employment is terminated without cause or he terminates his employment for good reason on or within 18 months following a change in control, all unvested shares of stock subject to his outstanding equity awards shall immediately become fully vested. In connection with the formation of our Company, in June 2012, Mr. Colgrove was granted an option to purchase 1,153,926 shares of Class B common stock with an exercise price of $0.49 per share vesting monthly over 30 months from October 2013. In January 2014, Mr. Colgrove was granted an option to purchase 600,000 shares of Class B common stock with an exercise price of $2.575 per share vesting monthly over 24 months from April 2016. In March 2014, Mr. Colgrove was granted an option to purchase 600,000 shares of Class B common stock with an exercise price of $2.98 per share vesting monthly over 24 months from April 2018. Mr. Colgrove is eligible to earn a bonus with an annual target of $100,000 paid in quarterly installments based on the achievement of certain Company and individual goals.

Employee Benefit Plans

We believe that our ability to grant equity-based awards is a valuable and necessary compensation tool that aligns the long-term financial interests of our employees, consultants and directors with the financial interests of our stockholders. In addition, we believe that our ability to grant options and other equity-based awards helps us to attract, retain and motivate employees, consultants and directors and encourages them to devote their best efforts to our business and financial success. The principal features of our equity incentive plans and our 401(k) plan are summarized below. These summaries are qualified in their entirety by reference to the actual text of the plans, which, other than the 401(k) plan, are filed as exhibits to the registration statement of which this prospectus is a part.

2015 Equity Incentive Plan

Our board of directors adopted our 2015 Equity Incentive Plan, or our 2015 Plan, in 2015, and our stockholders approved the 2015 Plan in 2015. Our 2015 Plan provides for the grant of incentive stock options to our employees and for the grant of nonstatutory stock options, stock appreciation rights,

restricted stock awards, restricted stock unit awards, performance stock awards, performance cash awards, and other forms of equity compensation to our employees, directors and consultants.

Authorized Shares. The maximum number of shares of our Class A common stock that may be issued under our 2015 Plan is . In addition, the number of shares of our Class A common stock reserved for issuance under our 2015 Plan will automatically increase on the first day of January for a period of up to 10 years, commencing on January 1, 2016, in an amount equal to % of the total number of shares of our capital stock outstanding on the last day of the preceding fiscal year, or a lesser number of shares determined by our board of directors. The maximum number of shares of our Class A common stock that may be issued upon the exercise of incentive stock options under our 2015 Plan is .

Shares subject to stock awards granted under our 2015 Plan that expire or terminate without being exercised in full, or that are paid out in cash rather than in shares, do not reduce the number of shares available for issuance under our 2015 Plan. Additionally, shares issued pursuant to stock awards under our 2015 Plan that we repurchase or that are forfeited, as well as shares used to pay the exercise price of a stock award or to satisfy the tax withholding obligations related to a stock award, become available for future grant under our 2015 Plan.

Plan Administration. Our board of directors, or a duly authorized committee of our board of directors, will administer our 2015 Plan. Our board of directors may also delegate to one or more of our officers the authority to (1) designate employees (other than officers) to receive specified stock awards and (2) determine the number of shares subject to such stock awards. Under the 2015 Plan, our board of directors has the authority to determine the terms of awards, including recipients, the exercise, purchase or strike price of stock awards, if any, the number of shares subject to each stock award, the fair market value of a share of our Class A common stock, the vesting schedule applicable to the awards, together with any vesting acceleration, the form of consideration, if any, payable upon exercise or settlement of the award and the terms of the award agreements.

The board of directors may also modify outstanding awards under our 2015 Plan, with the consent of any adversely affected participant. The board of directors has the authority to reprice any outstanding option or stock appreciation right, cancel any outstanding stock award in exchange for new stock awards, cash or other consideration, or take any other action that is treated as a repricing under GAAP, with the consent of any adversely affected participant.

Section 162(m) Limits. At such time as necessary for compliance with Section 162(m) of the Code, no participant may be granted stock awards covering more than shares of our common stock under the 2015 Plan during any calendar year pursuant to stock options, stock appreciation rights and other stock awards whose value is determined by reference to an increase over an exercise price or strike price of at least 100% of the fair market value of our common stock on the date of grant. Additionally, no participant may be granted in a calendar year a performance stock award covering more than shares of our Class A common stock or a performance cash award having a maximum value in excess of $ under our 2015 Plan. The limitations are designed to allow us to grant compensation that will not be subject to the $1,000,000 annual limitation on the income tax deductibility of compensation paid to a covered executive officer imposed by Section 162(m) of the Code.

Stock Options. Incentive stock options and nonstatutory stock options are granted pursuant to stock option agreements adopted by the plan administrator. The plan administrator determines the exercise price for stock options, within the terms and conditions of the 2015 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the 2015 Plan vest at the rate specified in the stock option agreement as determined by the plan administrator.

Restricted Stock Unit Awards. Restricted stock unit awards are granted pursuant to restricted stock unit award agreements adopted by the plan administrator. Restricted stock unit awards may be granted in

consideration for any form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. A restricted stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the plan administrator or in any other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a restricted stock unit award. Except as otherwise provided in the applicable award agreement, restricted stock units that have not vested will be forfeited upon the participant' s cessation of continuous service for any reason.

Restricted Stock Awards. Restricted stock awards are granted pursuant to restricted stock award agreements adopted by the plan administrator. A restricted stock award may be awarded in consideration for cash, check, bank draft or money order, past services to us or any other form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. The plan administrator determines the terms and conditions of restricted stock awards, including vesting and forfeiture terms. If a participant' s service relationship with us ceases for any reason, we may receive through a forfeiture condition or a repurchase right any or all of the shares of Class A common stock held by the participant that have not vested as of the date the participant terminates service with us.

Stock Appreciation Rights. Stock appreciation rights are granted pursuant to stock appreciation grant agreements adopted by the plan administrator. The plan administrator determines the purchase price or strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. A stock appreciation right granted under the 2015 Plan vests at the rate specified in the stock appreciation right agreement as determined by the plan administrator.

Performance Awards. The 2015 Plan permits the grant of performance-based stock and cash awards that may qualify as performance-based compensation that is not subject to the $1,000,000 limitation on the income tax deductibility imposed by Section 162(m) of the Code. Our compensation committee may structure awards so that the stock or cash will be issued or paid only following the achievement of certain pre-established performance goals during a designated performance period.

Other Stock Awards. The plan administrator may grant other awards based in whole or in part by reference to our Class A common stock. The plan administrator will set the number of shares under the stock award and all other terms and conditions of such awards.

Changes to Capital Structure. In the event there is a specified type of change in our capital structure, such as a stock split, reverse stock split or recapitalization, appropriate adjustments will be made to (1) the class and maximum number of shares reserved for issuance under the 2015 Plan, (2) the class and maximum number of shares by which the share reserve may increase automatically each year, (3) the class and maximum number of shares that may be issued upon the exercise of incentive stock options, (4) the class and maximum number of shares subject to stock awards that can be granted in a calendar year (as established under the 2015 Plan pursuant to Section 162(m) of the Code) and (5) the class and number of shares and exercise price, strike price or purchase price, if applicable, of all outstanding stock awards.

Corporate Transactions. Our 2015 Plan provides that in the event of certain specified significant corporate transactions, including: (1) a sale of all or substantially all of our assets, (2) the sale or disposition of at least 90% of our outstanding securities, (3) the consummation of a merger or consolidation where we do not survive the transaction and (4) the consummation of a merger or consolidation where we do survive the transaction but the shares of our common stock outstanding prior to such transaction are converted or exchanged into other property by virtue of the transaction, each outstanding award will be treated as the administrator determines unless otherwise provided in an award agreement or other written agreement between us and the award holder. The administrator may (1) arrange for the assumption, continuation or substitution of a stock award by a successor corporation, (2) arrange for the assignment of any reacquisition or repurchase rights held by us to a successor corporation, (3) accelerate the vesting, in whole or in part, of the stock award and provide for its termination

prior to the transaction, (4) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by us, (5) cancel or arrange for the cancellation of the stock award prior to the transaction in exchange for a cash payment, if any, determined by the board or (6) make a payment, in the form determined by the board, equal to the excess, if any, of the value of the property the participant would have received upon exercise of the awards prior to the transaction over any exercise price payable by the participant in connection with the exercise. The plan administrator is not obligated to treat all stock awards or portions of stock awards, even those that are of the same type, in the same manner.

In the event of a change in control, awards granted under the 2015 Plan will not receive automatic acceleration of vesting and exercisability, although this treatment may be provided for in an award agreement. Under the 2015 Plan, a change in control is defined to include (1) the acquisition by any person or company of more than 50% of the combined voting power of our then outstanding stock, (2) a merger, consolidation or similar transaction in which our stockholders immediately prior to the transaction do not own, directly or indirectly, more than 50% of the combined voting power of the surviving entity (or the parent of the surviving entity), (3) a sale, lease, exclusive license or other disposition of all or substantially all of our assets to an entity that did not previously hold more than 50% of the voting power over company stock, (4) our stockholders approve and the Board approves a plan of complete dissolution or liquidation or a complete dissolution or liquidation of Pure Storage otherwise occurs except for a liquidation into a parent corporation and (5) individuals who constitute our incumbent board of directors ceasing to constitute at least a majority of our board of directors.

Transferability. A participant may not transfer stock awards under our 2015 Plan other than by will, the laws of descent and distribution or as otherwise provided under our 2015 Plan.

Plan Amendment or Termination. Our board of directors has the authority to amend, suspend or terminate our 2015 Plan, provided that such action does not materially impair the existing rights of any participant without such participant' s written consent. Certain material amendments also require the approval of our stockholders. No incentive stock options may be granted after the tenth anniversary of the date our board of directors adopted our 2015 Plan. No stock awards may be granted under our 2015 Plan while it is suspended or after it is terminated.

2009 Equity Incentive Plan

Our board of directors adopted, and our stockholders approved, our 2009 Equity Incentive Plan, or our 2009 Plan, in October 2009. Our 2009 Plan was amended most recently in February 2015. Our 2009 Plan allows for the grant of incentive stock options to our employees and any of our subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted stock awards to our employees, officers, directors and consultants.

Our 2015 Plan will become effective upon the execution of the underwriting agreement related to this offering. As a result, we do not expect to grant any additional awards under the 2009 Plan following that date, although any awards granted under the 2009 Plan will remain subject to the terms of our 2009 Plan and applicable award agreements, until such outstanding awards that are stock options are exercised, or until they terminate or expire by their terms, and until any restricted stock awards become vested, terminate or are forfeited.

Authorized Shares. The maximum number of shares of our Class B common stock that may be issued under our 2009 Plan is 97,539,696. The maximum number of shares of Class B common stock that may be issued upon the exercise of Incentive Stock Options under our 2009 Plan is 195,079,392. Shares subject to stock awards granted under our 2009 Plan that expire or terminate without being exercised in full or are settled in cash do not reduce the number of shares available for issuance under our 2009 Plan. Additionally, shares issued pursuant to stock awards under our 2009 Plan that we repurchase or that are forfeited, as well as shares used to pay the exercise price of a stock award or to satisfy the tax withholding obligations related to a stock award, become available for future grant under our 2009 Plan, although such shares may not be subsequently issued pursuant to the exercise of an Incentive Stock Option.

Plan Administration. Our board of directors or a duly authorized committee of our board of directors administers our 2009 Plan and the stock awards granted under it. Under our 2009 Plan, the board of directors has the authority to determine and amend the terms of awards, including recipients, the exercise, purchase or strike price of stock awards, if any, the number of shares subject to each stock award, the vesting schedule applicable to the awards, together with any vesting acceleration, and the form of consideration, if any, payable upon exercise or settlement of the award and the terms of the award agreements for use under our 2009 Plan. The board may amend the 2009 Plan in these and other respects with the consent of any adversely affected participant, although certain material amendments to the 2009 Plan require stockholder approval.

Under the 2009 Plan, the board of directors also has the authority to modify outstanding awards, reprice any outstanding option, cancel any outstanding stock award in exchange for new stock awards, cash or other consideration, or take any other action that is treated as a repricing under GAAP, although if any such action adversely affects a participant, the written consent of that participant is required.

Corporate Transactions. Our 2009 Plan provides that in the event of certain specified significant corporate transactions, including: (1) a sale of all or substantially all of our assets, (2) the sale or disposition of at least 90% of our outstanding securities, (3) the consummation of a merger or consolidation where we do not survive the transaction and (4) the consummation of a merger or consolidation where we do survive the transaction but the shares of our Class B common stock outstanding prior to such transaction are converted or exchanged into other property by virtue of the transaction, each outstanding award will be treated as the administrator determines. The administrator may (1) arrange for the assumption, continuation or substitution of a stock award by a successor corporation, (2) arrange for the assignment of any reacquisition or repurchase rights held by us to a successor corporation, (3) accelerate the vesting, in whole or in part, of the stock award and provide for its termination prior to the transaction, (4) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by us or (5) make a payment, in the form determined by the board, equal to the excess, if any, of the value of the property the participant would have received upon exercise of the stock award prior to the transaction over any exercise price payable by the participant in connection with the exercise. The plan administrator is not obligated to treat all stock awards, even those that are of the same type, or all participants in the same manner.

In the event of a change in control, awards granted under the 2009 Plan will not receive automatic acceleration of vesting and exercisability, although this treatment may be provided for in an award agreement. Under the 2009 Plan, a change in control is defined to include (1) the acquisition by any person of more than 50% of the combined voting power of our then outstanding stock, (2) a merger, consolidation or similar transaction in which our stockholders immediately prior to the transaction do not own, directly or indirectly, more than 50% of the combined voting power of the surviving entity (or the parent of the surviving entity), (3) our stockholders approve or our board of directors approves a plan of complete dissolution or liquidation or a complete dissolution or liquidation of Pure Storage otherwise occurs except for a liquidation into a parent corporation and (4) a sale, lease, exclusive license or other disposition of all or substantially all of the assets to an entity that did not previously hold more than 50% of the voting power of our stock.

Transferability. Under our 2009 Plan, the board of directors may provide for limitations on the transferability of awards, in its sole discretion. Option awards are generally not transferable other than by will or the laws of descent and distribution, except as otherwise provided under our 2009 Plan.

Plan Amendment or Termination. Our board of directors has the authority to amend, suspend or terminate our 2009 Plan, although certain material amendments require the approval of our stockholders, and amendments that would impair the rights of any participant require the consent of that participant.

2015 Employee Stock Purchase Plan

Our board of directors adopted our 2015 Employee Stock Purchase Plan, or ESPP, in 2015, and our stockholders approved the ESPP in 2015. The ESPP will become effective immediately upon

the execution and delivery of the underwriting agreement related to this offering. The purpose of the ESPP is to secure the services of new employees, to retain the services of existing employees and to provide incentives for such individuals to exert maximum efforts toward our success and that of our affiliates. The ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

Share Reserve. Following this offering, the ESPP authorizes the issuance of shares of our Class A common stock pursuant to purchase rights granted to our employees or to employees of any of our designated affiliates. The number of shares of our Class A common stock reserved for issuance will automatically increase on January 1 of each calendar year, from February 1, 2016 (assuming the ESPP becomes effective in fiscal year ended January 31, 2016) through January 31, 2025, by the lesser of (1) % of the total number of shares of our common stock outstanding on January 31 of the preceding calendar year, and (2) shares; provided that prior to the date of any such increase, our board of directors may determine that such increase will be less than the amount set forth in clauses (1) and (2). As of the date hereof, no shares of our common stock have been purchased under the ESPP.

Administration. Our board of directors has delegated its authority to administer the ESPP to our compensation committee. The ESPP is implemented through a series of offerings under which eligible employees are granted purchase rights to purchase shares of our common stock on specified dates during such offerings. Under the ESPP, we may specify offerings with durations of not more than 27 months, and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of our common stock will be purchased for employees participating in the offering. We currently intend to have -month offerings with multiple purchase periods (of approximately six months in duration) per offering, except that the first purchase period under our first offering may be shorter or longer than six months, depending on the date on which the underwriting agreement relating to this offering becomes effective. An offering under the ESPP may be terminated under certain circumstances.

Payroll Deductions. Generally, all regular employees, including executive officers, employed by us or by any of our designated affiliates, may participate in the ESPP and may contribute, normally through payroll deductions, up to % of their earnings (as defined in the ESPP) for the purchase of our common stock under the ESPP. Unless otherwise determined by our board of directors, common stock will be purchased for the accounts of employees participating in the ESPP at a price per share equal to the lower of (1) 85% of the fair market value of a share of our common stock on the first date of an offering or (2) 85% of the fair market value of a share of our common stock on the date of purchase. For the initial offering, which we expect will commence upon the execution and delivery of the underwriting agreement relating to this offering, the fair market value on the first day of the offering period will be the price at which shares are first sold to the public.

Limitations. Employees may have to satisfy one or more of the following service requirements before participating in the ESPP, as determined by our board of directors, including: (1) being customarily employed for more than 20 hours per week, (2) being customarily employed for more than five months per calendar year or (3) continuous employment with us or one of our affiliates for a period of time (not to exceed two years). No employee may purchase shares under the ESPP at a rate in excess of $25,000 worth of our common stock based on the fair market value per share of our common stock at the beginning of an offering for each year such a purchase right is outstanding and the maximum number of shares an employee may purchase during a single purchase period is . Finally, no employee will be eligible for the grant of any purchase rights under the ESPP if immediately after such rights are granted, such employee has voting power over 5% or more of our outstanding capital stock measured by vote or value pursuant to Section 424(d) of the Code.

Changes to Capital Structure. In the event that there occurs a change in our capital structure through such actions as a stock split, merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or similar transaction, the board of directors will make appropriate adjustments to (1) the number of shares reserved under the ESPP, (2) the maximum number of shares

by which the share reserve may increase automatically each year, (3) the number of shares and purchase price of all outstanding purchase rights and (4) the number of shares that are subject to purchase limits under ongoing offerings.

Corporate Transactions. In the event of certain significant corporate transactions, including: (1) a sale of all or substantially all of our assets, (2) the sale or disposition of 90% of our outstanding securities, (3) the consummation of a merger or consolidation where we do not survive the transaction and (4) the consummation of a merger or consolidation where we do survive the transaction but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction, any then-outstanding rights to purchase our stock under the ESPP may be assumed, continued or substituted for by any surviving or acquiring entity (or its parent company). If the surviving or acquiring entity (or its parent company) elects not to assume, continue or substitute for such purchase rights, then the participants' accumulated payroll contributions will be used to purchase shares of our common stock within 10 business days prior to such corporate transaction, and such purchase rights will terminate immediately.

ESPP Amendment or Termination. Our board of directors has the authority to amend or terminate our ESPP, provided that except in certain circumstances such amendment or termination may not materially impair any outstanding purchase rights without the holder's consent. We will obtain stockholder approval of any amendment to our ESPP as required by applicable law or listing requirements.

401(k) Plan

We maintain a tax-qualified retirement plan that provides eligible U.S. employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees are able to defer eligible compensation up to certain Code limits, which are updated annually. We have the ability to make matching and discretionary contributions to the 401(k) plan but have not done so to date. Employee contributions are allocated to each participant's individual account and are then invested in selected investment alternatives according to the participants' directions. Employees are immediately and fully vested in their own contributions. The 401(k) plan is intended to be qualified under Section 401(a) of the Code, with the related trust intended to be tax exempt under Section 501(a) of the Code. As a tax-qualified retirement plan, contributions to the 401(k) plan are deductible by us when made, and contributions and earnings on those amounts are not taxable to the employees until withdrawn or distributed from the 401(k) plan.

Insurance Premiums

We pay premiums for medical insurance and dental insurance for all full-time employees, including our named executive officers. We also pay premiums for life insurance and long-term disability insurance benefits for all full-time employees, including our named executive officers. We also offer high deductible plan options that include a healthcare flexible spending account component for all full-time employees, including our named executive officers. These benefits are available to all full-time employees, subject to applicable laws.

Limitations on Liability and Indemnification Matters

Upon the closing of this offering, our amended and restated certificate of incorporation will contain provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

any breach of the director's duty of loyalty to the corporation or its stockholders;

any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;

unlawful payments of dividends or unlawful stock repurchases or redemptions; or

any transaction from which the director derived an improper personal benefit. Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation will authorize us to indemnify our directors, officers, employees and other agents to the fullest extent permitted by Delaware law. Our amended and restated bylaws will provide that we are required to indemnify our directors and officers to the fullest extent permitted by Delaware law and may indemnify our other employees and agents. Our amended and restated bylaws will also provide that, upon satisfaction of certain conditions, we shall advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. We have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by the board of directors. With certain exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these amended and restated certificate of incorporation and amended and restated bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain customary directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder' s investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions.

At present, there is no pending litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought and we are not aware of any threatened litigation that may result in claims for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted for directors, executive officers or persons controlling us, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Rule 10b5-1 Sales Plans

Our directors and officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our Class A and Class B common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from them. The director or officer may amend a Rule 10b5-1 plan in some circumstances and may terminate a plan at any time. Our directors and executive officers also may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material nonpublic information, subject to compliance with the terms of our insider trading policy. Prior to 180 days after the date of this offering, the sale of any shares under such plan would be subject to the lock-up agreement that the director or officer has entered into with the underwriters.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

The following is a summary of transactions since February 1, 2012 to which we have been a participant, in which the amount involved exceeded or will exceed $120,000 and in which any of our directors, executive officers or holders of more than 5% of our capital stock, or any member of the immediate family of the foregoing persons, had or will have a direct or indirect material interest, other than compensation and other arrangements that are described in the section titled "Executive Compensation" or that were approved by our compensation committee.

We believe the terms obtained or consideration that we paid or received, as applicable, in connection with the transactions described below were comparable to terms available or the amounts that would be paid or received, as applicable, in arm' s-length transactions.

Sales of Preferred Stock

In August 2012, we issued an aggregate of 10,584,066 shares of our Series D preferred stock at a purchase price of $3.7713 per share for an aggregate purchase price of $39.9 million. In August, September and October 2013 and June, September and November 2014, we issued an aggregate of 24,761,984 shares of our Series E preferred stock at a purchase price of $6.9315 per share for an aggregate purchase price of $171.6 million. In April 2014, we issued an aggregate of 14,307,603 shares of our Series F preferred stock at a purchase price of $15.7259 per share for an aggregate purchase price of $225.0 million. The following table summarizes purchases of preferred stock by holders of more than 5% of our capital stock and their affiliated entities and our directors. None of our executive officers purchased shares of preferred stock.

Name	Series D Preferred Stock	Series E Preferred Stock	Series F Preferred Stock	Aggregate Purchase Price
Entities affiliated with Redpoint Ventures(1)	1,325,784	1,046,796	635,893	$22,255,829
Entities affiliated with Greylock(2)	1,839,660	3,204,872	1,589,734	54,152,539
Entities affiliated with Index Ventures(3)	3,977,376	1,580,232	1,271,787	45,953,383
Entities and individuals affiliated with Sutter Hill Ventures(4)	2,918,502	5,110,470	2,543,574	86,429,857

(1) Includes shares of preferred stock purchased by Redpoint Ventures IV, L.P. and Redpoint Associates IV, LLC. Mr. Dharmaraj, a former member of our board of directors, is a partner at Redpoint Ventures.

(2) Includes shares of preferred stock purchased by Greylock XIII Limited Partnership, Greylock XIII-A Limited Partnership and Greylock XIII Principals LLC. Mr. Bhusri, a member of our board of directors, is a partner at Greylock.

(3) Includes shares of preferred stock purchased by Index Ventures VI (Jersey), L.P., Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P. and Yucca (Jersey) SLP. Mr. Volpi, a member of our board of directors, is a partner at Index Ventures.

(4) Includes shares purchased by Sutter Hill Ventures, shares purchased by Mr. Speiser and entities affiliated with Mr. Speiser, and shares purchased by individuals other than Mr. Speiser who are affiliated with Sutter Hill Ventures or entities affiliated with such individuals. Mr. Speiser, a member of our board of directors, is a Managing Director at Sutter Hill Ventures. Mr. Speiser may also be deemed to have shared voting and investment power with respect to the shares purchased by Sutter Hill Ventures.

Upon the closing of this offering, each share of preferred stock will convert into one share of Class B common stock. For a description of the material rights and privileges of the preferred stock, please see Note 7 to our consolidated financial statements included elsewhere in this prospectus.

2013 Tender Offer

In November 2013, we repurchased an aggregate of 3,045,634 shares of our outstanding Class B common stock at a purchase price of $6.9315 per share for an aggregate purchase price of $21.1 million, of which 557,842 shares of common stock were repurchased from David Hatfield, our President, for an aggregate price of $3.9 million. Mr. Hatfield was the only executive officer to participate in this tender offer.

2014 Tender Offer

In July 2014, we repurchased an aggregate of 3,803,336 shares of our outstanding Class B common stock at a purchase price of $15.7259 per share for an aggregate purchase price of $59.8 million. The following table summarizes our repurchases of common stock from our directors and executive officers in this tender offer.

Name	Shares of Common Stock	Purchase Price
Scott Dietzen(1)	192,051	$3,020,174
John Colgrove(2)	200,000	3,145,180
David Hatfield(3)	1,000,000	15,725,900

(1) Dr. Dietzen is our Chief Executive Officer and a member of our board of directors.
(2) Mr. Colgrove is our Chief Technology Officer and a member of our board of directors.
(3) Mr. Hatfield is our President.

Investor Rights Agreement

In April 2014, we entered into an amended and restated investor rights agreement with certain holders of our outstanding preferred stock, including Mike Speiser and Frank Slootman (members of our board of directors) and entities affiliated with Greylock Partners, Index Ventures, Redpoint Ventures and Sutter Hill Ventures, with certain registration rights, including the right to demand that we file a registration statement or request that their shares be covered by a registration statement that we are otherwise filing. Aneel Bhusri, Michelangelo Volpi and Mike Speiser, members of our board of directors, are affiliated with Greylock Partners, Index Ventures and Sutter Hill Ventures, respectively. Satish Dharmaraj, a former member of our board of directors, is affiliated with Redpoint Ventures. The investor rights agreement also provides these stockholders with information rights, which will terminate upon the closing of this offering, and a right of first refusal with regard to certain issuances of our capital stock, which will not apply to, and will terminate upon, the closing of, this offering. After the closing of this offering, the holders of 122,280,679 shares of our Class B common stock issuable upon conversion of outstanding preferred stock, will be entitled to rights with respect to the registration of their shares of Class B common stock under the Securities Act pursuant to this agreement. For a description of these registration rights, see the section titled "Description of Capital Stock−Registration Rights."

Offer Letter Agreements

We have entered into offer letter agreements with our executive officers. For more information regarding these agreements, see the section titled "Executive Compensation−Employment, Severance and Change of Control Agreements."

Equity Grants

We have granted stock options to our executive officers and certain members of our board of directors. For a description of these stock options, see the section titled "Executive Compensation" and "Management−Non-Employee Director Compensation."

Employee Loans

In June 2012, we loaned Dr. Dietzen, our Chief Executive Officer, $282,710 in connection with his exercise of options to purchase 576,963 shares of Class B common stock. The loan was evidenced by a full recourse promissory note, which accrued interest at the rate of 1.59% per annum and was secured by a pledge of such exercised shares. The loan was repaid in full in September 2014.

In June 2012, we loaned Mr. Colgrove, our Chief Technology Officer, $282,710 in connection with his exercise of options to purchase 576,963 shares of Class B common stock. The loan was evidenced by a full recourse promissory note, which accrued interest at the rate of 1.59% per annum and was secured by a pledge of such exercised shares. The loan was repaid in full in September 2014.

In June 2013, we loaned Mr. Hatfield, our President, $2,050,069 in connection with his exercise of options to purchase 1,673,526 shares of Class B common stock. The loan was evidenced by a full recourse promissory note, which accrued interest at the rate of 0.95% per annum and was secured by a pledge of such exercised shares. The loan was repaid in full in July 2014.

In March 2014, we loaned Mr. Colgrove, our Chief Technology Officer, $772,500 in connection with his exercise of options to purchase 300,000 shares of Class B common stock. The loan was evidenced by a full recourse promissory note, which accrued interest at the rate of 1.84% per annum and was secured by a pledge of such exercised shares. The loan was repaid in full in September 2014.

Indemnification Agreements

Our amended and restated certificate of incorporation will contain provisions limiting the liability of directors, and our amended and restated bylaws will provide that we will indemnify each of our directors and officers to the fullest extent permitted under Delaware law. Our amended and restated certificate of incorporation and bylaws will also provide our board of directors with discretion to indemnify our employees and other agents when determined appropriate by the board. In addition, we have entered into an indemnification agreement with each of our directors and executive officers, which requires us to indemnify them. For more information regarding these agreements, see the section titled "Executive Compensation–Limitations on Liability and Indemnification Matters."

Related-Party Transaction Policy

We intend to adopt a formal written policy that our executive officers, directors, holders of more than 5% of any class of our voting securities, and any member of the immediate family of and any entity affiliated with any of the foregoing persons, will not be permitted to enter into a related-party transaction with us without the prior consent of our audit committee, or other independent members of our board of directors in the event it is inappropriate for our audit committee to review such transaction due to a conflict of interest. Any request for us to enter into a transaction with an executive officer, director, principal stockholder or any of their immediate family members or affiliates, in which the amount involved exceeds $120,000 must first be presented to our audit committee for review, consideration and approval. In approving or rejecting any such proposal, our audit committee will consider the relevant facts and circumstances available and deemed relevant to our audit committee, including, but not limited to, whether the transaction will be on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of the related-party' s interest in the transaction.

All of the transactions described in this section were entered into prior to the adoption of this policy. Although we have not had a written policy for the review and approval of transactions with related persons, our board of directors has historically reviewed and approved any transaction where a director or officer had a financial interest, including the transactions described above. Prior to approving such a transaction, the material facts as to a director' s or officer' s relationship or interest in the agreement or transaction were disclosed to our board of directors. Our board of directors took this information into account when evaluating the transaction and in determining whether such transaction was fair to us and in the best interest of all our stockholders.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of July 31, 2015:

- each person, or group of affiliated persons, known by us to beneficially own more than five percent of our Class A common stock or Class B common stock;
- each of our named executive officers;
- each of our directors; and
- all of our executive officers and directors as a group.

The percentage of shares beneficially owned before the offering shown in the table is based on 160,045,200 shares of Class B common stock outstanding as of July 31, 2015, after giving effect to the conversion of all of our outstanding preferred stock into shares of Class B common stock upon the closing of this offering. The information relating to the number and percentage of shares beneficially owned after the offering assumes the sale by us of shares of common stock in this offering. The percentage ownership information assumes no exercise of the underwriters' over-allotment option to purchase additional shares of our Class A common stock.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes any shares over which a person exercises sole or shared voting or investment power. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown beneficially owned by them, subject to applicable community property laws. Shares of Class B common stock issuable under options that are exercisable within 60 days after July 31, 2015 are deemed beneficially owned and such shares are used in computing the percentage ownership of the person holding the options, but are not deemed outstanding for the purpose of computing the percentage ownership of any other person. The information contained in the following table is not necessarily indicative of beneficial ownership for any other purpose, and the inclusion of any shares in the table does not constitute an admission of beneficial ownership of those shares.

Except as otherwise noted below, the address for persons listed in the table is c/o Pure Storage, Inc., 650 Castro Street, Suite 400, Mountain View, California 94041.

	Beneficial Ownership Prior to the Offering					Beneficial Ownership After the Offering				
	Class A Common Stock		Class B Common Stock		% of Total Voting Power †	Class A Common Stock		Class B Common Stock		% of Total Voting Power †
Name and Address of Beneficial Owner	Shares	%	Shares	%		Shares	%	Shares	%	
Executive Officers										
Scott Dietzen(1)	–	–	7,306,083	4.6 %	4.6 %	–	–			
David Hatfield(2)	–	–	2,458,620	1.5	1.5	–	–			
Timothy Riitters	–	–	284,375	*	*	–	–			
John Colgrove (3)	–	–	13,553,926	8.5	8.5	–	–			
Directors										
Aneel Bhusri(4)	–	–	26,838,635	16.8	16.8	–	–			
Mark Garrett(5)	–	–	10,000	*	*	–	–			
Anita Sands(6)	–	–	10,000	*	*	–	–			
Frank Slootman(7)	–	–	486,208	*	*	–	–			
Mike Speiser(8)	–	–	32,107,525	20.1	20.1	–	–			
Michelangelo Volpi(9)	–	–	6,829,395	4.3	4.3	–	–			
All directors and executive officers as a group (10 persons)(10)	–	–	89,884,767	55.7	55.7	–	–			
Principal Stockholders										
Entities affiliated with Greylock(11)	–	–	27,625,981	17.3	17.3	–	–			
Persons affiliated with Sutter Hill Ventures(12)	–	–	43,822,450	27.4	27.4	–	–			
Entities affiliated with Redpoint Ventures(13)	–	–	9,095,089	5.7	5.7	–	–			

* Denotes less than 1%

† Represents the voting power with respect to all shares of our Class A common stock and Class B common stock, voting as a single class. Each share of Class A common stock will be entitled to one vote per share and each share of Class B common stock will be entitled to ten votes per share. The Class A common stock and Class B common stock will vote together on all matters (including the election of directors) submitted to a vote of stockholders, except under limited circumstances described in the section titled "Description of Capital Stock–Class A and Class B Common Stock–Voting Rights."

(1) Includes (i) 5,906,083 shares held by Scott Dietzen and Katherine Dietzen, Co-Trustees of the Dietzen Living Trust, dated January 16, 2009, over which Dr. Dietzen shares voting and dispositive power, 884,677 shares of which are unvested and subject to our right of repurchase; and (ii) 1,400,000 shares held by JP Morgan Trust Company of Delaware, as Trustee of the Dietzen Family 2014 Irrevocable Trust GST Exempt Trust under agreement dated March 25, 2014, over which Dr. Dietzen shares voting and dispositive power.

(2) Includes (i) 18,666 shares held by DMH 2013 Irrevocable Trust; (ii) 18,666 shares held by JHH 2013 Irrevocable Trust, 18,666 shares held by KGH 2013 Irrevocable Trust, over which Mr. Hatfield has voting and dispositive power; (iii) 1,350,510 shares held directly by Mr. Hatfield, 412,226 shares of which are unvested and subject to our right of repurchase; and (iv) 1,052,112 shares issuable pursuant to stock options exercisable within 60 days after July 31, 2015.

(3) Includes (i) 2,250,000 shares held by Eric Edward Colgrove Irrevocable Trust DTD Feb 8, 2011, Jeff Rothschild TTEE; (ii) 2,250,000 shares held by Richard Winston Colgrove Irrevocable Trust DTD Feb 8, 2011, Jeff Rothschild TTEE; (iii) 1,553,926 shares held by the Colgrove Family Living Trust, over which Mr. Colgrove shares voting and dispositive power, 1,061,571 shares of which are unvested and subject to our right of repurchase; and (iv) 7,500,000 shares held directly by Mr. Colgrove.

(4) Mr. Bhusri does not own shares in his individual capacity. Mr. Bhusri is a Partner at Greylock Partners and shares voting and investment power over the shares held by Greylock XIII Limited Partnership and Greylock XIII-A Limited Partnership. See Footnote 10.

(5) Includes 10,000 shares issuable pursuant to stock options exercisable within 60 days after July 31, 2015.

(6) Includes 10,000 shares issuable pursuant to stock options exercisable within 60 days after July 31, 2015.

(7) Includes 176,208 shares held by the Slootman Living Trust, dated September 8, 1999 and 310,000 shares issuable pursuant to stock options exercisable within 60 days after July 31, 2015.

(8) This amount includes: (i) 1,044,342 shares held by Speiser Trust Agreement Dated 7/19/06, of which Mr. Speiser is a trustee; (ii) 377,173 shares held by Chatter Peak Partners, L.P., of which Mr. Speiser is a trustee of the general partner, 44,590 shares of which are unvested and subject to our right of repurchase; (iii) 6,000 shares held by Wells Fargo Bank, N.A. FBO Michael L. Speiser Roth IRA, Mr. Speiser' s Roth IRA account; and (iv) 43,800 shares held by Wells Fargo Bank, N.A. FBO SHV Profit Sharing Plan FBO Michael L. Speiser, a retirement trust for the benefit of Mr. Speiser. Mr. Speiser is a managing director and member of the management committee of the general partner of Sutter Hill Ventures and shares voting and investment power over the shares held of record by Sutter Hill Ventures. See Footnote 11.

(9) Mr. Volpi does not own shares in his individual capacity. Mr. Volpi is a partner with Index Ventures. Mr. Volpi is involved in making investment recommendations to the entities affiliated with Index Ventures, but does not hold voting or dispositive power over the shares held by these entities.

(10) Includes 23,914,040 shares held by our current directors and executive officers, 1,669,770 shares of which are unvested and subject to our right of repurchase, 1,666,487 shares issuable pursuant to stock options exercisable within 60 days after July 31, 2015, 64,304,240 shares held by entities affiliated with certain of our directors, 1,237,204 shares of which are unvested and subject to our right of repurchase.

(11) Includes (i) 24,621,929 shares held of record by Greylock XIII Limited Partnership; (ii) 787,346 shares held of record by Greylock XIII Principals LLC; and (iii) 2,216,706 shares of record held by Greylock XIII-A Limited Partnership. Greylock XIII GP LLC is the general partner of Greylock XIII Limited Partnership and Greylock XIII-A Limited Partnership and as such may be deemed to have indirect beneficial ownership of an indeterminate amount of such shares. Aneel Bhusri (a member of our board of directors), William Helman, David Sze and Donald Sullivan are the senior managing members of Greylock XIII GP LLC and share voting and investment power over the shares held by Greylock XIII Limited Partnership and Greylock XIII-A Limited Partnership. Mr. Bhusri does not have voting or investment power over the shares held by Greylock XIII Principals LLC. The address for Greylock Partners is 2550 Sand Hill Road, Menlo Park, CA 94025.

(12) Mr. Speiser is a managing director and member of the management committee (the "Management Committee") of the general partner of Sutter Hill Ventures, a California Limited Partnership ("Sutter Hill Ventures"), which holds of record 30,636,210 shares, 984,238 shares of which are unvested and subject to our right of repurchase. In such capacity, Mr. Speiser shares, with each of the other members of the Management Committee named below (each, a "Management Committee Member"), voting and investment power over the shares held of record by Sutter Hill Ventures. In addition, this amount also includes: (i) 1,044,342 shares held by Speiser Trust Agreement Dated 7/19/06, of which Mr. Speiser is a trustee; (ii) 377,173 shares held by Chatter Peak Partners, L.P., of which Mr. Speiser is a trustee of the general partner, 44,590 shares of which are unvested and subject to our right of repurchase; (iii) 6,000 shares held by Wells Fargo Bank, N.A. FBO Michael L. Speiser Roth IRA, Mr. Speiser' s Roth IRA account; and (iv) 43,800 shares held by Wells Fargo Bank, N.A. FBO SHV Profit Sharing Plan FBO Michael L. Speiser, a retirement trust for the benefit of Mr. Speiser. This amount also includes: (i) an aggregate of 1,469,590 shares held by entities controlled by Jeffrey W. Bird, a Management Committee Member, 44,538 shares of which are unvested and subject to our right of repurchase; (ii) an aggregate of 4,180,641 shares held by entities controlled by Tench Coxe, a Management Committee Member, 126,700 shares of which are unvested and subject to our right of repurchase; (iii) an aggregate of 90,891 shares held by entities controlled by Stefan A. Dyckerhoff, a Management Committee Member, 14,444 shares of which are unvested and subject to our right of repurchase; (iv) an aggregate of 227,691 shares held by entities controlled by Samuel J. Pullara III, a Management Committee Member, 14,444 shares of which are unvested and subject to our right of repurchase; (v) an aggregate of 1,743,557 shares held by entities controlled by James N. White, a Management Committee Member, 52,840 shares of which are unvested and subject to our right of repurchase; and (vi) an aggregate of 4,002,555 shares held by other managing directors of Sutter Hill Ventures who are not Management Committee Members, or entities controlled by such individuals. The address for Sutter Hill Ventures is 755 Page Mill Road, A200, Palo Alto, CA 94304.

(13) Includes (i) 227,377 shares held of record by Redpoint Associates IV, LLC ("RA IV") and (ii) 8,867,712 shares held of record by Redpoint Ventures IV, L.P. ("RV IV"). Redpoint Ventures IV, LLC ("RV IV LLC") serves as the sole general partner of RV IV and the managers of RV IV LLC commonly control RA IV. As such, RV IV LLC possesses power to direct the voting and disposition of the shares owned by RV IV and RA IV and may be deemed to have indirect beneficial ownership of the shares held by RV IV and RA IV. RV IV LLC does not own any shares directly. Allen Beasley, Jeffrey D. Brody, Satish Dharmaraj, R. Thomas Dyal, Timothy M. Haley, Christopher B. Moore, Scott C. Raney, John L. Walecka and Geoffrey Y. Yang are the managers of RV IV LLC and share voting and investment power over the shares held by RA IV and RV IV. The address for the entities affiliated with Redpoint is 3000 Sand Hill Road, Building 2, Suite 290, Menlo Park, CA 94025.

DESCRIPTION OF CAPITAL STOCK

General

The following description of our capital stock summarizes the most important terms of our capital stock as they are expected to be in effect upon the closing of this offering. The descriptions of our capital stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries and are qualified by reference to the amended and restated certificate of incorporation and the amended and restated bylaws that will be in effect upon the closing of this offering. Copies of these documents will be filed with the SEC as exhibits to our registration statement, of which this prospectus forms a part.

Our amended and restated certificate of incorporation provides for two classes of common stock: Class A common stock and Class B common stock. In addition, our amended and restated certificate of incorporation will authorize shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Upon the closing of this offering, our authorized capital stock will consist of shares, all with a par value of $0.0001 per share, of which:

shares are designated as Class A common stock;

shares are designated as Class B common stock; and

shares are designated as preferred stock.

As of April 30, 2015, we had 37,376,583 shares of Class B common stock and 122,280,679 shares of preferred stock outstanding. After giving effect to the conversion of all outstanding shares of our preferred stock into shares of Class B common stock upon the closing of this offering, there would have been 159,657,262 shares of Class B common stock outstanding on that date held by 360 stockholders of record. As of April 30, 2015, we also had outstanding options to acquire 59,227,741 shares of Class B common stock.

Class A and Class B Common Stock

Except as otherwise expressly provided in our amended and restated certificate of incorporation or required by applicable law, shares of Class A common stock and Class B common stock will have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters, including, without limitation, those described below.

Dividend and Distribution Rights. Subject to the prior rights of holders of all classes and series of stock at the time outstanding having prior rights as to dividends, the holders of Class A common stock and Class B common stock will be entitled to receive, when, as and if declared by the board of directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the board of directors. Any dividends paid to the holders of Class A common stock and Class B common stock shall be paid pro rata, on an equal priority, pari passu basis, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of the majority of the outstanding shares of the applicable class of common stock treated adversely, voting separately as a class. The Company shall not declare or pay any dividend or make any other distribution to the holders of Class A common stock or Class B common stock payable in securities of the Company unless the same dividend or distribution with the same record date and payment date shall be declared and paid on all shares of common stock; provided, however, that (i) dividends or other distributions payable in shares of Class A common stock or rights to acquire shares of Class A common stock may be declared and paid to the holders of Class A common stock without the same dividend or distribution being declared and paid to the holders of the Class B common stock if, and only if, a dividend payable in shares of Class B common stock, or rights to acquire shares of Class B common stock, as applicable, are declared and paid to the holders of Class B common stock at the same rate and with the same record date and payment date

and (ii) dividends or other distributions payable in shares of Class B common stock or rights to acquire shares Class B common stock may be declared and paid to the holders of Class B common stock without the same dividend or distribution being declared and paid to the holders of the Class A common stock if, and only if, a dividend payable in shares of Class A common stock, or rights to acquire shares of Class A common stock, as applicable, are declared and paid to the holders of Class A common stock at the same rate and with the same record date and payment date.

Voting Rights. Holders of our Class A common stock and Class B common stock have identical rights, provided that, except as otherwise expressly provided in our amended and restated certificate of incorporation or required by applicable law, on any matter that is submitted to a vote of our stockholders, holders of our Class A common stock are entitled to one vote per share of Class A common stock and holders of our Class B common stock are entitled to ten votes per share of Class B common stock. Holders of shares of Class A common stock and Class B common stock will vote together as a single class on all matters (including the election of directors) submitted to a vote of stockholders, except that there will be a separate vote of our Class A common stock in order for us to, directly or indirectly, effect an asset transfer, acquisition or liquidation event (each as defined in our amended and restated certificate of incorporation) pursuant to which the Class A common stock would not receive equivalent consideration (as defined in our amended and restated certificate of incorporation) to the Class B common stock, and there will be a separate vote of our Class B common stock in order for us to, directly or indirectly, take action in the following circumstances:

- if we propose to amend, alter or repeal any provision of our amended and restated certificate of incorporation or our amended and restated bylaws that modifies the voting, conversion or other powers, preferences or other special rights or privileges or restrictions of the Class B common stock; or
- if we reclassify any outstanding shares of Class A common stock into shares having rights as to dividends or liquidation that are senior to the Class B common stock or the right to more than one vote for each share thereof.

Upon the closing of this offering, under our amended and restated certificate of incorporation, we may not increase or decrease the authorized number of shares of Class A common stock or Class B common stock without the affirmative vote of the holders of a majority of the combined voting power of the outstanding shares of Class A common stock and Class B common stock, voting together as a single class. In addition, we may not issue any shares of Class B common stock, unless that issuance is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class B common stock.

We have not provided for cumulative voting for the election of directors in our amended and restated certificate of incorporation.

No Preemptive or Similar Rights. Our common stock is not entitled to preemptive rights and is not subject to conversion, redemption or sinking fund provisions. The rights, preferences and privileges of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of any series of our preferred stock that we may designate and issue in the future.

Liquidation Rights. In the event of our liquidation, dissolution or winding-up, upon the completion of the distributions required with respect to any series of preferred stock that may then be outstanding, the remaining assets of the Company legally available for distribution to stockholders shall be distributed on an equal priority, pro rata basis to the holders of Class A common stock and Class B common stock.

Subdivisions and Combinations. If we subdivide or combine in any manner outstanding shares of Class A common stock or Class B common stock, then the outstanding shares of all common stock will be subdivided or combined in the same proportion and manner.

Conversion. Shares of Class B common stock may be converted to Class A common stock at any time immediately following the closing of this offering at the option of the stockholder. Shares of Class B common

stock automatically convert to Class A common stock upon the following: (i) sale or transfer of such share of Class B common stock; (ii) the death of the Class B common stockholder (or nine months after the date of death if the stockholder is one of our founders); and (iii) on the final conversion date, defined as the earlier of (a) the first trading day on or after the date on which the outstanding shares of Class B common stock represent less than 10% of the then outstanding Class A and Class B common stock; (b) the tenth anniversary of this offering; or (c) the date specified by vote of the holders of a majority of the outstanding shares of Class B common stock, voting as a single class.

Preferred Stock

As of April 30, 2015, there were 122,280,679 shares of our preferred stock outstanding. Immediately prior to the closing of this offering, each outstanding share of our preferred stock will convert into one share of our Class B common stock.

Upon the closing of this offering, our board of directors may, without further action by our stockholders, fix the rights, preferences, privileges and restrictions of up to an aggregate of shares of preferred stock in one or more series and authorize their issuance. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of our common stock. The issuance of our preferred stock could adversely affect the voting power of holders of our common stock, and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change of control or other corporate action. Upon the closing of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

Registration Rights

Stockholder Registration Rights

We are party to an investor rights agreement which provides that holders of our preferred stock, including certain holders of 5% of our capital stock and entities affiliated with certain of our directors, have certain registration rights, as set forth below. This investor rights agreement was entered into in April 2014 and has been amended and restated from time to time in connection with our preferred stock financings. The registration of shares of our Class B common stock pursuant to the exercise of registration rights described below would enable the holders to sell these shares without restriction under the Securities Act when the applicable registration statement is declared effective. We will pay the registration expenses, other than underwriting discounts and selling commissions, of the shares registered pursuant to the demand, piggyback and Form S-3 registrations described below.

Generally, in an underwritten offering, the managing underwriter, if any, has the right, subject to specified conditions, to limit the number of shares such holders may include. The demand, piggyback and Form S-3 registration rights described below will expire three years after the effective date of the registration statement, of which this prospectus forms a part, or with respect to any particular stockholder, such time as that stockholder holds less than 1% of the number of shares of our common stock then outstanding and that stockholder can sell all of its shares under Rule 144 of the Securities Act during any three-month period.

Demand Registration Rights

The holders of an aggregate of 122,280,679 shares of Class B common stock, issuable upon conversion of outstanding preferred stock, will be entitled to certain demand registration rights. At any time beginning 180 days after the consummation of this offering, the holders of at least 70% of these shares may, on not more than two occasions, request that we register all or a portion of their shares. Such request for registration must cover 20% of such shares then outstanding.

Piggyback Registration Rights

In connection with this offering, the holders of an aggregate of 122,280,679 shares of Class B common stock, issuable upon conversion of outstanding preferred stock, were entitled to, and the necessary percentage of holders waived, their rights to notice of this offering and to include their shares of registrable securities in this offering. In the event that we propose to register any of our securities under the Securities Act, either for our own account or for the account of other security holders, the holders of these shares will be entitled to certain "piggyback" registration rights allowing the holder to include their shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to a demand registration or a registration statement on Forms S-4 or S-8, the holders of these shares are entitled to notice of the registration and have the right, subject to limitations that the underwriters may impose on the number of shares included in the registration, to include their shares in the registration.

Form S-3 Registration Rights

The holders of an aggregate of 122,280,679 shares of Class B common stock, issuable upon conversion of outstanding preferred stock, will be entitled to certain Form S-3 registration rights. The holders of these shares can make a request that we register their shares on Form S-3 if we are qualified to file a registration statement on Form S-3 and if the reasonably anticipated aggregate gross proceeds of the shares offered would equal or exceed $1,000,000. We will not be required to effect more than two registrations on Form S-3.

Anti-Takeover Provisions

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Among other things, our amended and restated certificate of incorporation and amended and restated bylaws will:

permit our board of directors to issue up to shares of preferred stock, with any rights, preferences and privileges as they may designate, including the right to approve an acquisition or other change of control;

provide that the authorized number of directors may be changed only by resolution of our board of directors;

provide that our board of directors will be classified into three classes of directors;

provide that, subject to the rights of any series of preferred stock to elect directors, directors may only be removed for cause, which removal may be effected, subject to any limitation imposed by law, by the holders of at least a majority of the voting power of all of our then-outstanding shares of the capital stock entitled to vote generally at an election of directors;

provide that all vacancies, including newly created directorships, may, except as otherwise required by law, be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;

require that any action to be taken by our stockholders must be effected at a duly called annual or special meeting of stockholders and not be taken by written consent or electronic transmission;

provide that stockholders seeking to present proposals before a meeting of stockholders or to nominate candidates for election as directors at a meeting of stockholders must provide advance notice in writing, and also specify requirements as to the form and content of a stockholder' s notice;

provide that special meetings of our stockholders may be called only by the chairman of our board of directors, our chief executive officer or by our board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors; and

not provide for cumulative voting rights, therefore allowing the holders of a majority of the shares of common stock entitled to vote in any election of directors to elect all of the directors standing for election, if they should so choose.

The amendment of any of these provisions would require approval by the holders of at least 66 2/3% of the voting power of all of our then-outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class.

The combination of these provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce our vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of delaying changes in our control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of our stock.

Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

upon closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines business combination to include the following:

any merger or consolidation involving the corporation and the interested stockholder;

any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;

subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;

any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or

the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person' s affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Choice of Forum

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could find the choice of forum provisions contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable.

Limitations of Liability and Indemnification

See the section titled "Executive Compensation–Limitation on Liability and Indemnification."

Transfer Agent and Registrar

Upon the closing of this offering, the transfer agent and registrar for our Class A and Class B common stock will be American Stock Transfer & Trust Company, LLC. The transfer agent' s address is 6201 15th Avenue, Brooklyn, New York 11219, and its telephone number is (800) 937-5449.

Exchange Listing

We intend to apply to have our Class A common stock approved for listing on under the symbol "PSTG."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, no public market for our Class A common stock existed, and a liquid trading market for our Class A common stock may not develop or be sustained after this offering. Future sales of substantial amounts of our Class A common stock in the public market could adversely affect prevailing market prices of our Class A common stock from time to time and could impair our future ability to raise equity capital in the future. Furthermore, because only a limited number of shares of our Class A common stock will be available for sale shortly after this offering due to certain contractual and legal restrictions on resale described below, sales of substantial amounts of our Class A common stock in the public market after such restrictions lapse, or the anticipation of such sales, could adversely affect the prevailing market price of our Class A common stock and our ability to raise equity capital in the future.

Based upon the number of shares outstanding as of April 30, 2015, upon the closing of this offering, we will have outstanding an aggregate of shares of Class A common stock and 159,657,262 shares of Class B common stock, assuming no exercise of the underwriters' over-allotment option and no exercise of outstanding options, after giving effect to the conversion of all outstanding shares of our preferred stock into 122,280,679 shares of Class B common stock immediately prior to the closing of this offering. All of the shares sold in this offering by us will be freely tradable without restrictions or further registration under the Securities Act, unless held by our affiliates, as that term is defined under Rule 144 under the Securities Act, or subject to lock-up agreements. The remaining shares of Class B common stock outstanding upon the closing of this offering are restricted securities as defined in Rule 144. Restricted securities may be sold in the U.S. public market only if registered or if they qualify for an exemption from registration, including by reason of Rule 144 or Rule 701 under the Securities Act, which rules are summarized below. These remaining shares will generally become available for sale in the public market as follows:

- no shares will be eligible for sale in the public market on the date of this prospectus; and
- approximately shares will be eligible for sale in the public market upon expiration of lock-up agreements 181 days after the date of this prospectus, subject in certain circumstances to the volume, manner of sale and other limitations of Rule 144 and Rule 701.

As of April 30, 2015, of the 59,227,741 shares of Class B common stock issuable upon exercise of options outstanding, approximately shares will be vested and eligible for sale 181 days after the date of this prospectus.

We may issue shares of common stock from time to time as consideration for future acquisitions, investments or other corporate purposes. In the event that any such acquisition, investment or other transaction is significant, the number of shares of common stock that we may issue may in turn be significant. We may also grant registration rights covering those shares of common stock issued in connection with any such acquisition and investment.

In addition, the shares of Class A common stock reserved for future issuance under our 2015 Plan will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements, a registration statement under the Securities Act or an exemption from registration, including Rule 144 and Rule 701.

Rule 144

In general, persons who have beneficially owned restricted shares of our common stock for at least six months, and any affiliate of the company who owns either restricted or unrestricted shares of our common stock, are entitled to sell their securities without registration with the SEC under an exemption from registration provided by Rule 144 under the Securities Act.

In general, a person who has beneficially owned restricted shares of our common stock for at least six months would be entitled to sell their securities provided that (1) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale, (2) we have been subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale and (3) we are current in our Exchange Act reporting at the time of sale.

Persons who have beneficially owned restricted shares of our common stock for at least six months, but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares of our Class A common stock then outstanding, which will equal approximately shares immediately after the closing of this offering based on the number of common shares outstanding as of April 30, 2015.
- the average weekly trading volume of our Class A common stock on during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Such sales by affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

In general, under Rule 701, a person who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been one of our affiliates during the immediately preceding 90 days may sell these shares in reliance upon Rule 144, but without being required to comply with the notice, manner of sale, public information requirements or volume limitation provisions of Rule 144. Rule 701 also permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701. As of April 30, 2015, shares of our outstanding Class B common stock had been issued in reliance on Rule 701 as a result of exercises of stock options and issuance of restricted stock. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Form S-8 Registration Statements

We intend to file with the SEC one or more registration statements on Form S-8 under the Securities Act to register the offer and sale of shares of our common stock that are issuable pursuant to our 2009 Plan and 2015 Plan. These registration statements will become effective immediately upon filing. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described below and Rule 144 limitations applicable to affiliates.

Lock-Up Arrangements

We, all of our directors and executive officers and holders of substantially all of our common stock and securities exercisable for or convertible into our Class A and Class B common stock outstanding immediately upon the closing of this offering, have agreed with the underwriters that, for a period of 180 days following the date of this prospectus, subject to certain exceptions, we and they will not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, or otherwise dispose of or hedge any of our shares of common stock, any options, or any securities convertible into, or exchangeable for or that represent the right to receive shares of our common stock. These agreements are described in the section of this prospectus titled “Underwriting.”

In addition to the restrictions contained in the lock-up agreements described above, we have entered into agreements with certain security holders, including the investor rights agreement and our standard form of option agreement, that contain market stand-off provisions imposing restrictions on the ability of such security holders to offer, sell or transfer our equity securities for a period of 180 days following the date of this prospectus.

Registration Rights

Upon the closing of this offering, the holders of 122,280,679 shares of our Class B common stock issuable upon conversion of outstanding preferred stock, or their transferees, will be entitled to certain rights with respect to the registration of the offer and sale of their shares under the Securities Act. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. See the section titled "Description of Capital Stock–Registration Rights" for additional information.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR CLASS A COMMON STOCK

The following discussion describes the material U.S. federal income and estate tax consequences of the acquisition, ownership and disposition of our Class A common stock acquired in this offering by Non-U.S. Holders (as defined below). This discussion does not address all aspects of U.S. federal income and estate taxes, does not discuss the potential application of the alternative minimum or Medicare Contribution tax, and does not deal with state, local or non-U.S. tax consequences that may be relevant to Non-U.S. Holders in light of their particular circumstances, nor does it address U.S. federal tax consequences other than income and estate taxes. Rules different from those described below may apply to certain Non-U.S. Holders that are subject to special treatment under the Internal Revenue Code of 1986, as amended (the "Code"), such as financial institutions, insurance companies, tax-exempt organizations, "foreign governments," international organizations, broker-dealers and traders in securities, U.S. expatriates, "controlled foreign corporations," "passive foreign investment companies," corporations that accumulate earnings to avoid U.S. federal income tax, persons that hold our Class A common stock as part of a "straddle," "conversion transaction," or other risk reduction strategy, partnerships and other pass-through entities, and investors in such partnerships or pass-through entities (regardless of their places of organization or formation). Such Non-U.S. Holders are urged to consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them. Furthermore, the discussion below is based upon the provisions of the Code, and Treasury regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked or modified, perhaps retroactively, so as to result in U.S. federal income or estate tax consequences different from those discussed below. We have not requested a ruling from the IRS with respect to the statements made and the conclusions reached in the following summary. This discussion assumes that the Non-U.S. Holder holds our Class A common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment).

Persons considering the purchase of our Class A common stock pursuant to this offering should consult their own tax advisors concerning the U.S. federal income and estate tax consequences of acquiring, owning and disposing of our Class A common stock in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction, including any state, local and non-U.S. tax consequences and any U.S. federal non-income tax consequences.

For the purposes of this discussion, a "Non-U.S. Holder" is, for U.S. federal income tax purposes, a beneficial owner of Class A common stock that is not a U.S. Holder. A "U.S. Holder" means a beneficial owner of our Class A common stock that is for U.S. federal income tax purposes (a) an individual who is a citizen or resident of the United States, (b) a corporation or other entity treated as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (d) a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person. Also, partnerships, or other entities that are treated as partnerships for U.S. federal income tax purposes (regardless of their place of organization or formation) and entities that are treated as disregarded entities for U.S. federal income tax purposes (regardless of their place of organization or formation) are not addressed by this discussion and are, therefore, not considered to be Non-U.S. Holders for the purposes of this discussion.

Distributions

Subject to the discussion below, distributions, if any, made on our Class A common stock to a Non-U.S. Holder generally will constitute dividends for U.S. federal income tax purposes to the extent made out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) and generally will be subject to withholding tax at a 30% rate or such lower rate as may be specified by an applicable

income tax treaty. To obtain a reduced rate of withholding under a treaty, a Non-U.S. Holder generally will be required to provide us with a properly executed Internal Revenue Service ("IRS") Form W-8BEN, W-BEN-E or other appropriate form, certifying the Non-U.S. Holder' s entitlement to benefits under that treaty. In the case of a Non-U.S. Holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of that treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a Non-U.S. Holder holds stock through a financial institution or other agent acting on the holder' s behalf, the holder will be required to provide appropriate documentation to such agent. The holder' s agent may then be required to provide certification to the applicable withholding agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty, you should consult with your own tax advisor to determine if you are able to obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

Withholding tax is generally not imposed on dividends paid to a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder' s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment that such holder maintains in the United States) if a properly executed IRS Form W-8ECI, stating that the dividends are so connected, is furnished to the applicable withholding agent. In general, such effectively connected dividends will be subject to U.S. federal income tax, on a net income basis at the regular graduated rates. A Non-U.S. Holder that is a corporation for U.S. federal income tax purposes that receives effectively connected dividends may also be subject to an additional "branch profits tax," which is imposed, under certain circumstances, at a rate of 30% (or such lower rate as may be specified by an applicable tax treaty) on the corporate Non-U.S. Holder' s effectively connected earnings and profits, subject to certain adjustments.

To the extent distributions on our Class A common stock, if any, exceed our current and accumulated earnings and profits, they will first reduce your adjusted basis in our Class A common stock as a non-taxable return of capital, but not below zero, and then any excess will be treated as gain and taxed in the same manner as gain realized from a sale or other disposition of Class A common stock as described in the next section.

Gain on Disposition of Our Class A Common Stock

Subject to the discussions below regarding backup withholding and foreign accounts, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain realized on a sale or other taxable disposition of our Class A common stock unless (a) the gain is effectively connected with a trade or business of such holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment that such holder maintains in the United States), (b) the Non-U.S. Holder is a nonresident alien individual and is present in the United States for 183 or more days in the taxable year of the disposition and certain other conditions are met, or (c) we are or have been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code at any time within the shorter of the five-year period preceding such disposition or such holder' s holding period.

If you are a Non-U.S. Holder described in (a) above, you generally will be required to pay tax on the net gain derived from the sale at regular graduated U.S. federal income tax rates and corporate Non-U.S. Holders described in (a) above may be subject to the additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. If you are an individual Non-U.S. Holder described in (b) above, you will be required to pay a flat 30% tax on the gain derived from the sale, which gain may be offset by certain U.S. source capital losses (even though you are not considered a resident of the United States). With respect to (c) above, in general, we would be a United States real property holding corporation if interests in U.S. real estate constituted (by fair market value) at least half of our total worldwide real property interests plus business assets. We believe that we are not, and do not anticipate becoming, a United States real property holding corporation; however, there can be no assurance that we will not become a United States real property holding corporation in the future. Even if we are treated as a United States real property holding corporation, such treatment will not

cause gain realized by a Non-U.S. Holder on a disposition of our Class A common stock to be subject to U.S. federal income tax so long as (1) the Non-U.S. Holder owned, directly, indirectly and constructively, no more than 5% of our Class A common stock at all times within the shorter of (i) the five-year period preceding the disposition or (ii) the holder' s holding period and (2) our Class A common stock is regularly traded on an established securities market. There can be no assurance that our Class A common stock will continue to qualify as regularly traded on an established securities market.

Information Reporting Requirements and Backup Withholding

Generally, we or certain financial intermediaries must report information to the IRS with respect to any dividends we pay on our Class A common stock including the amount of any such dividends, the name and address of the recipient, and the amount, if any, of tax withheld. A similar report is sent to the holder to whom any such dividends are paid. Pursuant to tax treaties or certain other agreements, the IRS may make its reports available to tax authorities in the recipient' s country of residence.

Dividends paid by us (or certain financial intermediaries) to a Non-U.S. Holder may also be subject to U.S. backup withholding. U.S. backup withholding generally will not apply to a Non-U.S. Holder who provides a properly executed appropriate IRS Form W-8 or otherwise establishes an exemption.

Under current U.S. federal income tax law, U.S. information reporting and backup withholding requirements generally will apply to the proceeds of a disposition of our Class A common stock effected by or through a U.S. office of any broker, U.S. or non-U.S., unless the holder provides a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding requirements will not apply to a payment of disposition proceeds to a Non-U.S. Holder where the transaction is considered effected outside the United States through a non-U.S. office of a non-U.S. broker. Information reporting and backup withholding requirements may, however, apply to a payment of disposition proceeds if the broker has actual knowledge, or reason to know, that the holder is, in fact, a U.S. person. For information reporting purposes, certain brokers with substantial U.S. ownership or operations will generally be treated in a manner similar to U.S. brokers.

Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished to the IRS. If backup withholding is applied to you, you should consult with your own tax advisor to determine if you are able to obtain a tax refund or credit with respect to the amount withheld.

Foreign Accounts

A U.S. federal withholding tax of 30% may apply to dividends and, for any disposition occurring on or after January 1, 2017, the gross proceeds of a disposition of our Class A common stock paid to a foreign financial institution (as specifically defined by applicable rules), including when the foreign financial institution holds our Class A common stock on behalf of a Non-U.S. Holder, unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). This U.S. federal withholding tax of 30% will also apply to dividends and, for any disposition occurring on or after January 1, 2017, the gross proceeds of a disposition of our Class A common stock paid to a non-financial foreign entity unless such entity provides the withholding agent with either a certification that it does not have any substantial direct or indirect U.S. owners or provides information regarding direct and indirect U.S. owners of the entity. The withholding tax described above will not apply if the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from the rules. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Under certain circumstances, a Non-U.S. Holder might be eligible for refunds or credits of such taxes. Holders are encouraged to consult with their own tax advisors regarding the possible implications of this withholding tax on their investment in our Class A common stock.

Federal Estate Tax

An individual who at the time of death is not a citizen or resident of the United States and who is treated as the owner of, or has made certain lifetime transfers of, an interest in our Class A common stock will be required to include the value thereof in his or her taxable estate for U.S. federal estate tax purposes, and may be subject to U.S. federal estate tax unless an applicable estate tax treaty provides otherwise. The test for whether an individual is a resident of the United States for federal estate tax purposes differs from the test used for U.S. federal income tax purposes. Some individuals, therefore, may be "Non-U.S. Holders" for U.S. federal income tax purposes, but not for U.S. federal estate tax purposes, and vice versa.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF OUR CLASS A COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAW, AS WELL AS TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL, NON-U.S. OR U.S. FEDERAL NON-INCOME TAX LAWS.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC and Goldman, Sachs & Co. are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares of our Class A common stock indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
Goldman, Sachs & Co.	
Barclays Capital Inc.	
Allen & Company LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Pacific Crest Securities, a division of KeyBanc Capital Markets Inc.	
Stifel, Nicolaus & Company, Incorporated	
Raymond James & Associates, Inc.	
Evercore Group L.L.C.	
Total	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of Class A common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of Class A common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of Class A common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers. After the initial offering of the shares of Class A common stock, the offering price and other selling terms may from time to time be varied by the representatives. Sales of Class A common stock made outside of the United States may be made by affiliates of the underwriters.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of Class A common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of Class A common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of Class A common stock as the number listed next to the underwriter' s name in the preceding table bears to the total number of shares of Class A common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of our Class A common stock.

	Per Share	Total	
		No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $. We have agreed to reimburse the underwriters for expense relating to clearance of this offering with the Financial Industry Regulatory Authority up to $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of our Class A common stock offered by them.

We intend to apply to have our Class A common stock approved for listing on the under the trading symbol "PSTG."

We and all directors and officers and the holders of all of our outstanding stock and stock options have agreed that, without the prior written consent of the representatives on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus (the "restricted period"):

offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;

file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or

enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, we and each such person agrees that, without the prior written consent of the representatives on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The restrictions described in the immediately preceding paragraph do not apply to:

(1) transactions relating to shares of our common stock or other securities acquired in this offering or in open market transactions after the completion of this offering;

(2) transfers of shares of our common stock or any security convertible into our common stock as a bona fide gift or charitable contribution;

(3) transfers of shares of our common stock or any security convertible into our common stock to an immediate family member or a trust for the direct or indirect benefit of the party subject to the lock-up agreement or such immediate family member of the party subject to the lock-up agreement (for purposes of the lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);

(4) transfers of shares of our common stock or any security convertible into our common stock by will or intestacy;

(5) transfers of shares of our common stock or any security convertible into our common stock pursuant to a domestic relations order, divorce decree or court order;

(6) distributions of shares of our common stock or any security convertible into our common stock to limited partners, members, stockholders or holders of similar equity interests in the party subject to the lock-up agreement;

(7) transfers or distributions of shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock by a stockholder that is a trust to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(8) transfers to us in connection with the repurchase of our common stock in connection with the termination of the employment with us of the party subject to the lock-up agreement pursuant to contractual agreements with us;

(9) the disposition of shares of our common stock to us, or the withholding of shares of our common stock by us, in a transaction exempt from Section 16(b) of the Exchange Act solely in connection with the payment of taxes due with respect to the vesting of restricted stock granted under a stock incentive plan, stock purchase plan or pursuant to a contractual employment arrangement described in this prospectus, insofar as such restricted stock is outstanding as of the date of this prospectus;

(10) the exercise of a stock option granted under a stock incentive plan or stock purchase plan described in this prospectus by the party subject to the lock-up agreement, and the receipt by the party subject to the lock-up agreement of shares of our common stock from us upon such exercise, insofar as such option is outstanding as of the date of this prospectus, provided that the underlying shares shall continue to be subject to the restrictions on transfer set forth in the lock-up agreement and, provided, further that, if required, any public report or filing under Section 16 of the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a stock option, that no shares were sold by the reporting person and that the shares received upon exercise of the stock option are subject to a lock-up agreement with the underwriters of this offering;

(11) a merger, consolidation or other similar transaction involving a change of control that has been approved by our board of directors, provided that, in the event that such change of control transaction is not completed, this clause (11) shall not be applicable and the shares of the party subject to the lock-up agreement shall remain subject to the restrictions contained in the lock-up agreement;

(12) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of our common stock provided that (i) such plan does not provide for the transfer of our common stock during the restricted period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the party subject to the lock-up agreement or us regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of our common stock may be made under such plan during the restricted period;

provided, that, in the case of clauses (2), (3), (4), (5), (6) or (7) above each transferee, donee or distributee shall sign and deliver a lock-up agreement; and, provided, further that in the case of clauses (1), (2), (3), (4), (5), (6), (7), (8) or (9) above no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of our common stock, shall be required or shall be voluntarily made during the restricted period. A “change of control” means the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter pursuant to this offering), of our voting securities if, after such transfer, such person or group of affiliated persons would hold at least 90% of our (or the surviving entity’ s) outstanding voting securities and for the avoidance of doubt, this offering is not a change of control.

The representatives, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the Class A common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Class A common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of Class A common stock in the open market to stabilize the price of the Class A common stock. These activities may raise or maintain the market price of the Class A common stock above independent market levels or prevent or retard a decline in the market price of the Class A common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of Class A common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors to be considered in determining the initial public offering price will be our future prospects and those of our industry in

general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") an offer to the public of any shares of our Class A common stock may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any shares of our Class A common stock may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or

in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of shares of our Class A common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares of our Class A common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of our Class A common stock to be offered so as to enable an investor to decide to purchase any shares of our Class A common stock, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State, and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

United Kingdom

Each underwriter has represented and agreed that:

it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA") received by it in connection with the issue or sale of the shares of our Class A common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our Class A common stock in, from or otherwise involving the United Kingdom.

Hong Kong

Each underwriter has represented and agreed that:

it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any of our Class A common stock other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (ii) in other

circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to our Class A common stock, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of our Class A common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;

where no consideration is or will be given for the transfer; or

where the transfer is by operation of law.

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "FIEL") has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of Class A common stock.

Accordingly, the shares of Class A common stock have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA ("FINMA"), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission ("ASIC"), in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to

investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

LEGAL MATTERS

The validity of the shares of Class A common stock offered hereby will be passed upon for us by Cooley LLP, Palo Alto, California. As of the date of this prospectus, GC&H Investments, LLC and GC&H Investments, entities comprised of partners and associates of Cooley LLP, beneficially own an aggregate of 550,055 shares of our preferred stock, all of which will be converted into 550,055 shares of Class B common stock upon the closing of this offering. Davis Polk & Wardwell LLP, Menlo Park, California is acting as counsel to the underwriters.

EXPERTS

The consolidated financial statements as of January 31, 2014 and 2015, and for each of the two years in the period ended January 31, 2015, included in this prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein. Such consolidated financial statements have been included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE CAN YOU FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock being offered by this prospectus. This prospectus does not contain all of the information in the registration statement and its exhibits. For further information about us and the Class A common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the Internet at the SEC' s website at http://www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street, NE, Washington, D.C. 20549. You may also obtain copies of these documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, NE, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities.

Upon the closing of this offering, we will be subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for inspection and copying at the public reference room and web site of the SEC referred to above. We also maintain a website at www.purestorage.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained on, or that can be accessed through, our website is not a part of this prospectus. Investors should not rely on any such information in deciding whether to purchase our Class A common stock. We have included our website address in this prospectus solely as an inactive textual reference.

PURE STORAGE, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of
Pure Storage, Inc.
Mountain View, California

We have audited the accompanying consolidated balance sheets of Pure Storage, Inc. and subsidiaries (the "Company") as of January 31, 2014 and 2015, and the related consolidated statements of operations, convertible preferred stock and stockholders' deficit, and cash flows for each of the two years in the period ended January 31, 2015. These financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company' s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Pure Storage, Inc. and subsidiaries as of January 31, 2014 and 2015, and the results of their operations and their cash flows for each of the two years in the period ended January 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

/S/ DELOITTE & TOUCHE LLP

San Jose, California
May 15, 2015

PURE STORAGE, INC.

Consolidated Balance Sheets
(in thousands, except per share data)

	January 31,			Pro Forma Stockholders' Equity
	2014	2015	April 30, 2015 (unaudited)	April 30, 2015 (unaudited)
ASSETS				
Current assets:				
Cash and cash equivalents	$130,885	$192,707	$173,226	
Accounts receivable, net of allowance of $160, $210 and $210 as of January 31, 2014 and 2015 and April 30, 2015 (unaudited)	14,835	59,032	54,962	
Inventory	7,892	21,605	23,075	
Deferred commissions–current	4,292	9,431	7,350	
Prepaid expenses and other current assets	6,032	11,195	14,928	
Total current assets	163,936	293,970	273,541	
Property and equipment–net	12,153	39,859	43,706	
Intangible assets–net	–	8,284	7,958	
Deferred income taxes–non-current	2,525	5,529	5,529	
Other long-term assets	6,390	14,177	14,684	
Total assets	$185,004	$361,819	$345,418	
LIABILITIES, CONVERTIBLE PREFERRED STOCK, AND STOCKHOLDERS' (DEFICIT) EQUITY				
Current liabilities:				
Accounts payable	$7,518	$11,007	$14,229	
Accrued compensation and benefits	6,782	13,811	7,946	
Accrued expenses and other liabilities	1,278	6,106	8,672	
Deferred revenue–current	7,933	32,199	42,273	
Liability related to early exercised stock options	3,029	6,485	6,055	
Deferred income taxes–current	2,617	5,829	5,829	
Total current liabilities	29,157	75,437	85,004	
Deferred revenue–non-current	8,894	41,470	53,594	
Other long-term liabilities	70	802	850	
Total liabilities	38,121	117,709	139,448	
Commitments and contingencies (Note 5)				
Convertible preferred stock, par value of $0.0001 per share–104,759, 123,880 and 123,880 shares authorized as of January 31, 2014 and 2015 and April 30, 2015 (unaudited); 104,106, 122,281 and 122,281 shares issued and outstanding as of January 31, 2014 and 2015 and April 30, 2015 (unaudited); aggregate liquidation preference of $266,622, $551,858 and $551,858 as of January 31, 2014, January 31, 2015 and April 30, 2015 (unaudited); no shares issued and outstanding as of April 30, 2015, pro forma (unaudited).	262,970	543,940	543,940	–
Stockholders' (deficit) equity:				
Class A and Class B common stock, par value of $0.0001 per share–200,000 (Class B 200,000), 230,812 (Class A 1, Class B 230,811) and 252,812 (Class A 1, Class B 252,811) shares authorized as of January 31, 2014 and 2015 and April 30, 2015 (unaudited); 28,439 (Class B 28,439), 36,465 (Class B 36,465) and 37,376 (Class B 37,376) shares issued and outstanding as of January 31, 2014 and 2015 and April 30, 2015 (unaudited); 159,657 (Class B 159,657) shares issued and outstanding as of April 30, 2015, pro forma (unaudited).	3	4	4	16
Additional paid-in capital	12,143	41,749	52,729	596,657
Accumulated deficit	(128,233)	(341,583)	(390,703)	(390,703)
Total stockholders' (deficit) equity	(116,087)	(299,830)	(337,970)	$ 205,970
Total liabilities, convertible preferred stock, and stockholders' deficit	$185,004	$361,819	$345,418	

See the accompanying notes to the consolidated financial statements.

PURE STORAGE, INC.

Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
Revenue:				
Product	$39,228	$154,836	$22,166	$63,618
Support	3,505	19,615	2,482	10,459
Total revenue	42,733	174,451	24,648	74,077
Cost of revenue:				
Product	19,974	63,425	9,793	22,712
Support	4,155	14,127	1,795	6,924
Total cost of revenue	24,129	77,552	11,588	29,636
Gross profit	18,604	96,899	13,060	44,441
Operating expenses:				
Research and development	36,081	92,707	12,807	31,682
Sales and marketing	54,750	152,320	25,115	48,327
General and administrative	5,902	32,354	4,925	12,692
Total operating expenses	96,733	277,381	42,847	92,701
Loss from operations	(78,129)	(180,482)	(29,787)	(48,260)
Other income (expense), net	(141)	(1,412)	(122)	(703)
Loss before provision for income taxes	(78,270)	(181,894)	(29,909)	(48,963)
Provision for income taxes	291	1,337	139	157
Net loss	$ (78,561)	$ (183,231)	$ (30,048)	$ (49,120)
Net loss per share attributable to common stockholders, basic and diluted	$(3.24)	$(6.56)	$(1.17)	$(1.51)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	24,237	27,925	25,662	32,605
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)		$(1.26)		$(0.32)
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)		145,719		154,886

See the accompanying notes to the consolidated financial statements.

PURE STORAGE, INC.

Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit
(in thousands, except per share data)

	Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount			
Balance–February 1, 2013	79,409	$95,137	27,438	$ 3	$3,317	$(42,470)	$(39,150)
Issuance of Series E convertible preferred stock at $6.93 per share, net of issuance costs of $3,354	24,697	167,833	–	–	–	–	–
Issuance of common stock upon exercise of stock options	–	–	4,047	–	336	–	336
Repurchase of common stock in connection with tender offer (Note 9)	–	–	(3,046)	–	–	(7,202)	(7,202)
Stock-based compensation	–	–	–	–	8,298	–	8,298
Vesting of early exercised stock options	–	–	–	–	192	–	192
Net loss	–	–	–	–	–	(78,561)	(78,561)
Balance–January 31, 2014	104,106	262,970	28,439	$ 3	$12,143	$(128,233)	$(116,087)
Issuance of Series E convertible preferred stock at $6.93 per share	65	450	–	–	–	–	–
Issuance of Series F convertible preferred stock at $15.73 per share, net of issuance costs of $4,197	14,308	220,803	–	–	–	–	–
Issuance of Series F-1 convertible preferred stock at $15.73 per share, net of issuance costs of $69	3,802	59,717	–	–	–	–	–
Issuance of common stock upon exercise of stock options, including stock options exercised via promissory notes (Note 9)	–	–	11,879	2	3,045	–	3,047
Repurchase of common stock in connection with tender offer (Note 9)	–	–	(3,803)	(1)	–	(30,119)	(30,120)
Repurchase of common stock from early exercised stock options	–	–	(50)	–	–	–	–
Stock-based compensation	–	–	–	–	25,399	–	25,399
Vesting of early exercised stock options	–	–	–	–	1,162	–	1,162
Net loss	–	–	–	–	–	(183,231)	(183,231)
Balance–January 31, 2015	122,281	$ 543,940	36,465	$ 4	$ 41,749	$ (341,583)	$ (299,830)
Issuance of common stock upon exercise of stock options (unaudited)	–	–	911	–	1,691	–	1,691
Stock-based compensation (unaudited)	–	–	–	–	8,859	–	8,859
Vesting of early exercised stock options (unaudited)	–	–	–	–	430	–	430
Net loss (unaudited)	–	–	–	–	–	(49,120)	(49,120)
Balance–April 30, 2015 (unaudited)	122,281	$543,940	37,376	$ 4	$52,729	$(390,703)	$(337,970)

See the accompanying notes to the consolidated financial statements.

PURE STORAGE, INC.

Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
CASH FLOWS FROM OPERATING ACTIVITIES				
Net loss	$ (78,561)	$ (183,231)	$(30,048)	$(49,120)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization	4,431	15,392	2,218	6,479
Stock-based compensation	8,298	25,399	4,451	8,859
Other	92	277	3	–
Changes in operating assets and liabilities:				
Accounts receivable, net	(12,038)	(44,197)	(4,722)	4,070
Inventory	(5,077)	(13,713)	(5,151)	(1,470)
Deferred commissions	(7,129)	(9,838)	(52)	1,763
Prepaid expenses and other assets	(4,400)	(6,550)	8	(2,985)
Accounts payable	5,243	3,474	436	(285)
Accrued compensation and other liabilities	6,771	12,450	(1,719)	(3,626)
Deferred revenue	15,141	56,842	7,673	22,198
Net cash used in operating activities	(67,229)	(143,695)	(26,903)	(14,117)
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property and equipment	(12,273)	(42,227)	(9,515)	(6,742)
Purchases of intangible assets	–	(9,125)	(1,500)	–
Increase in restricted cash	(3,034)	(1,613)	(1,590)	–
Net cash used in investing activities	(15,307)	(52,965)	(12,605)	(6,742)
CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds from issuance of convertible preferred stock, net of issuance costs	167,833	280,970	225,000	–
Net proceeds from exercise of stock options, including proceeds from repayment of promissory notes	2,670	7,665	1,496	1,691
Repurchase of common stock in connection with tender offers (Note 9)	(7,202)	(30,120)	–	–
Payments of deferred offering costs	–	(33)	–	(313)
Net cash provided by financing activities	163,301	258,482	226,496	1,378
Net increase (decrease) in cash and cash equivalents	80,765	61,822	186,988	(19,481)
Cash and cash equivalents, beginning of period	50,120	130,885	130,885	192,707
Cash and cash equivalents, end of period	$130,885	$192,707	$317,873	$173,226
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION				
Cash paid for income taxes	$87	$429	$132	$274
SUPPLEMENTAL DISCLOSURES OF NON-CASH INVESTING AND FINANCING INFORMATION				
Purchase of equipment included in accounts payable	$1,224	$1,323	$1,528	$4,580
Vesting of early exercised stock options and restricted stock awards	$192	$1,162	$129	$430
Cashless exercise of stock options during tender offers (Note 9)	$640	$2,057	$–	$–
Unpaid deferred offering costs	$–	$55	$–	$679
Unpaid preferred stock issuance costs	$–	$–	$4,197	$–

See the accompanying notes to the consolidated financial statements.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

Note 1. Organization

Organization and Description of Business

Pure Storage, Inc. was originally incorporated in the state of Delaware in October 2009 under the name OS76, Inc. In January 2010, we changed our name to Pure Storage, Inc. We provide an enterprise data storage platform that transforms business through a dramatic increase in performance and reduction in complexity and costs. We are headquartered in Mountain View, California and have wholly owned subsidiaries throughout the world, including Europe and Asia.

Note 2. Basis of Presentation and Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Pure Storage, Inc. and our wholly owned subsidiaries and have been prepared in conformity with accounting principles generally accepted in the United States, or U.S. GAAP. All intercompany balances and transactions have been eliminated in consolidation.

Unaudited Interim Consolidated Financial Information

The accompanying interim consolidated balance sheet as of April 30, 2015 and the consolidated statements of operations and cash flows for the three months ended April 30, 2014 and 2015, and the consolidated statement of convertible preferred stock and stockholders' deficit for the three months ended April 30, 2015, and the related footnote disclosures are unaudited. These unaudited interim financial statements have been prepared in accordance with U.S. GAAP. In management' s opinion, the unaudited interim financial statements have been prepared on the same basis as the audited financial statements and include all adjustments, which include only normal recurring adjustments, necessary for the fair presentation of our statement of financial position as of April 30, 2015 and our results of operations and cash flows for the three months ended April 30, 2014 and 2015. The results for the three months ended April 30, 2015 are not necessarily indicative of the results expected for the full fiscal year or any other period.

Stock Split

In November 2013, we effected a 2-for-1 stock split. We also effected a 3-for-1 stock split in a prior fiscal year. All references to common stock and convertible preferred stock shares and per share amounts including options to purchase common stock have been retroactively restated to reflect these stock splits.

Foreign Currency

The functional currency of our foreign subsidiaries is the U.S. dollar. Transactions denominated in currencies other than the functional currency are remeasured to the functional currency at the average exchange rate in effect during the period. At the end of each reporting period, monetary assets and liabilities are remeasured using exchange rates in effect at the balance sheet date. Non-monetary assets and liabilities are remeasured at historical exchange rates. Foreign currency transaction gains and losses are recorded in other income (expense), net in the consolidated statements of operations. For the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015, we recorded net foreign currency transaction losses of $16,000, $648,000, $12,000 and $433,000, respectively.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and accompanying notes. Actual results could differ from these estimates. Such estimates include, but are not limited to, the determination of best estimate of selling price included in multiple-deliverable revenue arrangements, sales commissions, useful lives of intangible assets and property and equipment, fair values of stock-based awards, provision for income taxes, including related reserves, among others. Management bases its estimates on historical experience and on various other assumptions which management believes to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities.

Unaudited Pro Forma Stockholders' Equity

Upon the completion of an initial public offering, or IPO, all outstanding shares of convertible preferred stock will automatically convert into shares of Class B common stock. The pro forma stockholders' equity data as of April 30, 2015 has been prepared assuming the automatic conversion of all outstanding shares of convertible preferred stock into 122,280,679 shares of Class B common stock.

Concentration Risk

Financial instruments that are exposed to concentration of credit risk consist primarily of cash and cash equivalents and accounts receivable. As of January 31, 2014 and 2015 and April 30, 2015, substantially all of our cash and cash equivalents have been invested in money market funds with one financial institution, and such deposits exceed federally insured limits. Management believes that the financial institutions that hold our investments are financially sound and, accordingly, are subject to minimal credit risk. We define a customer as an end user that purchases our products and services from one of our channel partners or from us directly. Our revenue and accounts receivable are derived substantially from the United States across a multitude of industries. We perform ongoing evaluations to determine customer credit. As of January 31, 2014, we had one channel partner that individually represented 27% of total accounts receivable. As of January 31, 2015, we had another channel partner that individually represented 13% of total accounts receivable. No single channel partner or customer represented over 10% of total accounts receivable as of April 30, 2015. No single channel partner or customer represented over 10% of revenue for the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015. We rely on a limited number of suppliers for our contract manufacturing and certain raw material components. In instances where suppliers fail to perform their obligations, we may be unable to find alternative suppliers or satisfactorily deliver our products to our customers on time.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash in banks and highly liquid investments, primarily money market funds, purchased with an original maturity of three months or less.

Restricted Cash

Restricted cash is comprised of certificates of deposit related to one of our leases. As of January 31, 2014 and 2015 and April 30, 2015, we had restricted cash of $3.0 million, $4.6 million and $4.6 million, respectively, which was included in other long-term assets in the consolidated balance sheets.

Fair Value of Financial Instruments

The carrying value of our financial instruments, including cash equivalents, accounts receivable, accounts payable and accrued liabilities, approximates fair value.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

Accounts Receivable and Allowance

Accounts receivable are recorded at the invoiced amount, and stated at realizable value, net of an allowance for doubtful accounts. Credit is extended to customers based on an evaluation of their financial condition and other factors. We generally do not require collateral or other security to support accounts receivable. We perform ongoing credit evaluations of our customers and maintain an allowance for doubtful accounts.

We assess the collectability of the accounts by taking into consideration the aging of our trade receivables, historical experience, and management judgment. We write off trade receivables against the allowance when management determines a balance is uncollectible and no longer actively pursues collection of the receivable.

The following table presents the changes in the allowance for doubtful accounts:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
	(in thousands)			
Allowance for doubtful accounts, beginning balance	$−	$160	$ 160	$ 210
Charged to expense	160	50	−	−
Allowance for doubtful accounts, ending balance	$ 160	$ 210	$160	$210

Inventory

Inventory consists of finished goods and component parts, which are purchased from contract manufacturers. Product demonstration units, which we regularly sell, are the primary component of our inventories. Inventories are stated at the lower of cost or market. Cost is determined using the specific identification method for finished goods and weighted-average method for component parts. We account for excess and obsolete inventory by reducing the carrying value to the estimated net realizable value of the inventory based upon management' s assumptions about future demand and market conditions. In addition, we record a liability for firm, non-cancelable and unconditional purchase commitments with contract manufacturers and suppliers for quantities in excess of future demand forecasts consistent with excess and obsolete inventory valuations. Inventory write-offs were insignificant for the fiscal years ended January 31, 2014, 2015 and the three months ended April 30, 2014 and 2015.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the respective assets (test equipment−2 years, computer, equipment and software−2 to 3 years, furniture and fixtures−7 years). Leasehold improvements are amortized over the shorter of their estimated useful lives or the remaining lease term. Depreciation commences once the asset is placed in service.

Intangible Assets

Intangible assets are stated at cost, net of accumulated amortization. During the fiscal year ended January 31, 2015, we acquired certain technology patents for $9.1 million. This amount is being amortized on a straight-line basis over an estimated useful life of seven years.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

Impairment of Long-Lived Assets

We review our long-lived assets, including property and equipment, and finite-lived intangible assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. We measure the recoverability of these assets by comparing the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If the total of the future undiscounted cash flows is less than the carrying amount of an asset, we record an impairment charge for the amount by which the carrying amount of the asset exceeds its fair market value. There have been no impairment charges recorded in any of the periods presented in the consolidated financial statements.

Deferred Commissions

Deferred commissions consist of direct and incremental costs paid to our sales force related to customer contracts. The deferred commission amounts are recoverable through the revenue streams that will be recognized under the related customer contracts. Direct sales commissions are deferred when earned and amortized over the same period that revenue is recognized from the related customer contract. Amortization of deferred commissions is included in sales and marketing expense in the consolidated statements of operations.

As of January 31, 2014 and 2015 and April 30, 2015, we recorded short-term deferred commissions of $4.3 million, $9.4 million and $7.3 million, respectively, and long-term deferred commissions of $2.8 million, $7.5 million and $7.9 million, respectively, in other long-term assets in the consolidated balance sheets. During the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015, we recognized sales commission expenses of $11.0 million, $27.7 million, $5.3 million and $8.9 million, respectively.

Deferred Offering Costs

Deferred offering costs, consisting of legal, accounting and filing fees directly relating to our initial public offering, are capitalized. The deferred offering costs will be offset against the IPO proceeds upon the completion of the offering. In the event the offering is terminated, deferred offering costs will be expensed immediately. As of January 31, 2015 and April 30, 2015, we capitalized $88,000 and $1.0 million, respectively, of deferred offering costs. No amounts were capitalized as of January 31, 2014.

Revenue Recognition

We derive revenue from two sources: (1) product revenue which includes hardware and embedded software and (2) support revenue which includes customer support, hardware maintenance and software upgrades on a when-and-if-available basis.

We recognize revenue when:

Persuasive evidence of an arrangement exists−We rely upon sales agreements and/or purchase orders to determine the existence of an arrangement.

Delivery has occurred−We typically recognize product revenue upon shipment, as title and risk of loss are transferred to our channel partners at that time. Products are typically shipped directly by us to customers, and our channel partners do not stock our inventory.

The fee is fixed or determinable−We assess whether the fee is fixed or determinable based on the payment terms associated with the transaction.

Collection is reasonably assured−We assess collectability based on credit analysis and payment history.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

Our product revenue is derived from the sale of hardware and operating system software that is integrated into the hardware and therefore deemed essential to its functionality. The hardware and the operating system software essential to the functionality of the hardware are considered non-software deliverables and, therefore, are not subject to industry-specific software revenue recognition guidance.

Support revenue is derived from the sale of maintenance and support agreements. Maintenance and support agreements include the right to receive unspecified software upgrades and enhancements on a when-and-if-available basis, bug fixes, parts replacement services related to the hardware, as well as access to our cloud-based management and support platform. Revenue related to maintenance and support agreements are recognized ratably over the contractual term, which generally range from one to three years. Costs related to maintenance and support agreements are expensed as incurred. In addition, our *Forever Flash* program provides our customers who continually maintain active maintenance and support for three years with an included controller refresh with each additional three year maintenance and support renewal. In accordance with multiple-element arrangement accounting guidance, the controller refresh represents an additional deliverable that is a separate unit of accounting and the allocated revenue is recognized in the period in which these controllers are shipped.

Most of our arrangements, other than stand-alone renewals of maintenance and support agreements, are multiple-element arrangements with a combination of product and support related deliverables (as defined above). Under multiple-element arrangements, we allocate consideration at the inception of an arrangement to all deliverables based on the relative selling price method in accordance with the hierarchy provided by the multiple-element arrangement accounting guidance, which includes (i) vendor-specific objective evidence, or VSOE, of selling price, if available; (ii) third-party evidence, or TPE, of selling price, if VSOE is not available; and (iii) best estimate of selling price, or BESP, if neither VSOE nor TPE is available. As discussed below, because we have not established VSOE for any of our deliverables and TPE typically cannot be obtained, we typically allocate consideration to all deliverables based on BESP.

VSOE–We determine VSOE based on our historical pricing and discounting practices for the specific products and services when sold separately. In determining VSOE, we require that a substantial majority of the stand-alone selling prices fall within a reasonably narrow pricing range. We have not established VSOE for any of our hardware and support related deliverables given that our pricing is not sufficiently concentrated (based on an analysis of separate sales of the deliverables) to conclude that we can demonstrate VSOE of selling prices.

TPE–When VSOE cannot be established for deliverables in multiple-element arrangements, we apply judgment with respect to whether we can establish a selling price based on TPE. TPE is determined based on competitor prices for interchangeable products or services when sold separately to similarly situated customers. However, because our products contain a significant element of proprietary technology and our solutions offer substantially different features and functionality, the comparable pricing of products with similar functionality typically cannot be obtained.

BESP–When neither VSOE nor TPE can be established, we utilize BESP to allocate consideration to deliverables in a multiple-element arrangement. Our process to determine BESP for products and support is based on qualitative and quantitative considerations of multiple factors, which primarily include historical sales, margin objectives and discount behavior. Additional considerations are given to other factors such as customer demographics, costs to manufacture products or provide support, pricing practices and market conditions.

Deferred Revenue

Deferred revenue consists of amounts that have been invoiced but that have not yet been recognized as revenue and primarily consists of support. The current portion of deferred revenue represents the amounts that are expected to be recognized as revenue within one year of the consolidated balance sheet date.

Warranty Costs

We generally provide a three-year warranty on hardware and a 90-day warranty on our software embedded in the hardware. Our hardware warranty provides for parts replacement for defective components and our software warranty provides for bug fixes. With respect to our hardware warranty obligation, we have a warranty agreement with our contract manufacturer under which our contract manufacturer is generally required to replace defective hardware within three years of shipment. Furthermore, our maintenance and support agreement provides for the same parts replacement that customers are entitled to under our warranty program, except that replacement parts are delivered according to targeted response times to minimize disruption to our customers' critical business applications. Substantially all customers purchase maintenance and support agreements.

Therefore, given the warranty agreement with our contract manufacturer and that substantially all our products sales are sold together with maintenance and support agreements, we generally do not have exposure related to warranty costs and no warranty reserve has been recorded.

Research and Development

Research and development costs are expensed as incurred. Research and development costs consist primarily of personnel costs including stock-based compensation expense, expensed prototype, to the extent there is no alternative use for that equipment, consulting services, depreciation of equipment used in research and development and allocated overhead costs.

Software Development Costs

We expense software development costs before technological feasibility is reached. We have determined that technological feasibility is reached shortly before the release of our products and as a result, the development costs incurred after the establishment of technological feasibility and before the release of those products have not been significant and accordingly, all software development costs have been expensed as incurred.

Software development costs also include costs incurred related to our hosted applications used to deliver our support services. Capitalization begins when the preliminary project stage is complete, management with the relevant authority authorizes and commits to the funding of the software project, and it is probable the project will be completed and the software will be used to perform the intended function. Total costs related to our hosted applications incurred to date have been insignificant and as a result no software development costs were capitalized during the fiscal years ended January 31, 2014 and 2015, and the three months ended April 30, 2014 and 2015.

Advertising Expenses

Advertising costs are expensed as incurred. Advertising expenses were $195,000 and $1.4 million for the fiscal years ended January 31, 2014 and 2015, respectively, and $147,000 and $383,000 for the three months ended April 30, 2014 and 2015, respectively.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

Stock-Based Compensation

We determine the fair value of our stock options issued to employees on the date of grant utilizing the Black-Scholes option pricing model, which is impacted by the fair value of our common stock, as well as changes in assumptions regarding a number of subjective variables. These variables include the expected common stock price volatility over the term of the option awards, the expected term of the awards, risk-free interest rates and expected dividend yield.

We recognize stock-based compensation expense for stock-based awards on a straight-line basis over the period during which an employee is required to provide services in exchange for the award (generally the vesting period of the award). Stock-based compensation expense is recognized only for those awards expected to vest. We estimate future forfeitures at the date of grant and revise the estimates, if necessary, in subsequent periods if actual forfeitures differ from those estimates. For stock-based awards granted to employees with a performance condition, we recognize stock-based compensation expense for these awards under the accelerated attribution method over the requisite service period when management determines it is probable that the performance condition will be satisfied.

We determine the fair value of our stock options issued to non-employees on the date of grant utilizing the Black-Scholes option pricing model. Stock-based compensation expense for stock options issued to nonemployees is recognized over the requisite service period or when it is probable that the performance condition will be satisfied. Options subject to vesting are periodically remeasured to current fair value over the vesting period.

Comprehensive Loss

We did not have any other comprehensive income or loss during the periods presented and therefore comprehensive loss was the same as net loss.

Income Taxes

We account for income taxes using the asset and liability method. Deferred income taxes are recognized by applying enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The measurement of deferred tax assets is reduced, if necessary, by a valuation allowance to amounts that are more likely than not to be realized.

We recognize tax benefits from uncertain tax positions only if we believe that it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement.

Recent Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update No. 2014-09, or ASU 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 supersedes the revenue recognition requirements in *Revenue Recognition (Topic 605)*, and requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. As currently issued, ASU 2014-09 is effective for our fiscal year beginning February 1, 2017 and early adoption is not permitted. However, in April 2015, the FASB voted to issue a proposal that would defer the effective date for us to February 1, 2018 and early adoption

is allowed for our fiscal year beginning February 1, 2017. This standard will be applied using either the full or modified retrospective adoption methods. We are currently evaluating adoption methods and the impact of this standard on our consolidated financial statements.

Note 3. Fair Value Measurements

We define fair value as the exchange price that would be received from sale of an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. We measure our financial assets and liabilities at fair value at each reporting period using a fair value hierarchy which requires us to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument' s classification within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Three levels of inputs may be used to measure fair value:

Level I–Observable inputs are unadjusted quoted prices in active markets for identical assets or liabilities;

Level II–Observable inputs are quoted prices for similar assets and liabilities in active markets or inputs other than quoted prices that are observable for the assets or liabilities, either directly or indirectly through market corroboration, for substantially the full term of the financial instruments; and

Level III–Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. These inputs are based on our own assumptions used to measure assets and liabilities at fair value and require significant management judgment or estimation.

We classify our money market funds within Level I because they are valued using quoted market prices. We classify our restricted cash within Level II because they are valued using inputs other than quoted prices which are directly or indirectly observable in the market, including readily-available pricing sources for the identical underlying security which may not be actively traded.

The following tables set forth the fair value of our financial assets measured at fair value on a recurring basis as of January 31, 2014 and 2015 and April 30, 2015 using the above input categories (in thousands):

	January 31, 2014			
	Level I	Level II	Level III	Total
Financial Assets:				
Cash and cash equivalents:				
Money market funds	$126,248	$–	$ –	$126,248
Restricted cash:				
Certificates of deposit	–	3,034	–	3,034
Total assets measured at fair value	$ 126,248	$ 3,034	$–	$ 129,282

	January 31, 2015			
	Level I	Level II	Level III	Total
Financial Assets:				
Cash and cash equivalents:				
Money market funds	$190,621	$–	$ –	$190,621
Restricted cash:				
Certificates of deposit	–	4,648	–	4,648
Total assets measured at fair value	$ 190,621	$ 4,648	$–	$ 195,269

PURE STORAGE, INC.

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	April 30, 2015 (unaudited)			
	Level I	Level II	Level III	Total
Financial Assets:				
Cash and cash equivalents:				
Money market funds	$156,532	$ –	$ –	$156,532
Restricted cash:				
Certificates of deposit	–	4,648	–	4,648
Total assets measured at fair value	$ 153,532	$ 4,648	$ –	$ 161,180

Note 4. Balance Sheet Components

Property and Equipment, Net

Property and equipment, net consists of the following:

	January 31,		April 30, 2015 (unaudited)
	2014	2015	
	(in thousands)		
Test equipment	$15,024	$37,059	$45,461
Computer, equipment and software	4,693	19,022	19,995
Furniture and fixtures	279	2,460	2,502
Leasehold improvements	278	3,776	4,229
Total property and equipment	20,274	62,317	72,187
Less: accumulated depreciation and amortization	(8,121)	(22,458)	(28,481)
Property and equipment, net	$ 12,153	$ 39,859	$43,706

Depreciation and amortization expense for the fiscal years ended January 31, 2014 and 2015 was $4.4 million and $14.6 million, respectively, and was $2.2 million and $6.2 million for the three months ended April 30, 2014 and 2015, respectively.

Intangible Assets, Net

Intangible assets, net consist of the following:

	January 31, 2015	April 30, 2015 (unaudited)
	(in thousands)	
Technology patents	$ 9,125	$ 9,125
Accumulated amortization	(841)	(1,167)
Intangible assets, net	$ 8,284	$ 7,958

Intangible assets amortization expense was $841,000 and $326,000 for the fiscal year ended January 31, 2015, and the three months ended April 30, 2015, respectively. Due to the defensive nature of these patents, the amortization is included in general and administrative expenses in the consolidated statements of operations.

As of January 31, 2015, expected amortization expense for intangible assets for each of the next five years and thereafter is as follows:

Years Ending January 31,	Estimated Future Amortization Expense (in thousands)
2016	$ 1,304
2017	1,304
2018	1,304
2019	1,304
2020	1,304
Thereafter	1,764
Total	$ 8,284

Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consist of the following:

	January 31,		April 30,
	2014	2015	2015 (unaudited)
	(in thousands)		
Sales and use tax payable	$411	$591	$ 511
Accrued professional fees	128	1,502	1,741
Accrued travel and entertainment expenses	169	1,138	1,634
Income tax payable	150	779	937
Other accrued liabilities	420	2,096	3,849
Total accrued expenses and other liabilities	$ 1,278	$ 6,106	$ 8,672

Note 5. Commitments and Contingencies

Operating Leases

We lease our office facilities under operating lease agreements expiring through April 2020. Certain of these lease agreements have escalating rent payments. We recognize rent expense under such agreements on a straight-line basis over the lease term, and the difference between the rent paid and the straight-line rent is recorded in accrued liabilities and other long-term liabilities in the accompanying consolidated balance sheets.

As of January 31, 2015, the aggregate future minimum payments under non-cancelable operating leases consist of the following:

Fiscal Years Ending January 31,	Operating Leases (in thousands)
2016	$ 7,872
2017	6,437
2018	6,282
2019	4,973
2020	3,992
Thereafter	967
Total	$ 30,523

Rent expense recognized under our operating leases were $1.8 million and $7.5 million for the fiscal years ended January 31, 2014 and 2015, respectively, and $1.1 million and $2.5 million for the three months ended April 30, 2014 and 2015, respectively.

Purchase Obligations

As of January 31, 2015, we had $626,000 of non-cancelable contractual purchase obligations related to certain software service contracts.

Letters of Credit

As of January 31, 2014 and 2015 and April 30, 2015, we had letters of credit in the aggregate amount of $3.0 million, $4.6 million and $4.6 million, respectively, in connection with our headquarter facility lease. The letters of credit are collateralized by restricted cash in the same amount and mature at various dates through April 2020.

Legal Matters

On November 4, 2013, EMC Corporation, or EMC, filed a complaint against us, alleging that our hiring of EMC employees evidences a scheme to misappropriate EMC' s confidential information and trade secrets and to unlawfully interfere with EMC' s business relationships with its customers and contractual relationships with its employees. The complaint seeks damages and injunctive relief. On November 26, 2013, we answered and counterclaimed, denying EMC' s allegations and alleging that EMC surreptitiously obtained and tested our product in a manner that constituted misappropriation of our trade secrets, a breach of contract, breach of the covenant of good faith and fair dealing, unlawful interference with our contractual and business relationships as well as unfair competition and a violation of Massachusetts General Law 93A, Sections 2 and 11. On November 18, 2014, we amended our counterclaim, additionally alleging that EMC has engaged in commercial disparagement, violated the Lanham Act and engaged in defamation. Our counterclaim seeks damages and declaratory and injunctive relief. Fact discovery has commenced and is currently scheduled to end October 16, 2015. Expert discovery is scheduled to end on February 5, 2016 and the deadline for filing dispositive motions is March 31, 2016. The court has scheduled a trial date for September 16, 2016.

On November 26, 2013, EMC filed a complaint against us, alleging infringement of five patents held by EMC. The complaint seeks damages and injunctive and equitable relief. On January 17, 2014, we filed a response to the complaint, denying all claims and asserting that EMC' s patents are invalid. Fact discovery has been concluded, and expert discovery is underway and is scheduled to end on August 28, 2015. The deadline for filing dispositive motions is October 2, 2015. Trial is currently scheduled for March 7, 2016.

We intend to defend these lawsuits vigorously. The outcome, including our liability, if any, with respect to this litigation, is uncertain. At present, we are unable to estimate a reasonably possible range of loss, if any, that may result from this matter. If an unfavorable outcome were to occur in this litigation, the impact could be material to our business, financial condition or results of operations.

From time to time, we have become involved in claims and other legal matters arising in the normal course of business. We investigate these claims as they arise. Although claims are inherently unpredictable, we currently are not aware of any matters that may have a material adverse effect on our business, financial position, results of operations or cash flows. Accordingly we have not recorded any loss contingency in our statement of financial operations as of January 31, 2014 and 2015 and April 30, 2015.

Indemnification

Our arrangements generally include certain provisions for indemnifying customers against liabilities if our products or services infringe a third party' s intellectual property rights. Other guarantees or indemnification arrangements include guarantees of product and service performance and standby letters of credit for lease facilities. It is not possible to determine the maximum potential amount under these indemnification obligations due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement. To date, we have not incurred any material costs as a result of such obligations and have not accrued any liabilities related to such obligations in the consolidated financial statements. In addition, we indemnify our officers, directors and certain key employees while they are serving in good faith in their respective capacities. To date, there have been no claims under any indemnification provisions.

Note 6. Line of Credit

In August 2014, we entered into a two-year loan and security agreement with a financial institution to provide up to $15.0 million on a revolving line based on 80% of qualifying accounts receivable. Borrowings under this revolving line of credit bear interest at prime rate plus 1%. Interest expense is paid on a monthly basis based on the principle amount outstanding under the line of credit. The revolving line of credit matures in August 2016. Early termination is allowed but subject to a non-refundable termination fee of $300,000 if terminated within the first year or $150,000 if terminated on or after the first year from the effective date of the credit facility.

Borrowings under this line of credit are collateralized by substantially all of our assets, excluding any intellectual property. We are also required to comply with certain financial covenants, including a minimum quarterly revenue target, delivery of financial and other information, as well as limitations on dispositions, mergers, or consolidations and other corporate activities. The terms of our outstanding loan and security agreements also restrict our ability to pay dividends.

As of January 31, 2015 and April 30, 2015, we had no borrowings from this line of credit and we were in compliance with our financial covenants.

Note 7. Convertible Preferred Stock

Convertible preferred stock outstanding as of January 31, 2014 and 2015, and April 30, 2015 consisted of the following:

	January 31, 2014			
Convertible Preferred Stock:	Shares Authorized	Shares Issued and Outstanding	Aggregate Liquidation Preference	Net Proceeds
		(in thousands, except share data)		
Series A	24,360,000	24,360,000	$5,075	$5,038
Series B	30,211,506	30,211,506	20,000	19,925
Series C	14,253,774	14,253,774	30,444	30,346
Series D	10,584,066	10,584,066	39,916	39,828
Series E	25,350,000	24,697,064	171,187	167,833
Total convertible preferred stock	104,759,346	104,106,410	$ 266,622	$ 262,970

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Convertible Preferred Stock:	January 31, 2015 and April 30, 2015 (unaudited)			
	Shares Authorized	Shares Issued and Outstanding	Aggregate Liquidation Preference	Net Proceeds
	(in thousands, except share data)			
Series A	24,360,000	24,360,000	$5,075	$5,038
Series B	30,211,506	30,211,506	20,000	19,925
Series C	14,253,774	14,253,774	30,444	30,346
Series D	10,584,066	10,584,066	39,916	39,828
Series E	24,761,984	24,761,984	171,637	168,283
Series F	15,897,337	14,307,603	225,000	220,803
Series F-1	3,811,285	3,801,746	59,786	59,717
Total convertible preferred stock	123,879,952	122,280,679	$ 551,858	$ 543,940

We recorded the convertible preferred stock at fair value on the dates of issuance, net of issuance costs. Shares of our convertible preferred stock are not currently redeemable. We classify our preferred stock outside of stockholders' deficit because, in the event of certain "liquidation events" that are not solely within our control (including a greater than 50% change in control, or sale of all or substantially all of our assets), the shares would become redeemable at the option of the holders. We did not adjust the carrying values of the convertible preferred stock to the deemed liquidation values of such shares since a liquidation event was not probable at any of the balance sheet dates. Subsequent adjustments to increase or decrease the carrying values to the ultimate liquidation values will be made only if and when it becomes probable that such a liquidation event will occur.

The holders of our convertible preferred stock have various rights, preferences, and privileges as follows:

Conversion Rights

Each share of Series A, Series B, Series C, Series D, Series E, Series F and Series F-1 convertible preferred stock is convertible, at the option of the holder, into shares of Class B common stock, based on the then-effective applicable conversion rate for each series of convertible preferred stock (1-for-1 but subject to adjustment for certain diluting issuances, as defined). Shares of Series A, Series B, Series C, Series D, Series E, Series F and Series F-1 convertible preferred stock will be automatically converted: (i) upon the election of the holders of at least 70% of the then-outstanding shares of convertible preferred stock, voting together as a single class on an as-converted basis to Class B common stock or (ii) immediately upon the closing of the sale of our Class A common stock in a firm commitment underwritten public offering with gross proceeds to us (before underwriting discounts, commissions, and fees) of at least $30.0 million where our shares have been listed for trading on the New York Stock Exchange, NASDAQ Global Select Market or NASDAQ Global Market.

Adjustment of Conversion Price for Qualifying Dilutive Issuances

In the event we issue additional shares of Class B common stock after the Series F-1 convertible preferred stock original issue date without consideration or for a consideration per share less than the conversion price in effect immediately prior to such issuance, then and in each such event the conversion price would have been reduced to a price equal to such conversion price multiplied by the following fraction:

the numerator of which is equal to the sum of (i) the product of the number of shares of Class B common stock outstanding or deemed to be outstanding immediately prior to such issuance and the conversion price in effect immediately prior to such issuance) and (ii) the product of the number of additional shares of Class B common stock so issued and the average price per share received by us for the additional shares of Class B common stock so issued); and

the denominator of which is equal to the number of shares of Class B common stock outstanding or deemed to be outstanding immediately prior to such issuance plus the number of additional shares of Class B common stock so issued.

Voting Rights

The holders of the convertible preferred stock are entitled to the number of votes equal to the number of shares of Class B common stock into which such convertible preferred stock is convertible.

The holders of convertible preferred stock, voting as a class as-if-converted to common stock, are entitled to elect four members of the board of directors. The holders of common stock, voting as a separate class, are entitled to elect one member of the board of directors. The holders of convertible preferred stock and common stock, voting together as a single class on an as-if-converted basis, are entitled to elect remaining members of the board of directors.

Dividend Rights

Holders of convertible preferred stock are entitled to receive noncumulative dividends at the rate of 8% of their applicable original issue price per share (as adjusted for any stock dividends, combinations, recapitalizations, or stock splits), on a pari passu basis when, as, and if, declared by the board of directors. No dividends will be paid to holders of common stock until the aforementioned dividends on convertible preferred stock have been paid. No dividends have been declared by the board of directors.

Liquidation Preference

Upon our liquidation, dissolution, or winding up or a change in control, whether voluntary or involuntary, the holders of Series F-1 will receive $15.73 per share, plus all declared but unpaid dividends thereon, the holders of Series F will receive $15.73 per share, plus all declared but unpaid dividends thereon, the holders of Series E will receive $6.93 per share, plus all declared but unpaid dividends thereon, the holders of Series D will receive $3.77 per share, plus all declared but unpaid dividends thereon, the holders of Series C will receive $2.14 per share, plus all declared but unpaid dividends thereon, the holders of Series B will receive $0.66 per share, plus all declared but unpaid dividends thereon, and the holders of Series A will receive $0.21 per share, plus all declared but unpaid dividends thereon, on a pari passu basis and prior and in preference to any payment or distribution to holders of common stock. After the aforementioned liquidation preference on the convertible preferred stock have been paid, the remaining assets will be distributed to the holders of the then outstanding common stock.

Redemption Rights

Our convertible preferred stock does not contain any date-certain redemption features.

Note 8. Common Stock and Stockholders' Deficit

Class A and Class B Common Stock

Our certificate of incorporation authorizes two classes of common stock, Class A and Class B. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting. Each share of Class A common stock is entitled to one vote per share. Each share of Class B common stock is entitled to 10 votes per share. Shares of Class B common stock may be converted to Class A common stock at any time immediately following the closing of the IPO at the option of the stockholder. Shares of Class B common stock

automatically convert to Class A common stock upon the following: (i) sale or transfer of such share of Class B common stock; (ii) the death of the Class B common stockholder (or nine months after the date of death if the stockholder is one of our founders); and (iii) on the final conversion date, defined as the earlier of (a) the first trading day on or after the date on which the outstanding shares of Class B common stock represent less than 10% of the then outstanding Class A and Class B common stock; (b) the tenth anniversary of the IPO; or (c) the date specified by vote of the holders of a majority of the outstanding shares of Class B common stock, voting as a single class.

Class A and Class B common stock are referred to as common stock throughout the notes to the consolidated financial statements, unless otherwise noted.

Class B Common Stock Reserved for Issuance

We had reserved shares of Class B common stock, on an as-if-converted basis, for future issuance as follows:

	January 31, 2015	April 30, 2015 (unaudited)
Conversion of convertible preferred stock	122,280,679	122,280,679
Shares underlying outstanding stock options	54,284,474	59,227,741
Shares reserved for future option grants	357,884	16,202,962
Total	176,923,037	197,711,382

Note 9. Equity Incentive Plans

2009 Equity Incentive Plan

In October 2009, we adopted the 2009 Equity Incentive Plan, or the 2009 Plan, for the purpose of granting stock-based awards to employees, directors, and consultants. Stock-based awards granted under the 2009 Plan may be incentive stock options, nonstatutory stock options, restricted stock awards, restricted stock unit awards, and stock appreciation rights. We grant stock options with an exercise price equal to the fair market value of our common stock on the date of the grant, as determined by the board. Our equity awards vest over a period of time as determined by the board, generally two to four years, and expire no later than ten years from the date of grant.

Early Exercise of Stock Options and Promissory Notes

Certain employees and directors have exercised options granted under the 2009 Plan prior to vesting. The unvested shares are subject to a repurchase right held by us at the original purchase price. The proceeds initially are recorded as liability related to early exercised stock options and reclassified to additional paid in capital as the repurchase right lapses. We issued 1,672,320, 642,248 and 519,125 shares of common stock upon early exercise of stock options during the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014, respectively, for a total exercise proceeds of $2.3 million, $1.9 million and $880,000, respectively. No unvested stock options were exercised during the three months ended April 30, 2015. For the fiscal year ended January 31, 2015, we repurchased 50,000 shares of unvested common stock, respectively, related to early exercised stock options at the original purchase price due to the termination of an employee. No shares of common stock related to unvested stock options were repurchased during the fiscal year ended January 31, 2014 and the three months ended April 30, 2015. As of January 31, 2014 and 2015 and April 30, 2015, 3,255,770, 4,710,454 and 4,153,668 shares, respectively, held by employees and directors were subject to repurchase at an aggregate price of $3.0 million, $6.5 million. and $6.1 million, respectively.

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We entered into promissory notes with certain of our executives and employees in connection with the exercise of their stock option awards. These notes bore fixed interest rates ranging from 0.95% to 1.84% per annum. As of January 31, 2014, outstanding promissory notes were $3.2 million and 6,295,056 shares of common stock were outstanding from stock options exercised via promissory notes. As the promissory notes were solely collateralized by the underlying common stock, they are considered nonrecourse from an accounting standpoint and therefore, stock options exercised via nonrecourse promissory notes are not considered outstanding shares. Accordingly, as of January 31, 2014, we did not record these transactions related to promissory notes. During the fiscal year ended January 31, 2015, an additional 300,000 stock options were early exercised via a nonrecourse promissory note in the amount of $773,000, which was also not recorded in our financial statements. All outstanding promissory notes and the related accrued interest, which totaled $4.0 million, were repaid in full as of January 31, 2015, and accordingly, the underlying common stock was recorded as outstanding shares. Proceeds from the repayment of promissory notes were included in additional paid-in capital for the portion of the underlying common stock that was vested, and in liability related to early exercised stock options for the portion of the underlying common stock that was unvested.

A summary of activity under the 2009 Plan and related information is as follows:

	Options Outstanding			
	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in thousands)
Balance as of January 31, 2014	44,984,410	$ 1.35	8.8	$ 73,376
Options granted	17,026,000	6.82		
Options exercised	(5,583,934)	1.16		
Options canceled	(2,142,002)	2.89		
Balance as of January 31, 2015	54,284,474	$ 3.02	8.3	$ 523,654
Options granted (unaudited)	6,476,075	13.20		
Options exercised (unaudited)	(911,655)	1.86		
Options canceled (unaudited)	(621,153)	3.71		
Balance as of April 30, 2015 (unaudited)	59,227,741	4.15	8.3	$ 730,939
Vested and exercisable as of January 31, 2015	15,541,142	$ 0.91	7.2	$ 182,688
Vested and expected to vest as of January 31, 2015	52,787,432	$ 3.00	8.3	$ 510,479
Vested and exercisable as of April 30, 2015 (unaudited)	17,358,749	$ 1.05	7.1	$ 267,917
Vested and expected to vest as of April 30, 2015 (unaudited)	57,749,210	$ 4.10	8.3	$ 715,522

Of the 5,583,934 shares of common stock issued upon the exercise of stock options during the fiscal year ended January 31, 2015, 2,216,024 shares were exercised with cash, 300,000 shares were exercised with nonrecourse promissory notes and 3,067,910 shares were cashless exercised during the tender offer (see "Repurchase of Common Stock in Connection with Tender Offers"). All common stock issued upon the exercise of stock options during the three months ended April 30, 2015 were exercised with cash.

The aggregate intrinsic value of options exercised for the fiscal years ended January 31, 2014 and 2015 and three months ended April 30, 2014 and 2015 was $8.5 million, $43.2 million, $7.3 million and $10.9 million, respectively.

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The weighted-average grant date fair value of options granted was $1.50, $5.71, $4.89 and $8.28 per share for the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015, respectively. The total grant date fair value of options vested for the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015 was $3.5 million, $9.9 million, $1.5 million and $6.2 million, respectively.

As of January 31, 2015 and April 30, 2015, total unrecognized employee compensation cost, net of estimated forfeitures, was $110.1 million and $147.1 million, respectively, which is expected to be recognized over a weighted-average period of approximately 3.58 years and 3.75 years, respectively. To the extent the actual forfeiture rate is different from what we have estimated, stock-based compensation related to these awards will be different from our expectations.

During the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015, we granted options to purchase 3,883,654, 499,750, 220,000 and 83,000 shares of common stock, respectively, that vest upon satisfaction of a performance condition. For all the options that vest upon satisfaction of a performance condition, management determined it is probable that the performance condition will be satisfied and, accordingly, the related stock-based compensation of $596,000, $1.7 million, $365,000 and $440,000 was recognized during the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015, respectively.

Determination of Fair Value

The fair value of stock options granted to employees is estimated on the grant date using the Black-Scholes option pricing model. This valuation model for stock-based compensation expense requires us to make assumptions and judgments about the variables used in the calculation including the fair value of the underlying common stock, expected term, the expected volatility of the common stock, a risk-free interest rate and expected dividend yield.

We estimate the fair value of employee stock options using a Black-Scholes option pricing model with the following assumptions:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
Expected term (in years)	5.3 - 7.3	5.0 - 6.9	5.4 - 6.1	6.1 - 7.4
Expected volatility	65% - 69%	55% - 68%	68%	50% - 52%
Risk-free interest rate	0.8% - 2.1%	1.3% - 2.2%	2.0%	1.5% - 1.8%
Dividend rate	–	–	–	–
Fair value of common stock	$1.46 - $2.98	$4.81 - $12.65	$4.81 - $7.00	$14.12 - $16.49

The assumptions used in the Black-Scholes option pricing model were determined as follows.

Fair Value of Common Stock–Given the absence of a public trading market, our board of directors considered numerous objective and subjective factors to determine the fair value of our common stock at each grant date. These factors included, but were not limited to (i) contemporaneous third-party valuations of common stock; (ii) the prices for our preferred stock sold to outside investors; (iii) the rights and preferences of convertible preferred stock relative to common stock; (iv) the lack of marketability of our common stock; (v) developments in the business; and (vi) the likelihood of achieving a liquidity event, such as an IPO or sale of Pure Storage, given prevailing market conditions.

Expected Term–The expected term represents the period that our stock-based awards are expected to be outstanding. The expected term assumptions were determined based on the vesting terms, exercise terms and contractual lives of the options.

Expected Volatility–Since we do not have a trading history of our common stock, the expected volatility is derived from the average historical stock volatilities of several public companies within the same industry that we consider to be comparable to our business over a period equivalent to the expected term of the stock option grants.

Risk-Free Interest Rate–The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for zero-coupon U.S. Treasury notes with maturities approximately equal to the option' s expected term.

Dividend Rate–We have never declared or paid any cash dividends and do not plan to pay cash dividends in the foreseeable future, and, therefore, use an expected dividend yield of zero.

Non-Employee Stock Option Awards

We estimate the fair value of non-employee stock options on the date of grant using a Black-Scholes option pricing model with the following assumptions:

	Fiscal Year Ended January 31,	
	2014	2015
Expected term (in years)	10.0	10.0
Expected volatility	62% - 65%	62% - 63%
Risk-free interest rate	1.1% - 2.6%	1.6% - 2.6%
Dividend rate	–	–
Fair value of common stock	$1.79 - $2.98	$9.40 - $12.40

For the fiscal years ended January 31, 2014 and 2015, we granted non-employee stock options to purchase 1,126,400 and 83,500 shares of common stock, respectively. No stock options were granted to non-employee during the three months ended April 30, 2014 and 2015. We recognized stock-based compensation related to non-employee stock options of $1.1 million, $2.5 million, $756,000 and $209,000 for the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015, respectively.

Restricted Stock Awards

At the inception of Pure Storage, we issued 18,300,000 shares of common stock to our founders under restricted stock agreements at a grant date fair value of $0.0005 per share that vested over four years. The unvested shares are subject to a repurchase right held by us at the original purchase price.

For the fiscal year ended January 31, 2014, 2,812,500 shares of our restricted stock awards vested, and the related stock-based compensation was immaterial. All restricted stock awards were fully vested as of January 31, 2014.

Repurchase of Common Stock in Connection with Tender Offers

In November 2013, our board of directors approved a tender offer which allowed our employees to sell fully vested shares of common stock or unexercised stock options to the company. We repurchased 1,442,098 shares of common stock and 1,603,536 vested stock options from participating employees for a total consideration of $20.5 million, net of exercise proceeds of $640,000. The common stock repurchased was retired immediately

thereafter. Of the $20.5 million total consideration, the fair value of the shares tendered net of exercise proceeds, was recorded in accumulated deficit, which totaled $7.2 million, while the amounts paid in excess of the fair value of our common stock at the time of repurchase were recorded as stock-based compensation expense, which totaled $13.3 million.

In July 2014, our board of directors approved another tender offer which allowed our employees to sell fully vested shares of common stock or unexercised stock options to the company. We repurchased 735,426 shares of common stock and 3,067,910 vested stock options from participating employees for a total consideration of $57.7 million, net of exercise proceeds of $2.1 million. The common stock repurchased was retired immediately thereafter. Of the $57.7 million total consideration, the fair value of the shares tendered net of exercise proceeds, was recorded in accumulated deficit, which totaled $30.1 million, while the amounts paid in excess of the fair value of our common stock at the time of repurchase were recorded as stock-based compensation expense, which totaled $27.6 million.

Stock-Based Compensation

The following table summarizes the components of stock-based compensation expense recognized in the consolidated statements of operations:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
	(in thousands)			
Cost of revenues	$569	$1,576	$159	$389
Research and development	11,477	22,512	2,432	3,625
Sales and marketing	9,014	22,466	1,436	3,444
General and administrative	506	6,479	424	1,401
Total stock-based compensation	$ 21,566	$ 53,033	$ 4,451	$ 8,859

The stock-based compensation expenses for the fiscal years ended January 31, 2014 and 2015 had two primary components: (1) stock-based compensation of $8.3 million and $25.4 million related to the granting of stock options and restricted stock awards and (2) stock-based compensation of $13.3 million and $27.6 million related to the repurchase of common stock in excess of fair value related to the tender offers. The stock-based compensation expenses for the three months ended April 30, 2014 and 2015 were related to the granting of stock options and restricted stock awards.

Note 10. Net Loss Per Share Attributable to Common Stockholders

Basic and diluted net loss per share attributable to common stockholders is presented in conformity with the two-class method required for participating securities. We consider all series of our convertible preferred stock to be participating securities. Under the two-class method, the net loss attributable to common stockholders is not allocated to the convertible preferred stock as the holders of our convertible preferred stock do not have a contractual obligation to share in our losses.

Basic net loss per share attributable to common stockholders is computed by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. The diluted net loss per share attributable to common stockholders is computed by giving effect to all potential dilutive common stock equivalents outstanding for the period. For purposes of this calculation,

convertible preferred stock, stock options, restricted stock awards and early exercised stock options are considered to be common stock equivalents but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is anti-dilutive.

The rights, including the liquidation and dividend rights, of the holders of our Class A and Class B common stock are identical, except with respect to voting. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis and the resulting net loss per share attributed to common stockholders will, therefore, be the same for both Class A and Class B common stock on an individual or combined basis. We did not present dilutive net loss per share on an if-converted basis because the impact was not dilutive.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
	(in thousands, except per share data)			
Net loss	$ (78,561)	$ (183,231)	$ (30,048)	$ (49,120)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	24,237	27,925	25,662	32,605
Net loss per share attributable to common stockholders, basic and diluted	$(3.24)	$(6.56)	$(1.17)	$(1.51)

The following weighted-average outstanding shares of common stock equivalents were excluded from the computation of diluted net loss per share attributable to common stockholders for the periods presented because including them would have been antidilutive:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
			(unaudited)	
	(in thousands)			
Convertible preferred stock (on an if-converted basis)	90,103	117,794	106,357	122,281
Stock options to purchase common stock	33,715	50,429	47,433	55,325
Early exercised stock options and restricted stock awards	9,768	8,047	9,678	4,406
Total	133,586	176,270	163,468	182,012

Unaudited Pro Forma Net Loss per Share Attributable to Common Stockholders

In contemplation of an IPO, we have presented the unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the fiscal year ended January 31, 2015 and the three months ended April 30, 2015 which has been computed to give effect to the conversion of our convertible preferred stock into Class B common stock (using the if-converted method) as though the conversion had occurred as of the beginning of the period or on the original date of issuance, if later. The pro forma net loss per share attributable to common stockholders does not include shares being offered in the assumed IPO.

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

The following table sets forth the computation of our unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the fiscal year ended January 31, 2015 and the three months ended April 30, 2015:

	Fiscal Year Ended January 31, 2015	Three Months Ended April 30, 2015
	(in thousands, except per share data) (unaudited)	
Net loss used in computing pro forma net loss per share attributable to common stockholders, basic and diluted	$ (183,231)	$ (49,120)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	27,925	32,605
Pro forma adjustment to reflect assumed conversion of convertible preferred stock	117,794	122,281
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted	145,719	154,886
Pro forma net loss per share attributable to common stockholders, basic and diluted	$ (1.26)	$ (0.32)

Note 11. Income Taxes

The geographical breakdown of income (loss) before provision for income taxes is as follows:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
	(in thousands)		(unaudited)	
Domestic	$ (79,588)	$ (186,922)	$ (30,467)	$ (49,402)
International	1,318	5,028	558	439
Total	$ (78,270)	$ (181,894)	$ (29,909)	$ (48,963)

The components of the provision for income taxes are as follows:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
	(in thousands)		(unaudited)	
Current:				
Federal	$ –	$ –	$ –	$ –
State	37	56	14	32
Foreign	162	1,073	125	125
Total	199	1,129	139	157
Deferred:				
Foreign	92	208	–	–
Total provision for income taxes	$ 291	$ 1,337	$ 139	$ 157

PURE STORAGE, INC.

Notes to Consolidated Financial Statements

The reconciliation of the statutory federal statutory income tax and effective income tax rate is as follows:

	Fiscal Year Ended January 31,	
	2014	2015
	(in thousands)	
Tax at federal statutory rate	$ (26,611)	$ (61,844)
State tax, net of federal benefit	32	44
Stock-based compensation expense	1,570	5,328
Research and development tax credits	(1,036)	(1,999)
Foreign rate differential	(194)	(429)
Change in valuation allowance	26,152	60,042
Other	378	195
Provision for income taxes	$291	$1,337

Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The significant component of our deferred tax assets and liabilities were as follows:

	January 31,	
	2014	2015
	(in thousands)	
Deferred tax assets:		
Net operating loss carryforwards	$43,769	$101,815
Tax credit carryover	2,865	6,136
Accruals and reserves	332	729
Deferred revenue	272	3,538
Stock-based compensation	1,146	4,258
Depreciation and amortization	445	2,054
Total deferred tax assets	48,829	118,530
Deferred tax liabilities:		
Deferred commissions	(2,641)	(5,924)
Total deferred tax liabilities	(2,641)	(5,924)
Valuation allowance	(46,280)	(112,906)
Net deferred tax liabilities, net of valuation allowance	$(92)	$(300)

As of January 31, 2015, the undistributed earnings of $2.2 million from non-U.S. operations held by our foreign subsidiaries are designated as permanently reinvested outside the U.S. Accordingly, no additional U.S. income taxes or additional foreign withholding taxes have been provided thereon. Determination of the amount of unrecognized deferred tax liability related to these earnings is not practicable.

As of January 31, 2015, we had net operating loss carryforwards for federal income tax purposes of approximately $300.0 million and state income tax purposes of approximately $308.4 million. These net operating loss carryforwards will expire, if not utilized, beginning in 2029 for federal and state income tax purposes. As of January 31, 2015, approximately $26.1 million of federal net operating loss carryforwards and $28.8 million of state net operating loss carryforwards are related to excess tax benefits from stock-based compensation. The tax benefits associated with net operating losses attributed to stock-based compensation will be credited to additional paid-in capital when realized.

We had federal and state research and development tax credit carryforwards of approximately $4.9 million and $4.9 million as of January 31, 2015. The federal research and development tax credit carryforwards will expire commencing in 2029, while the state tax credit carryforwards have no expiration date.

Realization of deferred tax assets is dependent on future taxable income, the existence and timing of which is uncertain. Based on our history of losses, management has determined it cannot conclude that it is more likely than not that the U.S. deferred tax assets will not be realized, and accordingly has placed a full valuation allowance on the net U.S. deferred tax assets. The valuation allowance increased by $28.8 million and $66.6 million during the fiscal years ended January 31, 2014 and 2015.

Utilization of the net operating loss carryforwards and credits may be subject to substantial annual limitation due to the ownership change limitations provided by Section 382 of the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitation may result in the expiration of net operating losses and credits before utilization.

Uncertain Tax Positions

The activity related to the unrecognized tax benefits is as follows:

	Fiscal Year Ended January 31,	
	2014	2015
	(in thousands)	
Gross unrecognized tax benefits–beginning balance	$ 479	$ 4,676
Decreases related to tax positions taken during prior years	(10)	–
Increases related to tax positions taken during current year	4,207	9,198
Gross unrecognized tax benefits–ending balance	$ 4,676	$ 13,874

As of January 31, 2015, our gross unrecognized tax benefit is approximately $13.9 million and if recognized, it would have no impact to the effective tax rate.

As January 31, 2015, we had no current or cumulative interest and penalties related to uncertain tax positions.

It is difficult to predict the final timing and resolution of any particular uncertain tax position. Based on our assessment, including experience and complex judgments about future events, we do not expect that changes in the liability for unrecognized tax benefits during the next twelve months will have a significant impact on our consolidated financial position or results of operations.

We file income tax returns in the U.S. federal jurisdiction as well as many U.S. states and foreign jurisdictions. The tax years 2011 to 2013 remain open to examination by the major jurisdictions in which we are subject to tax. Fiscal years outside the normal statute of limitation remain open to audit by tax authorities due to tax attributes generated in those early years, which have been carried forward and may be audited in subsequent years when utilized.

Note 12. Segment Information

Our chief operating decision maker is a group which is comprised of our Chief Executive Officer, our President and our Chief Financial Officer. This group reviews financial information presented on a consolidated

basis for purposes of allocating resources and evaluating financial performance. We have one business activity and there are no segment managers who are held accountable for operations or operating results. Accordingly, we have a single reportable segment.

The following table sets forth revenue by geographic area based on the billing address of our customers:

	Fiscal Year Ended January 31,		Three Months Ended April 30,	
	2014	2015	2014	2015
		(in thousands)	(unaudited)	
United States	$ 32,301	$ 134,920	$17,444	$58,674
Rest of the world	10,432	39,531	7,204	15,403
Total revenue	$42,733	$174,451	$24,648	$74,077

No country outside of the United States comprised 10% or greater of our revenue for the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2014 and 2015.

Long-lived assets by geographic area are summarized as follows:

	Fiscal Year Ended January 31,		Three Months Ended April 30, 2015
	2014	2015	(unaudited)
		(in thousands)	
United States	$12,019	$39,069	$ 42,778
Rest of the world	134	790	928
Total long-lived assets	$ 12,153	$ 39,859	$ 43,706

Note 13. 401(k) Plan

We have a 401(k) savings plan (the 401(k) plan) which qualifies as a deferred salary arrangement under section 401(k) of the internal revenue code. Under the 401(k) plan, participating employees may elect to contribute up to 100% of their eligible compensation, subject to certain limitations. We have not made any matching contributions to date.

Note 14. Related-Party Transactions

In the normal course of business, we enter into transactions with related parties.

Relationship with Workday

Mr. Bhusri, a member of our board of directors, is the Chief Executive Officer and a member of the board of directors of Workday, Inc. Workday has purchased products and related support from us through a channel partner and we recognized revenue of $2.1 million and $99,000 during the fiscal year ended January 31, 2015 and the three months ended April 30, 2015, respectively. We purchased approximately $370,000 of Workday' s products and related services in the fiscal year ended January 31, 2015.

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Notes to Consolidated Financial Statements

Relationship with ServiceNow

Mr. Slootman, a member of our board of directors, is the President, Chief Executive Officer and a member of the board of directors of ServiceNow, Inc. ServiceNow has purchased products and related support from us through a channel partner and we recognized revenue of $165,000, $37,500 and $90,000 during the fiscal years ended January 31, 2014 and 2015 and the three months ended April 30, 2015, respectively. We purchased approximately $50,000 of ServiceNow' s products and related services in the fiscal year ended January 31, 2015.

Note 15. Subsequent Events

We evaluated subsequent events through May 15, 2015, the date on which consolidated financial statements for the fiscal year ended January 31, 2015 were issued.

For the three months ended April 30, 2015, we evaluated subsequent events through July 1, 2015, the date on which the interim consolidated financial statements were issued (unaudited). After the original issuance of the interim consolidated financial statements, we evaluated subsequent events through August 12, 2015.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth all expenses, other than underwriting discounts and commissions, payable by us in connection with the sale of the Class A common stock being registered. All the amounts shown are estimates except the SEC registration fee, the FINRA filing fee and the exchange listing fee.

Item	Amount
SEC registration fee	$34,860
FINRA filing fee	45,500
Exchange listing fee	*
Legal fees and expenses	*
Accounting fees and expenses	*
Printing and engraving expenses	*
Transfer agent and registrar fees	*
Miscellaneous fees and expenses	*
Total	$*

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation' s board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. Our amended and restated certificate of incorporation that will be in effect upon the closing of this offering permits indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law, and our amended and restated bylaws that will be in effect upon the closing of this offering provide that we will indemnify our directors and officers and permit us to indemnify our employees and other agents, in each case to the maximum extent permitted by the Delaware General Corporation Law.

We have entered into indemnification agreements with our directors and officers, whereby we have agreed to indemnify our directors and officers to the fullest extent permitted by law, including indemnification against expenses and liabilities incurred in legal proceedings to which the director or officer was, or is threatened to be made, a party by reason of the fact that such director or officer is or was a director, officer, employee or agent of Pure Storage, provided that such director or officer acted in good faith and in a manner that the director or officer reasonably believed to be in, or not opposed to, the best interest of Pure Storage. At present, there is no pending litigation or proceeding involving a director or officer of Pure Storage regarding which indemnification is sought, nor is the registrant aware of any threatened litigation that may result in claims for indemnification.

We maintain insurance policies that indemnify our directors and officers against various liabilities arising under the Securities Act and the Securities Exchange Act of 1934, as amended, that might be incurred by any director or officer in his capacity as such.

The underwriters are obligated, under certain circumstances, pursuant to the underwriting agreement to be filed as Exhibit 1.1 hereto, to indemnify us and our officers and directors against liabilities under the Securities Act.

Item 15. Recent Sales of Unregistered Securities

The following sets forth information regarding all unregistered securities sold since February 1, 2012:

Sales of Preferred Stock

(1) In August 2012, we sold an aggregate of 10,584,066 shares of Series D preferred stock to a total of 53 accredited investors at a purchase price per share of $3.7713 for an aggregate purchase price of $39,916,041.

(2) In August 2013, we sold an aggregate of 21,640,332 shares of Series E preferred stock to a total of 57 accredited investors at a purchase price per share of $6.9315 for an aggregate purchase price of $149,999,961.

(3) In September 2013, we sold 68,928 shares of Series E preferred stock to one accredited investor at a purchase price of $6.2384 for an aggregate purchase price of $429,997.

(4) In September 2013, we sold 1,969,266 shares of Series E preferred stock to a total of seven accredited investors at a purchase price of $6.9315 for an aggregate purchase price of $13,649,967.

(5) In October 2013, we sold an aggregate of 1,018,538 shares of Series E preferred stock to a total of three accredited investors at a purchase price per share of $6.9315 for an aggregate purchase price of $7,059,996.

(6) In April 2014, we sold an aggregate of 14,307,603 shares of Series F preferred stock to a total of 84 accredited investors at a purchase price per share of $15.7259 for an aggregate purchase price of $224,999,934.

(7) In June 2014, we sold 21,640 shares of Series E preferred stock to one accredited investor at a purchase price per share of $6.9315 for an aggregate purchase price of $149,998.

(8) In June 2014, we sold an aggregate of 3,795,388 shares of Series F-1 preferred stock to a total of nine accredited investors at a purchase price per share of $15.7259 for an aggregate purchase price of $59,685,892.

(9) In July 2014, we sold an aggregate of 6,358 shares of Series F-1 preferred stock to a total of two accredited investors at a purchase price per share of $15.7259 for an aggregate purchase price of $99,985.

(10) In September 2014, we sold 21,640 shares of Series E preferred stock to one accredited investor at a purchase price per share of $6.9315 for an aggregate purchase price of $149,998.

(11) In November 2014, we sold 21,640 shares of Series E preferred stock to one accredited investor at a purchase price per share of $6.9315 for an aggregate purchase price of $149,998.

Option and Common Stock Issuances

(12) From February 1, 2012 through July 31, 2015, we granted to certain employees, consultants and directors options to purchase an aggregate of 66,116,609 shares of Class B common stock under our 2009 Plan, at exercise prices ranging from $0.49 to $18.16 per share.

(13) From February 1, 2012 through July 31, 2015, we issued and sold an aggregate of 17,869,693 shares of Class B common stock upon the exercise of options under our 2009 Plan at exercise prices ranging from $0.0002 to $9.65, per share, for an aggregate exercise price of $16,760,801.

The offers, sales, and issuances of the securities described in paragraphs 1 through 11 above were deemed to be exempt from registration under the Securities Act in reliance on Section 4(2) of the Securities Act or Regulation D promulgated thereunder as transactions by an issuer not involving a public offering. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for

sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions was an accredited or sophisticated person and had adequate access, through employment, business or other relationships, to information about us.

The offers, sales and issuances of the securities described in paragraphs 12 and 13 above were deemed to be exempt from registration under the Securities Act under Rule 701 promulgated under the Securities Act as offers and sale of securities pursuant to certain compensatory benefit plans and contracts relating to compensation in compliance with Rule 701.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

See Exhibit Index immediately following the signature page.

(b) Financial Statement Schedules.

See index to financial statements on page F-1. All schedules have been omitted because they are not required or are not applicable.

Item 17. Undertakings

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(4) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on the 12th day of August, 2015.

PURE STORAGE, INC.

By: /s/ Scott Dietzen
Scott Dietzen
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitute and appoint Scott Dietzen and Timothy Riitters, and each one of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in their name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his, her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Scott Dietzen Scott Dietzen	Chief Executive Officer and Director *(Principal Executive Officer)*	August 12, 2015
/s/ Timothy Riitters Timothy Riitters	Chief Financial Officer *(Principal Financial and Accounting Officer)*	August 12, 2015
/s/ John Colgrove John Colgrove	Chief Technology Officer and Co-Chairman	August 12, 2015
/s/ Mike Speiser Mike Speiser	Co-Chairman	August 12, 2015
/s/ Aneel Bhusri Aneel Bhusri	Director	August 12, 2015
/s/ Mark Garrett Mark Garrett	Director	August 12, 2015
/s/ Anita M. Sands Anita M. Sands	Director	August 12, 2015

Signature	Title	Date
/s/ Frank Slootman Frank Slootman	Director	August 12, 2015
/s/ Michelangelo Volpi Michelangelo Volpi	Director	August 12, 2015

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EXHIBIT INDEX

Exhibit No.	Description of Exhibit
1.1*	Form of Underwriting Agreement.
3.1	Amended and Restated Certificate of Incorporation of Pure Storage, Inc., as currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation of Pure Storage, Inc., to be in effect upon the closing of the offering.
3.3	Amended and Restated Bylaws of Pure Storage, Inc., as currently in effect.
3.4*	Form of Amended and Restated Bylaws of Pure Storage, Inc., to be in effect upon the closing of the offering.
4.1*	Form of Class A Common Stock Certificate.
5.1*	Form of Opinion of Cooley LLP.
10.1	Amended and Restated Investor Rights Agreement, by and between Pure Storage, Inc., and the investors listed on Exhibit A thereto, dated April 17, 2014, as amended.
10.2+	Pure Storage, Inc. Amended and Restated 2009 Equity Incentive Plan.
10.3+	Forms of Grant Notice, Stock Option Agreement and Notice of Exercise under the Pure Storage, Inc. 2009 Equity Incentive Plan.
10.4*+	Pure Storage, Inc. 2015 Equity Incentive Plan.
10.5*+	Forms of Grant Notice, Stock Option Agreement and Notice of Exercise under the Pure Storage, Inc. 2015 Equity Incentive Plan.
10.6*+	Pure Storage, Inc. 2015 Employee Stock Purchase Plan.
10.7*+	Form of Indemnity Agreement, by and between Pure Storage, Inc. and each director and executive officer.
10.8+	Offer Letter, by and between Pure Storage, Inc. and Scott Dietzen, dated September 14, 2010.
10.9+	Offer Letter, by and between Pure Storage, Inc. and David Hatfield, dated November 13, 2012.
10.10+	Offer Letter, by and between Pure Storage, Inc. and Timothy Riitters, dated July 14, 2014.
10.11	Net Office Lease, by and between Pure Storage, Inc. and Eagle Square Partners, dated September 12, 2013, as amended.
21.1	List of Subsidiaries.
23.1*	Consent of Cooley LLP (included in Exhibit 5.1).
23.2	Consent of Deloitte & Touche LLP, independent registered public accounting firm.
24.1	Power of Attorney (see signature pages).
99.1	Consent of Forrester Consulting.

* To be filed by amendment.
\+ Indicates management contract or compensatory plan.

Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF PURE STORAGE, INC.

Scott Dietzen hereby certifies that:

ONE: The original name of this company is Os76, Inc. and date of filing the original Certificate of Incorporation of this company with the Secretary of State of the State of Delaware was October 2, 2009.

TWO: He is the duly elected and acting Chief Executive Officer of PURE Storage, Inc., a Delaware corporation.

THREE: The Certificate of Incorporation of this company is hereby amended and restated to read as follows:

I.

The name of this company is Pure Storage, Inc. (the "***Company***" or the "***Corporation***").

II.

The address of the registered office of the Corporation in the State of Delaware is 615 South DuPont Highway, City of Dover, County of Kent, 19901, and the name of the registered agent of the Corporation in the State of Delaware at such address is National Corporate Research, Ltd.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("***DGCL***").

IV.

A. The Company is authorized to issue three classes of stock to be designated, respectively, "Class A Common Stock," "Class B Common Stock" and "Preferred Stock." The total number of shares which the Company is authorized to issue is three hundred seventy-six million six hundred ninety-two thousand two hundred forty-seven (376,692,247) shares, one thousand (1,000) shares of which shall be Class A Common Stock (the "***Class A Common Stock***"), two hundred fifty-two million eight hundred eleven thousand two hundred ninety-five (252,811,295) shares of which shall be Class B Common Stock (the "***Class B Common Stock***" and, together with the Class A Common Stock, the "***Common Stock***"), and one hundred twenty-three million eight hundred seventy-nine thousand nine hundred fifty-two (123,879,952) shares of which shall be Preferred Stock (the "***Preferred Stock***"). The Preferred Stock shall have a par value of $0.0001 per share and the Common Stock shall have a par value of $0.0001 per share.

B. Subject to any additional vote or approval of the holders of the Series Preferred set forth herein, the number of authorized shares of Class A Common Stock or Class B Common Stock may be increased or decreased (but not below the number of shares of Class A Common Stock or Class B Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if-converted to Common Stock basis).

C. Three million eight hundred eleven thousand two hundred eighty-five (3,811,285) of the authorized shares of Preferred Stock are hereby designated "Series F-1 Preferred Stock" (the "***Series F-1 Preferred***"). Fifteen million eight hundred ninety-seven thousand three hundred thirty-seven (15,897,337) of the authorized shares of Preferred Stock are hereby designated "Series F Preferred Stock" (the "***Series F Preferred***"). Twenty-four million seven hundred sixty-one thousand nine hundred eighty-four (24,761,984) of the authorized shares of Preferred Stock are hereby designated "Series E Preferred Stock" (the "***Series E Preferred***"). Ten million five hundred eighty-four thousand sixty-six (10,584,066) of the authorized shares of Preferred Stock are hereby designated "Series D Preferred Stock" (the "***Series D Preferred***"). Fourteen million two hundred fifty-three thousand seven hundred seventy-four (14,253,774) of the authorized shares of Preferred Stock are hereby designated "Series C Preferred Stock" (the "***Series C Preferred***"). Thirty million two hundred eleven thousand five hundred six (30,211,506) of the authorized shares of Preferred Stock are hereby designated "Series B Preferred Stock" (the "***Series B Preferred***"). Twenty-four million three hundred sixty thousand (24,360,000) of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "***Series A Preferred***", and together with the Series B Preferred, the Series C Preferred, the Series D Preferred, the Series E Preferred, the Series F Preferred and the Series F-1 Preferred, the "***Series Preferred***").

D. The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

1. DIVIDEND RIGHTS.

(a) Holders of Series Preferred, in preference to the holders of Common Stock, shall be entitled to receive, *pari passu*, when, as and if declared by the Board of Directors (the "***Board***"), but only out of funds that are legally available therefor, cash dividends at the rate of eight percent (8%) of the applicable Original Issue Price (as defined below) per annum on each outstanding share of Series Preferred. Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative.

(b) The "Original Issue Price" of the Series A Preferred shall be $0.208333335 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series B Preferred shall be $0.662 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the

filing date hereof). The "Original Issue Price" of the Series C Preferred shall be $2.135833335 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series D Preferred shall be $3.771333335 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series E Preferred shall be $6.9315 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series F Preferred shall be $15.7259 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series F-1 Preferred shall be $15.7259 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(c) So long as any shares of Series Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock until all dividends as set forth in Section 1(a) above on the Series Preferred shall have been paid or declared and set apart, except for:

(i) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value) upon termination of services to the Company;

(ii) acquisitions of Common Stock in exercise of the Company' s right of first refusal to repurchase such shares; or

(iii) distributions to holders of Common Stock in accordance with Sections 3 and 4 of Article IV(D).

(d) In the event that, after compliance with Section 1(c) above, dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(e) The provisions of Sections 1(c) and 1(d) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section 5(f) of Article IV(D) are applicable, or any repurchase of any outstanding securities of the Company that is approved by the Board**.**

(f) A distribution to the Company' s shareholders solely for purposes of Sections 1(c)(i) or (ii) may be made without regard to the preferential dividends arrears amount or any preferential rights amount (each as determined under applicable law).

2. VOTING RIGHTS.

(a) General Rights. Each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of votes of the shares of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(b) Separate Vote of Series Preferred. For so long as any shares of Series Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least seventy percent (70%) of the outstanding Series Preferred (voting together as a single class, on an as-if-converted to Common Stock basis) shall be necessary for effecting or validating the following actions (whether by amendment, merger, consolidation, recapitalization or otherwise):

(i) Any amendment, alteration, repeal, or waiver of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation);

(ii) Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;

(iii) Any authorization or any designation, whether by reclassification, merger or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series Preferred in right of redemption, liquidation preference, voting or dividend rights or any increase in the authorized or designated number of any such new class or series;

(iv) Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock other than dividends payable solely in Common Stock as described in Section 1(e) of Article IV(D) (except for acquisitions of Common Stock by the Company permitted by Section 1(c)(i), (ii) and (iii) of Article IV(D);

(v) Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4 of Article IV(D)), or the liquidation, dissolution or winding up of the Company; or

(vi) Any increase or decrease in the authorized number of members of the Company' s Board.

(c) Separate Vote of Series E Preferred. For so long as any shares of Series E Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least seventy percent (70%) of the outstanding Series E Preferred (voting as a separate class) shall be necessary for effecting or validating the following actions (whether by amendment, merger, consolidation, recapitalization or otherwise):

(i) Any increase in the authorized number of shares of Series E Preferred;

(ii) Any amendment, alteration, repeal, or waiver of the anti-dilution provisions set forth in Article IV(D) Section 5(h) hereof with respect to the Series E Preferred (including any waiver of adjustments made or required to be made to the Series Preferred Conversion Price of the Series E Preferred pursuant thereto); or

(iii) Any action that alters or changes the powers, rights, preferences or privileges of Series E Preferred so as to affect the holders of Series E Preferred Stock adversely as set forth in Section 242 of the DGCL, but not so affect the other series of Series Preferred, including for the sake of clarity, any amendment, alteration, repeal, or waiver of this Section 2(c).

(d) Separate Vote of Series F Preferred. For so long as any shares of Series F Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least seventy percent (70%) of the outstanding Series F Preferred (voting as a separate class) shall be necessary for effecting or validating the following actions (whether by amendment, merger, consolidation, recapitalization or otherwise):

(i) Any increase in the authorized number of shares of Series F Preferred;

(ii) Any amendment, alteration, repeal, or waiver of the anti-dilution provisions set forth in Article IV(D) Section 5(h) hereof with respect to the Series F Preferred (including any waiver of adjustments made or required to be made to the Series Preferred Conversion Price of the Series F Preferred pursuant thereto);

(iii) Any action that alters or changes the powers, rights, preferences or privileges of Series F Preferred so as to affect the holders of Series F Preferred Stock adversely as set forth in Section 242 of the DGCL, but not so affect the other series of Series Preferred, including for the sake of clarity, any amendment, alteration, repeal, or waiver of this Section 2(d); or

(iv) Any action that alters or changes the liquidation preference of the Series F Preferred pursuant to Article IV(D) Section 3 and Section 4 hereof in connection with, or in anticipation of, any Acquisition or Asset Transfer.

(e) Separate Vote of Series F-1 Preferred. For so long as any shares of Series F-1 Preferred remain outstanding, in addition to any other vote or consent

required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series F-1 Preferred (voting as a separate class) shall be necessary for effecting or validating the following actions (whether by amendment, merger, consolidation, recapitalization or otherwise):

(i) Any increase in the authorized number of shares of Series F-1 Preferred;

(ii) Any amendment, alteration, repeal, or waiver of the anti-dilution provisions set forth in Article IV(D) Section 5(h) hereof with respect to the Series F-1 Preferred (including any waiver of adjustments made or required to be made to the Series Preferred Conversion Price of the Series F-1 Preferred pursuant thereto);

(iii) Any action that alters or changes the powers, rights, preferences or privileges of Series F Preferred so as to affect the holders of Series F-1 Preferred Stock adversely as set forth in Section 242 of the DGCL, but not so affect the other series of Series Preferred, including for the sake of clarity, any amendment, alteration, repeal, or waiver of this Section 2(e); or

(iv) Any action that alters or changes the liquidation preference of the Series F-1 Preferred pursuant to Article IV(D) Section 3 and Section 4 hereof in connection with, or in anticipation of, any Acquisition or Asset Transfer.

(f) Election of Board of Directors.

(i) For so long as at least 3,000,000 shares of Series Preferred remain outstanding (subject to adjustment for any stock split, reverse stock split or similar event affecting the Series Preferred after the filing date hereof) the holders of Series Preferred voting together as a single class on an as-if-converted to Common Stock basis, shall be entitled to elect four (4) members of the Board (the "***Preferred Directors***") at each meeting or pursuant to each consent of the Company' s stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(ii) The holders of Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company' s stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iii) The holders of Common Stock and Series Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company' s stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iv) No person entitled to vote at an election for directors may cumulate votes to which such person is entitled unless required by applicable law at the time of such election. During such time or times that applicable law requires cumulative voting, every stockholder entitled to vote at an election for directors may cumulate such stockholder' s votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder' s shares are otherwise entitled, or distribute the stockholder' s votes on the same principle among as many candidates as such stockholder desires. No stockholder, however, shall be entitled to so cumulate such stockholder' s votes unless (A) the names of such candidate or candidates have been placed in nomination prior to the voting and (B) the stockholder has given notice at the meeting, prior to the voting, of such stockholder' s intention to cumulate such stockholder' s votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

3. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "***Liquidation Event***"), before any distribution or payment shall be made to the holders of any Common Stock the holders of Series Preferred shall be entitled to be paid *pari passu* out of the assets of the Company legally available for distribution for each share of Series Preferred held by them, an amount per share of Series Preferred equal to the greater of (i) the applicable Original Issue Price plus all declared and unpaid dividends on such share of the Series Preferred and (ii) such amount per share as would have been payable had all shares of Series Preferred been converted to Common Stock immediately prior to such Liquidation Event. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) After the payment of the full liquidation preference of the Series Preferred as set forth in Section 3(a) above, the remaining assets of the Company legally available for distribution, if any, shall be distributed ratably to the holders of the Common Stock as provided in Article IV Section E.4.

(c) The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of at least seventy percent (70%) of the outstanding Series Preferred (voting together as a single class on an as-if-converted to Common Stock basis); provided that no proceeds are paid or distributed to any stockholder of the Company in connection with such transaction or series of related transactions.

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then (X) each holder of Series Preferred shall be entitled to receive, *pari passu*, for each share of Series Preferred then held by such holder, out of the proceeds of such Acquisition or Asset Transfer, the greater of (i) the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such share pursuant to Section 3(a) above were such Acquisition or Asset Transfer a Liquidation Event or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such share pursuant to Section 3(c) above were Acquisition or Asset Transfer deemed a Liquidation Event and such share had been converted to Common Stock immediately prior to such Acquisition or Asset Transfer and (Y) each holder of Common Stock shall be entitled to receive for each share of Common Stock held by such holder, out of the proceeds of such Acquisition or Asset Transfer, the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such share pursuant to Section 3(b) above were such Acquisition or Asset Transfer deemed a Liquidation Event.

(b) For the purposes of this Section 4: (i) "***Acquisition***" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company' s voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "***Asset Transfer***" shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(c) In any Liquidation Event, Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

(d) The treatment of any particular transaction or series of related transactions as an Acquisition or an Asset Transfer may be waived by the vote or written consent of the holders of seventy percent (70%) of the outstanding Series Preferred (voting together as a single class on an as-if-converted to Common Stock basis); provided that no proceeds are paid or distributed to any stockholder of the Company in connection with such transaction or series of related transactions.

5. CONVERSION RIGHTS.

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Class B Common Stock (the "***Conversion Rights***"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Section 5, any shares of Series Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Class B Common Stock. The number of shares of Class B Common Stock to which a holder of Series Preferred shall be entitled upon conversion shall be the product obtained by multiplying the "Series Preferred Conversion Rate" then in effect for such series (determined as provided in Section 5(b) below) by the number of shares of Series Preferred being converted.

(b) Series Preferred Conversion Rate. The conversion rate in effect at any time for conversion of each separate series of the Series Preferred (the "***Series Preferred Conversion Rate***") shall be the quotient obtained by dividing the applicable Original Issue Price of such series of Series Preferred by the applicable "Series Preferred Conversion Price," calculated as provided in Section 5(c) below.

(c) Series Preferred Conversion Price. The conversion price for each separate series of the Series Preferred shall initially be the applicable Original Issue Price of such series of Series Preferred (the "***Series Preferred Conversion Price***"). Such initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series Preferred Conversion Price herein shall mean the applicable Series Preferred Conversion Price as so adjusted.

(d) Mechanics of Conversion. Each holder of Series Preferred who desires to convert the same into shares of Class B Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class B Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in Class B Common Stock (at the Class B Common Stock' s fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the Class B Common Stock' s fair market value determined by the Board as of the date of conversion) the value of any fractional share of Class B Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class B Common Stock on such date.

(e) Adjustment for Stock Splits and Combinations. If at any time or from time to time on or after the date upon which this Amended and Restated

Certificate of Incorporation is accepted for filing by the Secretary of State of the State of Delaware (the "***Filing Date***") the Company effects a subdivision of the outstanding Class B Common Stock, the Series Preferred Conversion Prices in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Filing Date the Company combines the outstanding shares of Class B Common Stock into a smaller number of shares, the Series Preferred Conversion Prices in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Common Stock Dividends and Distributions. If at any time or from time to time on or after the Filing Date, the Company pays to holders of Class B Common Stock a dividend or other distribution in additional shares of Class B Common Stock, the Series Preferred Conversion Prices then in effect shall be decreased as of the time of such issuance, as provided below:

(i) Each Series Preferred Conversion Price shall be adjusted by multiplying the applicable Series Preferred Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Class B Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Class B Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Class B Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Class B Common Stock are entitled to receive such dividend or other distribution, the Series Preferred Conversion Prices shall be fixed as of the close of business on such record date and the number of shares of Class B Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series Preferred Conversion Prices shall be recomputed accordingly as of the close of business on such record date and thereafter the Series Preferred Conversion Prices shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation. If at any time or from time to time on or after the Filing Date, the Class B Common Stock issuable upon the conversion of the Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 of Article IV(D) or a

subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5), in any such event each holder of Series Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Class B Common Stock into which such shares of Series Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series Preferred Conversion Prices then in effect and the number of shares issuable upon conversion of the Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(h) Sale of Shares Below Series Preferred Conversion Price.

(i) If at any time or from time to time on or after the Filing Date the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then effective Series Preferred Conversion Price of the Series A Preferred, the Series B Preferred, the Series C Preferred, the Series D Preferred, the Series E Preferred, the Series F Preferred or the Series F-1 Preferred (a "***Qualifying Dilutive Issuance***"), then and in each such case, the then existing Series Preferred Conversion Price of such series shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying the applicable Series Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction equal to:

(A) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing applicable Series Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Class B Common Stock into which the then outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(ii) No adjustment shall be made to the Series Preferred Conversion Price in an amount less than one tenth of one percent (0.1%) of the Series Preferred Conversion Price then in effect. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the Series Preferred Conversion Price. Any adjustment required by this Section 5(h) shall be rounded to the first decimal for which such rounding represents less than one tenth of one percent (0.1%) of the applicable Series Preferred Conversion Price in effect after such adjustment.

(iii) For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the "***Aggregate Consideration***") shall be defined as: (A) to the extent it consists of cash, be computed at the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "***Convertible Securities***") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series Preferred Conversion Price then in effect with respect to a series of Series Preferred, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion

thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further,* that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of the applicable Series Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the applicable Series Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the applicable Series Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series Preferred.

(v) For the purpose of making any adjustment to the Series Preferred Conversion Price required under this Section 5(h), "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than:

(A) shares of Class B Common Stock issued upon conversion of the Series Preferred;

(B) shares of Common Stock or Convertible Securities issued after the Filing Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board;

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Filing Date;

(D) shares of Common Stock or Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board including at least one of the Preferred Directors;

(E) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board including the at least one of Preferred Directors;

(F) any Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; *provided* that the issuance of shares therein has been approved by the Company' s Board including at least one of the Preferred Directors; and.

(G) Up to 64,920 shares of Series E Preferred Stock (subject to adjustment for any stock split, reverse stock split or similar event affecting the Series Preferred after the filing date hereof) issued pursuant to the Representations Letter (as defined in that certain Series E Preferred Stock Purchase Agreement dated August 22, 2013).

References to Common Stock in the subsections of this clause (v) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The "***Effective Price***" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vi) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the "***First Dilutive Issuance***"), then in the event that the Company

issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of related transactions as the First Dilutive Issuance (a "***Subsequent Dilutive Issuance***"), then and in each such case upon a Subsequent Dilutive Issuance the Series Preferred Conversion Price shall be reduced to the Series Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(i) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series Preferred, if the Series Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and shall, upon request, prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series Preferred so requesting at the holder' s address as shown in the Company' s books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the applicable Series Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series Preferred. Failure to request or provide such notice shall have no effect on any such adjustment.

(j) Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4 of Article IV(D)) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4 of Article IV(D)), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series Preferred at least ten (10) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders of at least seventy percent (70%) of the outstanding Series Preferred voting together as a single class on an as-if-converted to Class B Common Stock basis) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(k) Automatic Conversion.

(i) Each share of Series Preferred shall automatically be converted into shares of Class B Common Stock, based on the then-effective applicable Series Preferred Conversion Rate, (A) at any time upon the affirmative election of the holders of at least seventy percent (70%) of the outstanding shares of the Series Preferred voting together as a single class on an as-if-converted to Class B Common Stock basis, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock for the account of the Company in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $30,000,000 and the Company' s shares have been listed for trading on the New York Stock Exchange, NASDAQ Global Select Market or NASDAQ Global Market. Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d) of Article IV(D). Notwithstanding the foregoing, if the holders of at least seventy percent (70%) of the outstanding shares of the Series Preferred affirmatively elect to convert each share of Series Preferred into shares of Class B Common Stock pursuant to Section 5(k)(i)(A) in connection with a, or in contemplation of an identified, Liquidation Event, Acquisition or Asset Transfer, in addition to such affirmative election, the consent of at least sixty percent (60%) of the outstanding shares of Series C Preferred shall be required to convert the outstanding shares of Series C Preferred into shares of Class B Common Stock, the consent of at least sixty-five percent (65%) of the outstanding shares of Series D Preferred shall be required to convert the outstanding shares of Series D Preferred into shares of Class B Common Stock, the consent of at least seventy percent (70%) of the outstanding shares of Series E Preferred shall be required to convert the outstanding shares of Series E Preferred into shares of Class B Common Stock, and the consent of at least seventy percent (70%) of the outstanding shares of Series F Preferred shall be required to convert the outstanding shares of Series F Preferred into shares of Class B Common Stock, and the consent of a majority of the outstanding shares of Series F-1 Preferred shall be required to convert the outstanding shares of Series F-1 Preferred into shares of Class B Common Stock.

(ii) Upon the occurrence of either of the events specified in Section 5(k)(i) of Article IV(D), and subject to the last sentence of such section, the outstanding shares of Series Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Class B Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and

in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class B Common Stock into which the shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d) of Article IV(D).

(l) Fractional Shares. No fractional shares of Class B Common Stock shall be issued upon conversion of Series Preferred. All shares of Class B Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Class B Common Stock (as determined by the Board) on the date of conversion.

(m) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class B Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. If at any time the number of authorized but unissued shares of Class B Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Preferred, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Class B Common Stock to such number of shares as shall be sufficient for such purpose.

(n) Notices. Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by communication in compliance with the provisions of the DGCL if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(o) Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series Preferred so converted were registered.

6. NO REISSUANCE OF SERIES PREFERRED.

Any share or shares of Series Preferred redeemed, purchased, converted or exchanged shall be cancelled and retired and shall not be reissued or transferred.

E. Except as provided above, the rights, preferences, privileges, restrictions and other matters relating to the Class A Common Stock and Class B Common Stock are as follows:

1. Definitions.

For purposes of this Article IV.E, the following definitions shall apply:

(a) "***Equivalent Consideration***" shall mean, with respect to the Class A Common Stock or the Class B Common Stock, the same consideration paid or otherwise distributed in respect of the Class B Common Stock or the Class A Common Stock, respectively; *provided, however*, that in the event that consideration is paid in capital stock or other securities of another entity, such securities need not be identical with respect to voting rights in order to be Equivalent Consideration. For the avoidance of doubt, compensation pursuant to any employment, consulting, severance or other compensatory arrangement to be paid to or received by a person who is also a holder of Class A Common Stock or Class B Common Stock does not constitute consideration in respect of the Class A Common Stock or Class B Common Stock.

(b) "***Family Member***" shall mean with respect to any Qualified Stockholder who is a natural person, the spouse, parents, grandparents, lineal descendants, siblings and lineal descendants of siblings (in each case whether by blood relation or adoption) of such Qualified Stockholder.

(c) "***Final Conversion Date***" means 5:00 p.m. in New York City, New York on the earlier to occur following the IPO of (i) the first Trading Day falling on or after the date on which the outstanding shares of Class B Common Stock represent less than ten percent (10%) of the aggregate number of shares of the then outstanding Class A Common Stock and Class B Common Stock, (ii) the tenth (10th) anniversary of the IPO or (iii) the date specified by affirmative vote of the holders of a majority of the outstanding shares of Class B Common Stock, voting as a single class.

(d) "***Founder***" means the following individuals: Scott Dietzen, John Colgrove and David Hatfield and any Permitted Transferee of such Founder.

(e) "***IPO***" means the Company' s first firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock where the Class A Common Stock and Class B Common Stock are each a "covered security" as described in Section 18(b) of the Securities Act of 1933, as amended.

(f) "***Permitted Entity***" shall mean, with respect to a Qualified Stockholder that is not a natural person, any corporation, partnership or limited liability company in which such Qualified Stockholder directly, or indirectly through one or more Permitted Transferees, owns shares, partnership interests or membership interests, as

applicable, with sufficient Voting Control in the corporation, partnership or limited liability company, as the case may be, or otherwise has legally enforceable rights, such that the Qualified Stockholder retains sole dispositive power and exclusive Voting Control with respect to all shares of Class B Common Stock held of record by such corporation, partnership or limited liability company, as the case may be.

(g) "***Permitted Transfer***" shall mean, and be restricted to, any Transfer of a share of Class B Common Stock:

(i) by a Qualified Stockholder that is a natural person, to the trustee of a Permitted Trust of such Qualified Stockholder;

(ii) by a Permitted Trust of a Qualified Stockholder, to the Qualified Stockholder or the trustee of any other Permitted Trust of such Qualified Stockholder;

(iii) by a Qualified Stockholder that is not a natural person to any Permitted Entity of such Qualified Stockholder;

(iv) by a Permitted Entity of a Qualified Stockholder that is not a natural person to the Qualified Stockholder or any other Permitted Entity of such Qualified Stockholder; or

(v) by a Qualified Stockholder that is a partnership or limited liability company that beneficially held more than one percent (1%) of the total outstanding shares of Class B Common Stock as of immediately following the closing of the IPO, to any person or entity that, upon the closing of the IPO, was a Control Person of such partnership or limited liability company, in accordance with in the terms of such partnership or limited liability company and without the payment of additional consideration, and any further Transfer(s) by such Control Person that is a partnership or limited liability company to any person or entity that was upon the closing of the IPO a general partner, managing member or manager of such partnership or limited liability company in accordance with the terms of such partnership or limited liability company and without the payment of additional consideration. All shares of Class B Common Stock held by affiliated entities shall be aggregated together for the purposes of determining the satisfaction of such one percent (1%) threshold. For the purposes of the foregoing, a "Control Person" shall mean any general partner of a limited partnership and any managing member, managing director or manager of a limited liability company.

(h) "***Permitted Transferee***" shall mean a transferee of shares of Class B Common Stock received in a Transfer that constitutes a Permitted Transfer.

(i) "***Permitted Trust***" shall mean a bona fide trust for the benefit of a Qualified Stockholder or Family Members of the Qualified Stockholder, if such Transfer does not involve any payment of cash, securities, property or other consideration (other than an interest in such trust) to the Qualified Stockholder, a trust under the terms of which such Qualified Stockholder has retained a "qualified interest" within the meaning of §2702(b)(1) of the Internal Revenue Code and/or a reversionary

interest, in each case so long as the Qualified Stockholder has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such trust.

(j) "***Qualified Stockholder***" shall mean (i) the registered holder of a share of Class B Common Stock immediately prior to the IPO; (ii) the initial registered holder of any shares of Class B Common Stock that are originally issued by the Company after the IPO (including, without limitation, upon conversion of the Series Preferred or upon exercise of options or warrants); and (iii) a Permitted Transferee.

(k) "***Transfer***" of a share of Class B Common Stock shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law, including, without limitation, a transfer of a share of Class B Common Stock to a broker or other nominee (regardless of whether there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control (as defined below) over such share by proxy or otherwise; *provided*, *however*, that the following shall not be considered a "Transfer" within the meaning of this Article IV:

(i) the granting of a revocable proxy to officers or directors of the Company at the request of the Board of Directors in connection with actions to be taken at an annual or special meeting of stockholders;

(ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with stockholders who are holders of Class B Common Stock that (A) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Company, (B) either has a term not exceeding one (1) year or is terminable by the holder of the shares subject thereto at any time and (C) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; or

(iii) the pledge of shares of Class B Common Stock by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction for so long as such stockholder continues to exercise Voting Control over such pledged shares; *provided, however*, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer" unless such foreclosure or similar action qualifies as a "Permitted Transfer".

A "Transfer" shall also be deemed to have occurred with respect to a share of Class B Common Stock beneficially held by (i) a Permitted Transferee on the date that such Permitted Transferee ceases to meet the qualifications to be a Permitted Transferee of the Qualified Stockholder who effected the Transfer of such shares to such Permitted Transferee, or (ii) an entity that is a Qualified Stockholder, if there occurs a Transfer on a cumulative basis, from and after the acceptance of this Amended and Restated Certificate of Incorporation for filing with the Secretary of State of the State of Delaware (the

"***Effective Time***"), of a majority of the voting power of the voting securities of such entity or any direct or indirect Parent of such entity, other than a Transfer to parties that are, as of the Effective Time, holders of voting securities of any such entity or Parent of such entity. "Parent" of an entity shall mean any entity that directly or indirectly owns or controls a majority of the voting power of the voting securities of such entity.

(l) "***Voting Control***" shall mean, with respect to a share of Class B Common Stock, the power (whether exclusive or shared) to vote or direct the voting of such share by proxy, voting agreement or otherwise.

2. RIGHTS RELATING TO DIVIDENDS, SUBDIVISIONS AND COMBINATIONS.

(a) Subject to the prior rights of holders of all classes and series of stock at the time outstanding having prior rights as to dividends, the holders of the Class A Common Stock and Class B Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the Board. Any dividends paid to the holders of shares of Class A Common Stock and Class B Common Stock shall be paid pro rata, on an equal priority, pari passu basis, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of the applicable class of Common Stock treated adversely, voting separately as a class.

(b) The Company shall not declare or pay any dividend or make any other distribution to the holders of Class A Common Stock or Class B Common Stock payable in securities of the Company unless the same dividend or distribution with the same record date and payment date shall be declared and paid on all shares of Common Stock; *provided, however*, that (i) dividends or other distributions payable in shares of Class A Common Stock or rights to acquire shares of Class A Common Stock may be declared and paid to the holders of Class A Common Stock without the same dividend or distribution being declared and paid to the holders of the Class B Common Stock if, and only if, a dividend payable in shares of Class B Common Stock, or rights to acquire shares of Class B Common Stock, as applicable, are declared and paid to the holders of Class B Common Stock at the same rate and with the same record date and payment date; and (ii) dividends or other distributions payable in shares of Class B Common Stock or rights to acquire shares Class B Common Stock may be declared and paid to the holders of Class B Common Stock without the same dividend or distribution being declared and paid to the holders of the Class A Common Stock if, and only if, a dividend payable in shares of Class A Common Stock, or rights to acquire shares of Class A Common Stock, as applicable, are declared and paid to the holders of Class A Common Stock at the same rate and with the same record date and payment date.

(c) If the Company in any manner subdivides or combines the outstanding shares of Class A Common Stock or Class B Common Stock, then the outstanding shares of all Common Stock will be subdivided or combined in the same proportion and manner.

3. VOTING RIGHTS.

(a) Class A Common Stock. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each share thereof held.

(b) Class B Common Stock. Each holder of shares of Class B Common Stock shall be entitled to ten (10) votes for each share thereof held.

(c) Class B Common Stock Protective Provisions. Following the IPO, so long as any shares of Class B Common Stock remain outstanding, the Company shall not, without the approval by vote or written consent of the holders of a majority of the voting power of the Class B Common Stock then outstanding, voting together as a single class, directly or indirectly, or whether by amendment, or through merger, recapitalization, consolidation or otherwise:

(i) amend, alter, or repeal any provision of this Amended and Restated Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation), that modifies the voting, conversion or other powers, preferences, or other special rights or privileges, or restrictions of the Class B Common Stock; or

(ii) reclassify any outstanding shares of Class A Common Stock of the Company into shares having rights as to dividends or liquidation that are senior to the Class B Common Stock or the right to more than one (1) vote for each share thereof.

(d) General. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock, Class A Common Stock and Class B Common Stock shall vote together and not as separate series or classes.

4. LIQUIDATION RIGHTS.

In the event of a Liquidation Event, upon the completion of the distributions required with respect to each series of Preferred Stock that may then be outstanding, the remaining assets of the Company legally available for distribution to stockholders shall be distributed on an equal priority, pro rata basis to the holders of Class A Common Stock and Class B Common Stock, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A Common Stock and Class B Common Stock, each voting separately as a class.

5. OPTIONAL CONVERSION.

(a) Optional Conversion of the Class B Common Stock.

(i) At the option of the holder thereof, each share of Class B Common Stock shall be convertible, at any time or from time to time following the closing of the IPO, into one fully paid and nonassessable share of Class A Common Stock as provided herein.

(ii) Each holder of Class B Common Stock who elects to convert the same into shares of Class A Common Stock shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Class B Common Stock, and shall give written notice to the Company at such office that such holder elects to convert the same and shall state therein the number of shares of Class B Common Stock being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class A Common Stock to which such holder is entitled upon such conversion. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the shares of Class B Common Stock to be converted, and the person entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class A Common Stock on such date. If a conversion election under this Section 5(a)(ii) is made in connection with an underwritten offering of the Company' s securities pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of the holder tendering shares of Class B Common Stock for conversion, be conditioned upon the closing with the underwriters of the sale of the Company' s securities pursuant to such offering, in which event the holders making such elections who are entitled to receive Class A Common Stock upon conversion of their Class B Common Stock shall not be deemed to have converted such shares of Class B Common Stock until immediately after to the closing of such sale of the Company' s securities in the offering.

6. AUTOMATIC CONVERSION.

(a) Automatic Conversion of the Class B Common Stock. At any time following the closing of the IPO, each share of Class B Common Stock shall automatically be converted into one fully paid and nonassessable share of Class A Common Stock upon a Transfer, other than a Permitted Transfer, of such share of Class B Common Stock. Such conversion shall occur automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided*, *however*, that the Company shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificates evidencing such shares of Class B Common Stock are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Class B Common Stock, the holders of Class B Common Stock so converted shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Class A Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class A Common Stock into which the shares of Class B Common Stock surrendered were convertible on the date on which such automatic conversion occurred.

(b) Conversion Upon Death. At any time following the closing of the IPO, each share of Class B Common Stock held of record by a natural person, other than a Founder, shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock upon the death of such stockholder. At any time following the closing of the IPO, each share of Class B Common Stock held of record by a Founder or a Permitted Transferee of such Founder shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock nine (9) months after the date of the death of such Founder.

7. Final Conversion. On the Final Conversion Date, each one (1) issued share of Class B Common Stock shall automatically, without any further action, convert into one (1) share of Class A Common Stock. Following the Final Conversion Date, the Company may no longer issue any additional shares of Class B Common Stock.

8. RESERVATION OF STOCK ISSUABLE UPON CONVERSION.

The Company shall at all times following the closing of the IPO reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Class B Common Stock, as applicable, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock; and if at any time following the closing of the IPO the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then-outstanding shares of Class B Common Stock, as applicable, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such numbers of shares as shall be sufficient for such purpose.

V.

A. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Company (and any other persons to which applicable law permits the Company to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise in excess of the indemnification and advancement otherwise permitted by such applicable law. If applicable law is amended after approval by the stockholders of this Article V to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the Company shall be eliminated or limited to the fullest extent permitted by applicable law as so amended.

C. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

D. In the event that a member of the Board of Directors of the Company who is also a partner or employee of an entity that is a holder of Preferred Stock and that is in the business of investing and reinvesting in other entities, or an employee of an entity that manages such an entity (each, a "***Fund***") acquires knowledge of a potential transaction or other matter in such individual' s capacity as a partner or employee of the Fund or the manager or general partner of the Fund (and other than directly in connection with such individual' s service as a member of the Board of Directors of the Company) and that may be an opportunity of interest for both the Company and such Fund (a "***Corporate Opportunity***"), then the Company (i) renounces any expectancy that such director or Fund offer an opportunity to participate in such Corporate Opportunity to the Company and (ii) to the fullest extent permitted by law, waives any claim that such opportunity constituted a Corporate Opportunity that should have been presented by such director or Fund to the Company or any of its affiliates; provided, however, that such director acts in good faith.

VI.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Amended and Restated Certificate of Incorporation.

B. Subject to any required vote or approval of the holders of the Series Preferred set forth herein, the Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; provided however, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Certificate of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

* * * *

FOUR: This Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Company.

FIVE: This Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Company.

IN WITNESS WHEREOF, PURE Storage, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer this 31st day of March, 2015.

PURE STORAGE, INC.

/s/ Scott Dietzen

Scott Dietzen, Chief Executive Officer

Exhibit 3.3

AMENDED AND RESTATED BYLAWS

OF

PURE STORAGE, INC.
(A DELAWARE CORPORATION)

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS

OF

PURE STORAGE, INC.
(A DELAWARE CORPORATION)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be in the City of Dover, County of Kent.

Section 2. Other Offices. The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

CORPORATE SEAL

Section 3. Corporate Seal. The Board of Directors may adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the corporation and the inscription, "Corporate Seal-Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. Said seal may be altered at the pleasure of the Board of Directors.

ARTICLE III

STOCKHOLDERS' MEETINGS

Section 4. Place of Meetings. Meetings of the stockholders of the corporation may be held at such place, either within or without the State of Delaware, as may be determined from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided under the Delaware General Corporation Law ("DGCL").

Section 5. Annual Meeting.

(a) The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Nominations of persons for election to the Board of Directors of the corporation and the proposal

of business to be considered by the stockholders may be made at an annual meeting of stockholders: (i) pursuant to the corporation' s notice of meeting of stockholders; (ii) by or at the direction of the Board of Directors; or (iii) by any stockholder of the corporation who was a stockholder of record at the time of giving of notice provided for in the following paragraph, who is entitled to vote at the meeting and who complied with the notice procedures set forth in Section 5.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Section 5(a) of these Bylaws, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the corporation, (ii) such other business must be a proper matter for stockholder action under the DGCL, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the corporation with a Solicitation Notice (as defined in this Section 5(b)), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation' s voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the corporation' s voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 5. To be timely, a stockholder' s notice shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year' s annual meeting; *provided*, *however*, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year' s annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder' s notice as described above. Such stockholder' s notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act") and Rule 14a-4(d) thereunder (including such person' s written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the

notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the corporation' s books, and of such beneficial owner, (ii) the class and number of shares of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the corporation' s voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the corporation' s voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(c) Notwithstanding anything in the second sentence of Section 5(b) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors of the corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least one hundred (100) days prior to the first anniversary of the preceding year' s annual meeting, a stockholder' s notice required by this Section 5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section 5 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5. Except as otherwise provided by law, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

Section 6. Special Meetings.

(a) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive

Officer, (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or (iv) by the holders of shares entitled to cast not less than ten percent (10%) of the votes at the meeting, and shall be held at such place, on such date, and at such time as the Board of Directors shall fix. At any time or times that the corporation is subject to Section 2115(b) of the California General Corporation Law ("CGCL"), stockholders holding five percent (5%) or more of the outstanding shares shall have the right to call a special meeting of stockholders as set forth in Section 18(b) herein.

(b) If a special meeting is properly called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by telegraphic or other facsimile transmission to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

Section 7. Notice of Meetings. Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder' s address as it appears on the records of the corporation. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 8. Quorum. At all meetings of stockholders, except where otherwise provided by statute or by the Certificate of Incorporation, or by these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the

transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute, or by the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Certificate of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, shall constitute a quorum entitled to take action with respect to that vote on that matter. Except where otherwise provided by statute or by the Certificate of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting shall be the act of such class or classes or series.

Section 9. Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares present in person, by remote communication, if applicable, or represented by proxy. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment, a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with applicable law, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 10. Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Each stockholder entitled to vote or execute consents shall have the right to do so either in person, by remote communication, if applicable, or by an agent or agents authorized by a proxy granted in accordance with Delaware law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

Section 11. Joint Owners of Stock. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one votes, his act binds all; (b) if more than one votes, the act of the majority so voting binds all; (c) if more than one votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or any person voting the shares, or a beneficiary, if any, may apply to the Delaware Court of Chancery for relief as provided in the DGCL, Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 12. List of Stockholders. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting; *provided, however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then such list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 13. Action Without Meeting.

(a) Unless otherwise provided in the Certificate of Incorporation, any action required by statute to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, or by electronic transmission setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Every written consent or electronic transmission shall bear the date of signature of each stockholder who signs the consent, and no written consent or electronic

transmission shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner herein required, written consents or electronic transmissions signed by a sufficient number of stockholders to take action are delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation' s registered office shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of stockholders to take action were delivered to the corporation as provided in Section 228(c) of the DGCL. If the action which is consented to is such as would have required the filing of a certificate under any section of the DGCL if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.

(d) A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the state of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation' s registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the corporation. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 14. Organization.

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV

DIRECTORS

Section 15. Number and Term of Office. The authorized number of directors of the corporation shall be fixed by the Board of Directors from time to time. Directors need not be stockholders unless so required by the Certificate of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient.

Section 16. Powers. The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation.

Section 17. Term of Directors.

(a) Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders to serve until the next annual meeting of stockholders. Each director shall hold office until such director' s successor is duly elected and qualified or until such director' s earlier death, resignation, or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(b) No person entitled to vote at an election for directors may cumulate votes to which such person is entitled, unless, at the time of such election, the corporation is subject to Section 2115(b) of the CGCL. During such time or times that the corporation is subject to Section 2115(b) of the CGCL, every stockholder entitled to vote at an election for directors may cumulate such stockholder' s votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder' s shares are otherwise entitled, or distribute the stockholder' s votes on the same principle among as many candidates as such stockholder thinks fit. No stockholder, however, shall be entitled to so cumulate such stockholder' s votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the stockholder has given notice at the meeting, prior to the voting, of such stockholder' s intention to cumulate such stockholder' s votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

Section 18. Vacancies.

(a) Unless otherwise provided in the Certificate of Incorporation, and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director, *provided, however*, that whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, vacancies and newly created directorships of such class or classes or series shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director' s successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal or resignation of any director.

(b) At any time or times that the corporation is subject to §2115(b) of the CGCL, if, after the filling of any vacancy, the directors then in office who have been elected by stockholders shall constitute less than a majority of the directors then in office, then

(1) any holder or holders of an aggregate of five percent (5%) or more of the total number of shares at the time outstanding having the right to vote for those directors may call a special meeting of stockholders; or

(2) the Superior Court of the proper county shall, upon application of such stockholder or stockholders, summarily order a special meeting of the stockholders, to be held to elect the entire board, all in accordance with Section 305(c) of the CGCL, the term of office of any director shall terminate upon that election of a successor.

Section 19. Resignation. Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office for the unexpired portion of the term of the director whose place shall be vacated and until his successor shall have been duly elected and qualified.

Section 20. Removal.

(a) Subject to any limitations imposed by applicable law (and assuming the corporation is not subject to Section 2115 of the CGCL), the Board of Directors or any director may be removed from office at any time with or without cause by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the corporation entitled to vote generally at an election of directors; except whenever the holders of any class or series are entitled to elect one or more director by the Certificate of Incorporation, in respect to the removal without cause of a director or directors so elected, the vote of the holders of the outstanding shares of that class or series and not the vote of the outstanding shares as a whole shall apply.

(b) During such time or times that the corporation is subject to Section 2115(b) of the CGCL, the Board of Directors or any individual director may be removed from office at any time without cause by the affirmative vote of the holders of at least a majority of the outstanding shares entitled to vote on such removal; *provided, however*, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director' s removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director' s most recent election were then being elected.

Section 21. Meetings

(a) Regular Meetings. Unless otherwise restricted by the Certificate of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or without the State of Delaware which has been designated by the Board of Directors and publicized among all directors, either orally or in writing, including a voice-messaging system or other system designated to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means. No further notice shall be required for a regular meeting of the Board of Directors.

(b) Special Meetings. Unless otherwise restricted by the Certificate of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairman of the Board, the President or any one of the directors.

(c) Meetings by Electronic Communications Equipment. Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Notice of Special Meetings. Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting. If notice is sent by US mail, it shall be sent by first class mail, postage prepaid at least three (3) days before the date of the meeting. Notice of any meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(e) Waiver of Notice. The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 22. Quorum and Voting.

(a) Unless the Certificate of Incorporation requires a greater number, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Certificate of Incorporation; *provided, however,* at any meeting, whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation or these Bylaws.

Section 23. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 24. Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 25. Committees.

(a) Executive Committee. The Board of Directors may appoint an Executive Committee to consist of one or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any bylaw of the corporation.

(b) Other Committees. The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

(c) Term. The Board of Directors, subject to any requirements of any outstanding series of Preferred Stock and the provisions of subsections (a) or (b) of this Bylaw may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date

of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Meetings. Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 26. Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or if the President is absent, the most senior Vice President, (if a director) or, in the absence of any such person, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

Section 27. Officers Designated. The officers of the corporation shall include, if and when designated by the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Technology Officer, the Chief Financial Officer, the Treasurer and the Controller, all of whom shall be elected at the annual organizational meeting of the Board of Directors. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers, Assistant Controllers and such other officers and

agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 28. Tenure and Duties of Officers.

(a) General. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) Duties of Chairman of the Board of Directors. The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. If there is no President, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 28.

(c) Duties of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. Unless some other officer has been elected Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(d) Duties of Vice Presidents. The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) Duties of Secretary. The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) Duties of Chief Financial Officer. The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 29. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 30. Resignations. Any officer may resign at any time by giving notice in writing or by electronic transmission notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

Section 31. Removal. Any officer may be removed from office at any time, either with or without cause, by the Board of Directors, or by any committee, other officer, or agent upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 32. Execution of Corporate Instruments. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 33. Voting of Securities Owned by the Corporation. All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

Section 34. Form and Execution of Certificates. The shares of the corporation shall be represented by certificates, or shall be uncertificated. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the corporation represented by certificate shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 35. Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or the owner' s legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 36. Transfers.

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and, in the case of stock represented by certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 37. Fixing Record Dates.

(a) In order that the corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of this Section 37 at the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation' s registered office shall be by hand

or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 38. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VIII

OTHER SECURITIES OF THE CORPORATION

Section 39. Execution of Other Securities. All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 34), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; *provided, however,* that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX

DIVIDENDS

Section 40. Declaration of Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

Section 41. Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

FISCAL YEAR

Section 42. Fiscal Year. The fiscal year of the corporation may be fixed by resolution of the Board of Directors. In the absence of such resolution, the fiscal year shall be the calendar year.

ARTICLE XI

INDEMNIFICATION

Section 43. Indemnification of Directors, Executive Officers, Other Officers, Employees and Other Agents.

(a) Directors and Executive Officers. The corporation shall indemnify its directors and executive officers (for the purposes of this Article XI, "executive officers" shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent not prohibited by the DGCL or any other applicable law; *provided, however,* that the corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, *provided, further,* that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law or any other applicable law or (iv) such indemnification is required to be made under subsection (d).

(b) Other Officers, Employees and Other Agents. The corporation shall have power to indemnify its other officers, employees and other agents as set forth in the DGCL or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person to such officers or other persons as the Board of Directors shall determine.

(c) Expenses. The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer, of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding, *provided, however*, that, if the DGCL so requires, such advancement shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 43 or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Bylaw, no advance shall be made by the corporation to an executive officer of the corporation (except by reason of the fact that such executive officer is or was a director of the corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of a quorum consisting of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

(d) Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this Bylaw to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive

officer is or was a director of the corporation) for advances, the corporation shall be entitled to raise as a defense to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

(e) Non-Exclusivity of Rights. The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL or any other applicable law.

(f) Survival of Rights. The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, or executive officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Insurance. To the fullest extent permitted by the DGCL, or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this bylaw.

(h) Amendments. Any repeal or modification of this Bylaw shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation. The rights arising under this Article XI shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(i) Saving Clause. If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Bylaw that shall not have been invalidated, or by any other applicable law. If this Section 43 shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and executive officer to the full extent under applicable law.

(j) Certain Definitions. For the purposes of this Bylaw, the following definitions shall apply:

(1) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term "expenses" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the "corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Bylaw with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(4) References to a "director," "executive officer," "officer," "employee," or "agent" of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this bylaw.

ARTICLE XII

NOTICES

Section 44. Notices.

(a) Notice to Stockholders. Written notice to stockholders of stockholder meetings shall be given as provided in Section 7 herein. Without limiting the manner by which

notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, written notice to stockholders for purposes other than stockholder meetings may be sent by United States mail or nationally recognized overnight courier, or by facsimile, telegraph or telex, or by electronic mail, electronic transmission, or other electronic means.

(b) Notice to Directors. Any notice required to be given to any director may be given by the method stated in subsection (a), or as provided for in Section 21 of these Bylaws. If such notice is not delivered personally, it shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) Affidavit of Mailing. An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected or other agent, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) Methods of Notice. It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(e) Notice to Person with Whom Communication Is Unlawful. Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(f) Notice to Stockholders Sharing an Address. Except as otherwise prohibited under DGCL, any notice given under the provisions of DGCL, the Certificate of Incorporation or the Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the corporation within sixty (60) days of having been given notice by the corporation of its intention to send the single notice. Any such consent shall be revocable by the stockholder by written notice to the corporation.

ARTICLE XIII

AMENDMENTS

Section 45. Amendments. The Board of Directors is expressly empowered to adopt, amend or repeal Bylaws of the corporation. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the corporation; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE XIV

RIGHT OF FIRST REFUSAL

Section 46. Right of First Refusal. No stockholder shall sell, assign, pledge, or in any manner transfer any of the shares of common stock (excluding shares of Common Stock issued or issuable upon conversion or exchange of Preferred Stock) of the corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this bylaw:

(a) If the stockholder desires to sell or otherwise transfer any of his shares of common stock, then the stockholder shall first give written notice thereof to the corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.

(b) For thirty (30) days following receipt of such notice, the corporation shall have the option to purchase all (but not less than all) of the shares specified in the notice at the price and upon the terms set forth in such notice; *provided, however,* that, with the consent of the stockholder, the corporation shall have the option to purchase a lesser portion of the shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section 46, the price shall be deemed to be the fair market value of the stock at such time as determined in good faith by the Board of Directors. In the event the corporation elects to purchase all of the shares or, with consent of the stockholder, a lesser portion of the shares, it shall give written notice to the transferring stockholder of its election and settlement for said shares shall be made as provided below in paragraph (d).

(c) The corporation may assign its rights hereunder.

(d) In the event the corporation and/or its assignee(s) elect to acquire any of the shares of the transferring stockholder as specified in said transferring stockholder' s notice, the Secretary of the corporation shall so notify the transferring stockholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the corporation

receives said transferring stockholder' s notice; provided that if the terms of payment set forth in said transferring stockholder' s notice were other than cash against delivery, the corporation and/or its assignee(s) shall pay for said shares on the same terms and conditions set forth in said transferring stockholder' s notice.

(e) In the event the corporation and/or its assignee(s) do not elect to acquire all of the shares specified in the transferring stockholder' s notice, said transferring stockholder may, within the sixty-day period following the expiration or waiver of the option rights granted to the corporation and/or its assignee(s) herein, transfer the shares specified in said transferring stockholder' s notice which were not acquired by the corporation and/or its assignee(s) as specified in said transferring stockholder' s notice. All shares so sold by said transferring stockholder shall continue to be subject to the provisions of this bylaw in the same manner as before said transfer.

(f) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this bylaw:

(1) A stockholder' s transfer of any or all shares held either during such stockholder' s lifetime or on death by will or intestacy to such stockholder' s immediate family or to any custodian or trustee for the account of such stockholder or such stockholder' s immediate family or to any limited partnership of which the stockholder, members of such stockholder' s immediate family or any trust for the account of such stockholder or such stockholder' s immediate family will be the general of limited partner(s) of such partnership. "Immediate family" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such transfer.

(2) A stockholder' s bona fide pledge or mortgage of any shares with a commercial lending institution, provided that any subsequent transfer of said shares by said institution shall be conducted in the manner set forth in this bylaw.

(3) A stockholder' s transfer of any or all of such stockholder' s shares to the corporation or to any other stockholder of the corporation.

(4) A stockholder' s transfer of any or all of such stockholder' s shares to a person who, at the time of such transfer, is an officer or director of the corporation.

(5) A corporate stockholder' s transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, reclassification of shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder.

(6) A transfer by a stockholder that is a limited or general partnership or a limited liability company to any or all of its partners, members, former partners or former members.

In any such case, the transferee, assignee, or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further transfer of such stock except in accord with this bylaw.

(g) The provisions of this bylaw may be waived with respect to any transfer either by the corporation, upon duly authorized action of its Board of Directors, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation (excluding the votes represented by those shares to be transferred by the transferring stockholder). This bylaw may be amended or repealed either by a duly authorized action of the Board of Directors or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation.

(h) Any sale or transfer, or purported sale or transfer, of securities of the corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

(i) The foregoing right of first refusal shall terminate on either of the following dates, whichever shall first occur:

(1) On July 22, 2020; or

(2) Upon the date securities of the corporation are first offered to the public pursuant to a registration statement filed with, and declared effective by, the United States Securities and Exchange Commission under the Securities Act of 1933, as amended.

(j) The certificates representing shares of stock of the corporation shall bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION."

ARTICLE XV

LOANS TO OFFICERS

Section 47. Loans to Officers. Except as otherwise prohibited under applicable law, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

ARTICLE XVI

MISCELLANEOUS

Section 48. Annual Report.

(a) Subject to the provisions of paragraph (b) of this Bylaw, the Board of Directors shall cause an annual report to be sent to each stockholder of the corporation not later than one hundred twenty (120) days after the close of the corporation' s fiscal year. Such report shall include a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation. When there are more than 100 stockholders of record of the corporation' s shares, as determined by Section 605 of the CGCL, additional information as required by Section 1501(b) of the CGCL shall also be contained in such report, provided that if the corporation has a class of securities registered under Section 12 of the 1934 Act, the 1934 Act shall take precedence. Such report shall be sent to stockholders at least fifteen (15) days prior to the next annual meeting of stockholders after the end of the fiscal year to which it relates.

(b) If and so long as there are fewer than 100 holders of record of the corporation' s shares, the requirement of sending of an annual report to the stockholders of the corporation is hereby expressly waived.

AMENDMENT TO BYLAWS

OF

PURE STORAGE, INC.

APPROVED BY THE BOARD OF DIRECTORS ON AUGUST 20, 2013

The following Amendment to the Bylaws (the "***Bylaws***") of Pure Storage, Inc., a Delaware corporation, was adopted as of August 20, 2013:

Article VII Section 36 of the Bylaws shall be amended and restated to read in its entirety as follows:

"**Section 36. Restrictions on Transfer.**

(a) No holder of any of the shares of stock of the corporation (or any securities of the corporation convertible into, or exchangeable or exercisable for, such shares, options, warrants or other rights to acquire such shares (collectively, "***Convertible Securities***", and together with shares of stock of the corporation, the "***Covered Securities***")) may sell, transfer, assign, pledge, or otherwise dispose of or encumber any Covered Securities or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise (each, a "***Transfer***") without the prior written consent of the corporation, upon duly authorized action of the Board of Directors. The corporation may withhold consent for any legitimate corporate purpose, as determined by the Board of Directors. Examples of the basis for the corporation to withhold its consent include, without limitation, (i) if such Transfer is to individuals, companies or any other form of entity identified by the corporation as a potential competitor or considered by the corporation to be unfriendly; (ii) if such Transfer increases the risk of the corporation having a class of security held of record by such number of persons as will require the corporation to register such class of securities pursuant to Section 12(g) of the I 934 Act, and Rule 12g5-1 promulgated thereunder, or otherwise requiring the corporation to register any class of securities under the 1934 Act; (iii) if such Transfer would result in the loss of any federal or state securities law exemption relied upon by the corporation in connection with the initial issuance of such shares or the issuance of any other securities; (iv) if such Transfer is facilitated in any manner by any public posting, message board, trading portal, internet site, or similar method of communication, including without limitation any trading portal or internet site intended to facilitate secondary transfers of securities; (v) if such Transfer is to be effected in a brokered transaction; or (vi) if such Transfer represents a Transfer of less than all of the shares or Convertible Securities then held by the holder and its affiliates or is to be made to more than a single transferee.

(b) If a holder desires to Transfer any Covered Securities, then the holder shall first give written notice thereof to the corporation. The notice shall name the proposed transferee and state the number of shares, including shares issuable upon exercise of Convertible Securities, to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer. For the avoidance of doubt, any Covered Securities subject to Section 46 hereof remain subject to the corporation' s right of first refusal located in Section 46 hereof, regardless of whether (i) the Company consents to the transfer of such Covered Securities pursuant to Section 36(a) or (ii) the transfer of such Covered Securities is exempt from the restrictions of this Section 36 pursuant to Section 36(e).

(c) Any Transfer, or purported Transfer, of Covered Securities not made in strict compliance with this Section 36 shall be null and void, shall not be recorded on the books of the corporation and shall not be recognized by the corporation.

(d) The foregoing restriction on Transfer shall terminate upon the date securities of the corporation are first offered to the public pursuant to a registration statement filed with, and declared effective by, the United States Securities and Exchange Commission under the Securities Act of 1933, as amended.

(e) The foregoing restriction on Transfer shall not apply to the following transactions:

(1) A stockholder' s transfer of any or all of such stockholder' s shares to any other stockholder of the corporation.

(2) A stockholder' s transfer of any or all shares held either during such stockholder' s lifetime or on death by will or intestacy to such stockholder' s immediate family or to any custodian or trustee for the account of such stockholder or such stockholder' s immediate family or to any limited partnership of which the stockholder, members of such stockholder' s immediate family or any trust for the account of such stockholder or such stockholder' s immediate family will be the sole partners of such partnership. Immediate family" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such transfer.

(3) A Transfer by a stockholder that is a partnership, limited liability company, corporation, or similar entity to any person or entity who or which, directly or indirectly, controls, is controlled by, or is under common control with such stockholder.

(f) The certificates or other documents representing Covered Securities of the corporation shall bear on their face the following legend so long as the foregoing Transfer restrictions are in effect:

"THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO A TRANSFER RESTRICTION, AS PROVIDED IN THE BYLAWS OF THE CORPORATION.' "

IN WITNESS WHEREOF, the undersigned has hereto subscribed his name this 20th day of August, 2013.

/s/ Mark P. Tanoury

Mark P. Tanoury, Secretary

Exhibit 10.1

PURE STORAGE, INC.

AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

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PURE STORAGE, INC.
AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT (the "***Agreement***") is entered into as of April 17, 2014, by and among PURE Storage, Inc., a Delaware corporation (the "***Company***") and the investors listed on **EXHIBIT A** hereto (including, without limitation, Schedule 1, Schedule 2, Schedule 3 and Schedule 4 to Exhibit A), referred to hereinafter as the "***Investors***" and each individually as an "***Investor***."

RECITALS

WHEREAS, certain of the Investors are purchasing shares of the Company' s Series F Preferred Stock (the "***Series F Preferred***"), pursuant to that certain Series F Preferred Stock Purchase Agreement (the "***Purchase Agreement***") of even date herewith (the "***Financing***");

WHEREAS, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

WHEREAS, certain of the Investors (the "***Prior Investors***") are holders of the Company' s Series A Preferred Stock (the "***Series A Preferred***"), Series B Preferred Stock (the "***Series B Preferred***"), Series C Preferred Stock (the "***Series C Preferred***"), Series D Preferred Stock (the "***Series D Preferred***") and Series E Preferred Stock (the "***Series E Preferred***");

WHEREAS, the Prior Investors and the Company are parties to an Amended and Restated Investor Rights Agreement dated August 22, 2013 (the "***Prior Agreement***");

WHEREAS, the parties to the Prior Agreement desire to amend and restate the Prior Agreement and accept the rights and covenants hereof in lieu of their rights and covenants under the Prior Agreement; and

WHEREAS, in connection with the consummation of the Financing, the Company and the Investors have agreed to the registration rights, information rights, and other rights as set forth below.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. GENERAL.

1.1 Amendment and Restatement of Prior Agreement. The Prior Agreement is hereby amended in its entirety and restated herein. Such amendment and restatement is effective upon the execution of this Agreement by the Company and the holders of at least seventy percent (70%) of the-then outstanding Registrable Securities (as defined in the Prior Agreement). Upon such execution, all provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety and shall have no further force or effect, including, without limitation, all rights of first refusal and any notice period associated therewith otherwise applicable to the transactions contemplated by the Purchase Agreement.

1.2 Definitions. As used in this Agreement the following terms shall have the following respective meanings:

(a) *"**Advised Holder**"* shall mean the Wellington Investors, the Fidelity Investors and the T. Rowe Price Investors.

(b) *"**Affiliate**"* shall mean any person or entity who or which, directly or indirectly, controls, is controlled by, or is under common control with the relevant Holder, including, without limitation, any general partner, managing partner, manager, member, officer or director of such Investor or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, shares the same management or advisory company with, or is otherwise affiliated with, such Holder; provided, however, that "Affiliate" with respect to (i) those Holders that are advisory clients of Wellington shall include other funds and accounts managed by Wellington, (ii) those Holders that are advisory clients of T. Rowe Price shall include other funds and accounts managed by T. Rowe Price and (iii) those Holders that are advisory clients of Fidelity shall include shall include other funds and accounts managed by Fidelity.

(c) ***"Exchange Act"*** means the Securities Exchange Act of 1934, as amended.

(d) "***Fidelity***" shall mean Fidelity Management & Research Company, FMR LCC and any successor or affiliated investment advisor to the Fidelity Investors.

(e) "***Fidelity Investors***" shall mean the Investors that are advisory clients of Fidelity. For the sake of clarity, as of the date hereof the Fidelity Investors are set forth on Schedule 1 to Exhibit A attached hereto.

(f) ***"Form S-3"*** means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(g) ***"Holder"*** means any person owning of record Registrable Securities that have not been sold to the public or any assignee of record of such Registrable Securities in accordance with Section 2.9 hereof.

(h) ***"Initial Offering"*** means the Company' s first firm commitment underwritten public offering of its Common Stock registered under the Securities Act.

(i) ***"Register," "registered,"*** and ***"registration"*** refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(j) ***"Registrable Securities"*** means (a) Common Stock of the Company issuable or issued upon conversion of the Shares and (b) any Common Stock of the Company

issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities. Notwithstanding the foregoing, Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement or Rule 144 or (ii) sold in a private transaction in which the transferor' s rights under Section 2 of this Agreement are not assigned.

(k) ***"Registrable Securities then outstanding"*** shall be the number of shares of the Company' s Common Stock that are Registrable Securities and either (a) are then issued and outstanding or (b) are issuable pursuant to then exercisable or convertible securities.

(l) ***"Registration Expenses"*** shall mean all expenses incurred by the Company in complying with Sections 2.2, 2.3 and 2.4 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements not to exceed fifty thousand dollars ($50,000) of a single special counsel for the Holders, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(m) ***"SEC"*** or ***"Commission"*** means the Securities and Exchange Commission.

(n) ***"Securities Act"*** shall mean the Securities Act of 1933, as amended.

(o) ***"Selling Expenses"*** shall mean all underwriting discounts and selling commissions applicable to the sale.

(p) ***"Shares"*** shall mean the Company' s Series F Preferred issued pursuant to the Purchase Agreement and shares of the Company' s Series A Preferred, Series B Preferred, Series C Preferred, Series D Preferred and Series E Preferred held from time to time by the Investors listed on **EXHIBIT A** hereto and their permitted assigns.

(q) ***"Special Registration Statement"*** shall mean (i) a registration statement relating to any employee benefit plan or (ii) with respect to any corporate reorganization or transaction under Rule 145 of the Securities Act, any registration statements related to the issuance or resale of securities issued in such a transaction or (iii) a registration related to stock issued upon conversion of debt securities.

(r) "***T. Rowe Price***" shall mean T. Rowe Price Associates, Inc. and any successor or affiliated investment advisor to the T. Rowe Price Investors.

(s) "***T. Rowe Price Investors***" shall mean the Investors that are advisory clients of T. Rowe Price. For the sake of clarity, as of the date hereof the T. Rowe Price Investors are set forth on Schedule 2 to Exhibit A attached hereto.

(t) "***Wellington***" shall mean Wellington Management Company, LLP and any successor or affiliated investment advisor to the Wellington Investors.

(u) "***Wellington Investors***" shall mean the Investors that are advisory clients of Wellington. For the sake of clarity, as of the date hereof the Wellington Investors are set forth on Schedule 3 to Exhibit A attached hereto.

SECTION 2. REGISTRATION; RESTRICTIONS ON TRANSFER.

2.1 Restrictions on Transfer.

(a) Each Holder agrees not to make any disposition of all or any portion of the Shares or Registrable Securities unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) (A) The transferee has agreed in writing to be bound by the terms of this Agreement, (B) such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144, except in unusual circumstances. After its Initial Offering, in connection with any transfer pursuant to Rule 144, (i) the Holder shall not be required to comply with the notice and information requirements set forth in Section 2.1(a)(ii)(B) and (ii) the Company will not require any transferee pursuant to Rule 144 to be bound by the terms of this Agreement if the shares so transferred do not remain Registrable Securities hereunder following such transfer.

(b) Notwithstanding the provisions of subsection (a) above, no such restriction shall apply to a transfer by a Holder that is (A) a partnership transferring to its partners or former partners in accordance with partnership interests, (B) a corporation transferring to a wholly-owned subsidiary or a parent corporation that owns all of the capital stock of the Holder, (C) a limited liability company transferring to its members or former members in accordance with their interest in the limited liability company, (D) an individual transferring to the Holder' s family member or trust for the benefit of an individual Holder, (E) a venture capital fund, mutual find or other institutional investor transferring to an Affiliate (as defined below), (F) transfers pursuant to a merger or reorganization of a U.S. registered mutual fund or (G) transfers to any other entity that is a stockholder of the Company or an Affiliate of a stockholder of the Company; *provided that* in each case the transferee will agree in writing to be subject to the terms of this Agreement to the same extent as if such transferee were an original Holder hereunder.

(c) Each certificate representing Shares or Registrable Securities shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legend required under applicable state securities laws):

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.
>
> THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN INVESTOR RIGHTS AGREEMENT BY AND BETWEEN THE STOCKHOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(d) The Company shall be obligated to reissue promptly unlegended certificates at the request of any Holder thereof if the Company has completed its Initial Offering and the Holder shall have obtained an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of without registration, qualification and legend, *provided that* the second legend listed above shall be removed only at such time as the Holder of such certificate is no longer subject to any restrictions hereunder.

(e) Any legend endorsed on an instrument pursuant to applicable state securities laws and the stop-transfer instructions with respect to such securities shall be removed upon receipt by the Company of an order of the appropriate blue sky authority authorizing such removal.

2.2 Demand Registration.

(a) Subject to the conditions of this Section 2.2, if the Company shall receive a written request from the Holders of at least seventy percent (70%) of the Registrable Securities (the "***Initiating Holders***") that the Company file a registration statement under the Securities Act covering the registration, then the Company shall, within thirty (30) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 2.2, effect, as expeditiously as reasonably possible, the registration under the Securities Act of all Registrable Securities that all Holders request to be registered.

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.2 or any request pursuant to Section 2.4 and the Company shall include such information in the written notice referred to in Section 2.2(a) or Section 2.4(a), as applicable. In such event, the right of any Holder to include its Registrable

Securities in such registration shall be conditioned upon such Holder' s participation in such underwriting and the inclusion of such Holder' s Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Holders of at least seventy percent (70%) of the Registrable Securities held by all Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 2.2 or Section 2.4, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Registrable Securities) then the Company shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities on a *pro rata* basis based on the number of Registrable Securities held by all such Holders (including the Initiating Holders); *provided, however*, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities of the Company are first entirely excluded from the underwriting and registration. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 2.2:

(i) prior to the earlier of (A) the third anniversary of the date of this Agreement or (B) of the expiration of the restrictions on transfer set forth in Section 2.11 following the Initial Offering;

(ii) after the Company has effected two (2) registrations pursuant to this Section 2.2, and such registrations have been declared or ordered effective;

(iii) during the period starting with the date of filing of, and ending on the date one hundred eighty (180) days following the effective date of the registration statement pertaining to the Initial Offering (or such longer period as may be determined pursuant to Section 2.11 hereof); *provided* that the Company makes reasonable good faith efforts to cause such registration statement to become effective;

(iv) if within thirty (30) days of receipt of a written request from Initiating Holders pursuant to Section 2.2(a), the Company gives notice to the Holders of the Company' s intention to file a registration statement for its Initial Offering within ninety (90) days;

(v) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 2.2 a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company (the "***Board***"), it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; *provided* that such right to delay a request shall be exercised by the Company not more than once in any twelve (12) month period;

(vi) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.4 below; or

(vii) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

2.3 Piggyback Registrations. The Company shall notify all Holders of Registrable Securities in writing at least fifteen (15) days prior to the filing of any registration statement under the Securities Act for purposes of a public offering of securities of the Company (including, but not limited to, registration statements relating to primary and/or secondary offerings of securities of the Company, but excluding Special Registration Statements) and will afford each such Holder an opportunity to include in such registration statement all or part of such Registrable Securities held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall, within fifteen (15) days after the above-described notice from the Company, so notify the Company in writing. Such notice shall state the intended method of disposition of the Registrable Securities by such Holder. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting. If the registration statement of which the Company gives notice under this Section 2.3 is for an underwritten offering, the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder to include Registrable Securities in a registration pursuant to this Section 2.3 shall be conditioned upon such Holder' s participation in such underwriting and the inclusion of such Holder' s Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Agreement, if the underwriter determines in good faith that marketing factors require a limitation of the number of shares to be underwritten, the number of shares that may be included in the underwriting shall be allocated, first, to the Company; second, to the Holders on a *pro rata* basis based on the total number of Registrable Securities held by the Holders; and third, to any stockholder of the Company (other than a Holder) on a *pro rata* basis; provided, however, that no such reduction shall reduce the amount of securities of the selling Holders included in the registration below thirty percent (30%) of the total amount of securities included in such registration, unless such offering is the Initial Offering and such registration does not include shares of any other selling stockholders, in which event any or all of the Registrable Securities of the Holders may be excluded in accordance with the immediately preceding clause. In no event will shares of any other selling stockholder be included in such registration that would reduce the number of shares which may be included by Holders without the written consent of Holders of not less than seventy percent (70%) of the Registrable Securities proposed to be sold in the offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written

notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder which is a partnership, limited liability company, venture capital fund or corporation, the partners, retired partners, members, retired members, affiliated venture capital funds and stockholders of such Holder, or the estates and family members of any such partners, retired partners, members and retired members and any trusts for the benefit of any of the foregoing person shall be deemed to be a single "Holder," and any *pro rata* reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence. The Wellington Investors, the T. Rowe Price Investors and the Fidelity Investors shall each be deemed to be a single "Holder," and any pro rata reduction with respect to any such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 whether or not any Holder has elected to include securities in such registration, and shall promptly notify any Holder that has elected to include shares in such registration of such termination or withdrawal. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.5 hereof.

2.4 Form S-3 Registration. In case the Company shall receive from any Holder or Holders of Registrable Securities a written request or requests that the Company effect a registration on Form S-3 (or any successor to Form S-3) or any similar short-form registration statement and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company will:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder' s or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.4:

(i) if Form S-3 is not available for such offering by the Holders, or

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than one million dollars ($1,000,000), or

(iii) if within thirty (30) days of receipt of a written request from any Holder or Holders pursuant to this Section 2.4, the Company gives notice to such Holder or Holders of the Company' s intention to make a public offering within ninety (90) days, other than pursuant to a Special Registration Statement;

(iv) if the Company shall furnish to the Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board, it would be seriously detrimental to the Company and its stockholders for such Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 2.4; *provided*, that such right to delay a request shall be exercised by the Company not more than twice in any twelve (12) month period, or

(v) if the Company has, within the twelve (12) month period preceding the date of such request, already effected two (2) registrations on Form S-3 for the Holders pursuant to this Section 2.4, or

(vi) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Subject to the foregoing, the Company shall file a Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the requests of the Holders. Registrations effected pursuant to this Section 2.4 shall not be counted as demands for registration or registrations effected pursuant to Section 2.2. All Registration Expenses incurred in connection with registrations requested pursuant to this Section 2.4 after the first two (2) registrations shall be paid by the selling Holders *pro rata* in proportion to the number of shares to be sold by each such Holder in any such registration.

2.5 Expenses of Registration. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.2, 2.3 or 2.4 herein shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the holders of the securities so registered *pro rata* on the basis of the number of shares so registered. The Company shall not, however, be required to pay for expenses of any registration proceeding begun pursuant to Section 2.2 or 2.4, the request of which has been subsequently withdrawn by the Initiating Holders unless (a) the withdrawal is based upon material adverse information concerning the Company of which the Initiating Holders were not aware at the time of such request or (b) the Holders of at least seventy percent (70%) of Registrable Securities agree to deem such registration to have been effected as of the date of such withdrawal for purposes of determining whether the Company shall be obligated pursuant to Section 2.2(c)(ii) or 2.4(b)(v), as applicable, to undertake any subsequent registration, in which event such right shall be forfeited by all Holders. If the Holders are required to pay the Registration Expenses, such expenses shall be borne by the holders of securities (including Registrable Securities) requesting such registration in proportion to the number of shares for which registration was requested. If

the Company is required to pay the Registration Expenses of a withdrawn offering pursuant to clause (a) above, then such registration shall not be deemed to have been effected for purposes of determining whether the Company shall be obligated pursuant to Section 2.2(c)(ii) or 2.4(b)(v), as applicable, to undertake any subsequent registration.

2.6 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of at least seventy percent (70%) of the Registrable Securities registered thereunder, keep such registration statement effective for up to ninety (90) days or, if earlier, until the Holder or Holders have completed the distribution related thereto; provided, however, that at any time, upon written notice to the participating Holders and for a period not to exceed sixty (60) days thereafter (the "***Suspension Period***"), the Company may delay the filing or effectiveness of any registration statement or suspend the use or effectiveness of any registration statement (and the Initiating Holders hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during the Suspension Period) if the Company reasonably believes that there is or may be in existence material nonpublic information or events involving the Company, the failure of which to be disclosed in the prospectus included in the registration statement could result in a Violation (as defined below). In the event that the Company shall exercise its right to delay or suspend the filing or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective shall be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive sixty (60) days with the consent of the holders of at least seventy percent (70%) of the Registrable Securities registered under the applicable registration statement, which consent shall not be unreasonably withheld. In no event shall any Suspension Period, when taken together with all prior Suspension Periods, exceed 120 days in the aggregate. If so directed by the Company, all Holders registering shares under such registration statement shall (i) not offer to sell any Registrable Securities pursuant to the registration statement during the period in which the delay or suspension is in effect after receiving notice of such delay or suspension; and (ii) use their best efforts to deliver to the Company (at the Company' s expense) all copies, other than permanent file copies then in such Holders' possession, of the prospectus relating to such Registrable Securities current at the time of receipt of such notice. Notwithstanding the foregoing, the Company shall not be required to file, cause to become effective or maintain the effectiveness of any registration statement other than a registration statement on Form S-3 that contemplates a distribution of securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above.

(c) Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus and any Free Writing Prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them. The term "***Free Writing Prospectus***" means a free-writing prospectus, as defined in Rule 405 under the Securities Act.

(d) Use its reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(f) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus or Free Writing Prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will use reasonable efforts to amend or supplement such prospectus or Free Writing Prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Use its reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriters.

2.7 Delay of Registration; Furnishing Information.

(a) No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.2, 2.3 or 2.4 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities.

(c) The Company shall have no obligation with respect to any registration requested pursuant to Section 2.2 or Section 2.4 if the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company' s obligation to initiate such registration as specified in Section 2.2 or Section 2.4, whichever is applicable.

2.8 Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 2.2, 2.3 or 2.4:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, members, officers, directors and investment advisors of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "***Violation***") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated by reference therein, including any preliminary prospectus, final prospectus or Free Writing Prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; and the Company will reimburse, as incurred, each such Holder, partner, member, officer, director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided however*, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, member, officer, director, underwriter or controlling person of such Holder.

(b) To the extent permitted by law, each Holder, severally and not jointly, will, if Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder' s partners, directors or officers or

any person who controls such Holder, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Holder, or partner, director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any of the following statements: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act (collectively, a "***Holder Violation***"), in each case to the extent (and only to the extent) that such Holder Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, or partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Holder Violation; *provided, however,* that the indemnity agreement contained in this Section 2.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; *provided further*, that in no event shall any indemnity under this Section 2.8 exceed the net proceeds from the offering received by such Holder when combined with any amounts contributed under Section 2.8(d) by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.8 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.8, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however,* that an indemnified party shall have the right to retain its own counsel, with the fees and expenses thereof to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.8 to the extent, and only to the extent, prejudicial to its ability to defend such action, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.8.

(d) If the indemnification provided for in this Section 2.8 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to

the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) or Holder Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided*, *that* in no event shall any contribution by a Holder hereunder, when combined with the amounts paid or payable by such Holder pursuant to Section 2.8(b), exceed the net proceeds from the offering received by such Holder.

(e) The obligations of the Company and Holders under this Section 2.8 shall survive completion of any offering of Registrable Securities in a registration statement and, with respect to liability arising from an offering to which this Section 2.8 would apply that is covered by a registration filed before termination of this Agreement, such termination. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

2.9 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned by a Holder to a transferee or assignee of Registrable Securities (for so long as such shares remain Registrable Securities) that (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired/former member, affiliated fund or stockholder of a Holder that is a corporation, partnership or limited liability company, (b) is a Holder' s family member or trust for the benefit of an individual Holder, or (c) acquires at least five hundred thousand (500,000) shares of Registrable Securities (as adjusted for stock splits and combinations), or (d) is an Affiliate of such Holder; *provided, however,* (i) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and (ii) such transferee shall agree to be subject to all restrictions set forth in this Agreement.

2.10 Limitation on Subsequent Registration Rights. Other than as provided in Section 5.10, after the date of this Agreement, the Company shall not enter into any agreement with any holder or prospective holder of any securities of the Company that would grant such holder rights to demand the registration of shares of the Company' s capital stock, or to include such shares in a registration statement that would reduce the number of shares includable by the Holders.

2.11 "Market Stand-Off" Agreement. Each Holder hereby agrees that such Holder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by such Holder (other than those included in the registration) during the 180-day period following the effective date of the Initial Offering (or

such longer period, not to exceed 34 days after the expiration of the 180-day period, as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2711 or any successor or similar rule or regulation), as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2711 or any successor or similar rule or regulation (the "***Market Stand-off Period***"); provided, that all officers and directors of the Company and holders of at least one percent (1%) of the Company' s voting securities are bound by and have entered into similar agreements; provided, further, that, subject to standard carve-outs, if the Company or its underwriters waive or terminate any of the lock-up obligations (including the restrictions set forth in this Section 2.11) of its officers, directors, Investors or stockholders (a "***Released Person***"), the lock-up obligations of the Holders shall be waived or terminated, as applicable, to the same extent and with respect to the same percentage of securities of each Holder as the percentage of released securities represent with respect to the securities held by the Released Person. The obligations described in this Section 2.11 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. Notwithstanding anything herein to the contrary, the provisions of this Section 2.11 shall not apply to any shares purchased in the Initial Offering or in the secondary market following the Initial Offering.

2.12 Agreement to Furnish Information. Each Holder agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter that are consistent with the Holder' s obligations under Section 2.11 or that are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, each Holder shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company' s securities pursuant to a registration statement filed under the Securities Act. The obligations described in Section 2.11 and this Section 2.12 shall not apply to a Special Registration Statement. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of the Market Stand-Off Period. Prior to the Initial Offering, each Holder agrees that any transferee of any shares of Registrable Securities shall be bound by Sections 2.11 and 2.12. The underwriters of the Company' s stock are intended third party beneficiaries of Sections 2.11 and 2.12 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

2.13 Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its best efforts to:

(a) Make and keep public information available, as those terms are understood and defined in SEC Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by the Company for an offering of its securities to the general public;

(b) File with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and

(c) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 of the Securities Act, and of the Exchange Act (at any time after it has become subject to such reporting requirements); a copy of the most recent annual or quarterly report of the Company filed with the Commission; and such other reports and documents as a Holder may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

2.14 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Section 2.2, Section 2.3, or Section 2.4 hereof shall terminate upon the earlier of: (i) the date three (3) years following an initial public offering that results in the conversion of all outstanding shares of Preferred Stock; or (ii) such time as (x) such Holder holds less than one percent (1%) of the Company' s outstanding Common Stock (treating all shares of Preferred Stock on an as converted basis), (y) the Company has completed its Initial Offering and (z) all Registrable Securities of the Company held by such Holder (and its Affiliates) may be sold pursuant to Rule 144 without any volume limitation during any ninety (90) day period and, solely with respect to Holders who are not an "affiliate" pursuant to Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1). Upon such termination, such shares shall cease to be "Registrable Securities" hereunder for all purposes.

SECTION 3. COVENANTS OF THE COMPANY.

3.1 Basic Financial Information and Reporting.

(a) The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

(b) To the extent requested by an Investor, as soon as practicable after the end of each fiscal year of the Company, and in any event within one hundred twenty (120) days thereafter or such other time period as may be approved by the Board including the Preferred Directors (as defined in the Company' s Amended and Restated Certificate of Incorporation in effect as of the date hereof), the Company will furnish such Investor a current capitalization table of the Company, an audited balance sheet of the Company, as at the end of such fiscal year, and an audited statement of income and statement of cash flows of the Company, for such year, all prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail. Such financial statements shall be accompanied by a report and opinion thereon by independent public accountants selected by the Board.

(c) To the extent requested by an Investor, the Company will furnish such Investor, as soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, and in any event within forty-five (45) days thereafter, a current capitalization table of the Company, a balance sheet of the Company as of the end of each such quarterly period, and a statement of income and a statement of cash flows of the Company for such period and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

(d) So long as an Investor (together with its Affiliates) shall own not less than one million five hundred thousand (1,500,000) shares of Registrable Securities (as adjusted for stock splits and combinations) (a "***Major Investor***"), the Company will furnish each such Major Investor: (i) at least thirty (30) days prior to the beginning of each fiscal year an annual budget and operating plans for such fiscal year (and as soon as available, any subsequent written revisions thereto); and (ii) as soon as practicable after the end of each month, and in any event within thirty (30) days thereafter, a balance sheet of the Company as of the end of each such month, and a statement of income and a statement of cash flows of the Company for such month and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted thereon), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

(e) Notwithstanding the foregoing, each Advised Holder and each of the Investors set forth on Schedule 4 to Exhibit A shall be considered a "Major Investor" for all purposes of this Agreement, for so long as such Investor holds any Registrable Securities.

3.2 Inspection Rights. Each Major Investor shall have the right to visit and inspect any of the properties of the Company or any of its subsidiaries, and to discuss the affairs, finances and accounts of the Company or any of its subsidiaries with its officers, and to review such information as is reasonably requested all at such reasonable times and as often as may be reasonably requested; *provided, however,* that the Company shall not be obligated under this Section 3.2 with respect to a competitor of the Company or with respect to information which the Board determines in good faith is confidential or attorney-client privileged and should not, therefore, be disclosed.

3.3 Confidentiality of Records. Each Holder agrees to use the same degree of care as such Holder uses to protect its own confidential information to keep confidential any information furnished to such Holder hereof that the Company identifies as being confidential or proprietary (so long as such information is not in the public domain), except that such Holder may disclose such proprietary or confidential information (i) to any former or current or partner, subsidiary or parent of such Holder (each a "***Permitted Disclosee***") or legal counsel or accountants for such Holder or Permitted Disclosee, as long as such Permitted Disclosee is advised of and agrees or has agreed to be bound by the confidentiality provisions of this Section 3.3 or comparable restrictions; (ii) at such time as it enters the public domain through no fault of such Holder; (iii) that is communicated to it free of any obligation of confidentiality; (iv) that is developed by Holder or its agents independently of and without reference to any confidential information communicated by the Company; or (v) as required by applicable law.

Notwithstanding the foregoing, a Holder that is an investment fund or mutual fund may disclose the existence and nature of its relationship with the Company to its Affiliates, members or partners, or to provide its Affiliates, members, limited partners or partners with periodic reports and such other financial information about the Company prepared by such Holder in the ordinary course of its business. Furthermore, nothing contained herein shall prevent any Holder or Permitted Disclosee from entering into any business, entering into any agreement with a third party, or investing in or engaging in investment discussions with any other company (whether or not competitive with the Company), provided that such Holder or Permitted Disclosee does not, except as permitted in accordance with this Section 3.3, disclose any proprietary or confidential information of the Company in connection with such activities. For the sake of clarity, nothing contained in this Section 3.3 shall in any way restrict or impair the obligations of Wellington, T. Rowe Price and Fidelity to report the investment of its advisory clients (as Investors) in the Company in accordance with applicable laws and regulations, without any requirement of prior notice to the Company.

3.4 Reservation of Common Stock. The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of the Preferred Stock, all Common Stock issuable from time to time upon such conversion.

3.5 Observer Rights. The Company shall allow (i) one representative designated by Index Ventures VI (Jersey), L.P. ("***Index Ventures***"), (ii) one representative designated by T. Rowe Price, (iii) one representative designated by Fidelity , (iv) one representative designated by Tiger Global Private Investment Partners VII, L.P. and (v) one representative designated by Wellington on behalf of the Wellington Investors, to attend all meetings of the Company' s Board of Directors in a nonvoting capacity, and in connection therewith, the Company shall give, at the same time as provided to the Board, such representative copies of all notices, minutes, consents and other materials, financial or otherwise, which the Company provides to its Board of Directors; provided, however, that the Company reserves the right to exclude such representatives from access to any material or meeting or portion thereof if the Company believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential information or for other similar reasons. The decision of the Board with respect to the privileged (upon advice of counsel made in accordance with the foregoing) or confidential nature of such information shall be final and binding. The Company shall reimburse such representative for travel and other reasonable out-of-pocket expenses in accordance with the Company' s travel policy.

3.6 Proprietary Information and Inventions Agreement. The Company shall require all employees and consultants to execute and deliver a Proprietary Information and Inventions Agreement substantially in a form approved by the Company' s counsel or the Board.

3.7 Assignment of Right of First Refusal. In the event the Company elects not to exercise any right of first refusal or right of first offer the Company may have on a proposed transfer of any of the Company' s outstanding capital stock pursuant to the Company' s charter documents, by contract or otherwise, the Company shall, to the extent it may do so, assign such right of first refusal or right of first offer to each Major Investor. In the event of such assignment, each Major Investor shall have a right to purchase its *pro rata* portion of the capital stock proposed to be transferred. Each Major Investor' s pro rata portion shall be equal to the

product obtained by multiplying (i) the aggregate number of shares proposed to be transferred by (ii) a fraction, the numerator of which is the number of shares of Registrable Securities held by such Major Investor at the time of the proposed transfer and the denominator of which is the total number of Registrable Securities owned by all Major Investors at the time of such proposed transfer. In the event of any conflict between this Section 3.7 and that certain Amended and Restated Right of First Refusal and Co-Sale Agreement of even date herewith by and among the Company and the other parties thereto (the "***Co-Sale Agreement***), the Co-Sale Agreement shall control.

3.8 Stock Vesting. Unless otherwise approved by the Board, all stock options and other stock equivalents issued after the date of this Agreement to employees, directors, consultants and other service providers shall be subject to vesting as follows: (a) twenty-five percent (25%) of such stock shall vest at the end of the first year following the earlier of the date of issuance or such person' s services commencement date with the Company, and (b) seventy-five percent (75%) of such stock shall vest over the remaining three (3) years.

3.9 Additional Information. The Company shall promptly respond or cause its transfer agent to respond to all information requests made by any Advised Holder relating to (i) accounting or securities law matters required in connection with the audit of such Advised Holder and (ii) the actual holdings of a such Advised Holder, including in relation to the total outstanding shares; *provided, however*, that the Company reserves the right to exclude any information or material if the Company believes that such exclusion is reasonably necessary to avoid a potential violation of applicable law or conflict with the Company' s insider trading policy to protect highly confidential information or for other similar reasons. The decision of the Board with respect to the privileged (upon advice of counsel made in accordance with the foregoing), legal or insider trading policy violation, or confidential nature of such information shall be final and binding. Notwithstanding the foregoing, the covenant set forth in this Section 3.9 shall expire and terminate as to each Advised Holder when such Advised Holder no longer holds any securities of the Company that are "restricted securities" under the Securities Act.

3.10 Publicity. The Company shall not use the name or trademarks of Wellington, T. Rowe Price, Fidelity, Tiger Global Private Investment Partners VII, L.P. or their respective Affiliates or Investors in any press release, marketing communication or otherwise, without the prior written consent of Wellington, T. Rowe Price, Fidelity, Tiger Global Private Investment Partners VII, L.P. or their respective Affiliates or Investors, as applicable.

3.11 The Company shall use commercially reasonable efforts to ensure that the Registrable Securities held by any Investor set forth on Schedule 1 remain certificated until the expiration of the Market Stand-off Period.

3.12 Termination of Covenants. All covenants of the Company contained in Section 3 of this Agreement (other than the provisions of Sections 3.3, 3.9, 3.10 and 3.11) shall expire and terminate as to each Investor upon the earlier of (i) the effective date of the registration statement pertaining to an Initial Offering or (ii) upon an "Acquisition" as defined in the Company' s Certificate of Incorporation as in effect as of the date hereof; *provided, however*, that Section 3.1 shall not terminate upon an Acquisition if the consideration paid to the Investors in such Acquisition includes securities in an entity that is not subject to the reporting requirements of Section 13(a) or Section 15(d) of the Exchange Act.

SECTION 4. RIGHTS OF FIRST REFUSAL.

4.1 Subsequent Offerings. Subject to applicable securities laws, each Major Investor shall have a right of first refusal to purchase up to its *pro rata* share of all Equity Securities, as defined below, that the Company may, from time to time, propose to sell and issue after the date of this Agreement, other than the Equity Securities excluded by Section 4.7 hereof. Each Investor' s *pro rata* share is equal to the ratio of (a) the number of shares of the Company' s Common Stock (including all shares of Common Stock issuable or issued upon conversion of the Shares or upon the exercise of outstanding warrants or options) of which such Investor is deemed to be a holder immediately prior to the issuance of such Equity Securities to (b) the total number of shares of the Company' s outstanding Common Stock (including all shares of Common Stock issued or issuable upon conversion of the Shares or upon the exercise of any outstanding warrants or options) immediately prior to the issuance of the Equity Securities. The term "***Equity Securities***" shall mean (i) any Common Stock, Preferred Stock or other security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right.

4.2 Exercise of Rights. If the Company proposes to issue any Equity Securities, it shall give each Major Investor written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Company proposes to issue the same. Each Major Investor shall have fifteen (15) days from the giving of such notice to agree to purchase up to its *pro rata* share of the Equity Securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Major Investor who would cause the Company to be in violation of applicable federal securities laws by virtue of such offer or sale.

4.3 Issuance of Equity Securities to Other Persons. If not all of the Major Investors elect to purchase their *pro rata* share of the Equity Securities, then the Company shall promptly notify in writing the Major Investors who do so elect and shall offer such Major Investors the right to acquire such unsubscribed shares on a *pro rata* basis. The Major Investors shall have five (5) days after receipt of such notice to notify the Company of its election to purchase all or a portion thereof of the unsubscribed shares. The Company shall have ninety (90) days thereafter to sell the Equity Securities in respect of which the Major Investor' s rights were not exercised, at a price not lower and upon general terms and conditions not materially more favorable to the purchasers thereof than specified in the Company' s notice to the Major Investors pursuant to Section 4.2 hereof. If the Company has not sold such Equity Securities within ninety (90) days of the notice provided pursuant to Section 4.2, the Company shall not thereafter issue or sell any Equity Securities, without first offering such securities to the Major Investors in the manner provided above.

4.4 Sale Without Notice. In lieu of giving notice to the Major Investors prior to the issuance of Equity Securities as provided in Section 4.2, the Company may elect to give notice to the Major Investors within thirty (30) days after the issuance of Equity Securities. Such notice shall describe the type, price and terms of the Equity Securities. Each Major Investor shall have twenty (20) days from the date of receipt of such notice to elect to purchase up to the number of shares that would, if purchased by such Major Investor, maintain such Major Investor' s *pro rata* share (as set forth in Section 4.1) of the Company' s equity securities after giving effect to all such purchases. The closing of such sale shall occur within sixty (60) days of the date of notice to the Major Investors.

4.5 Termination and Waiver of Rights of First Refusal. The rights of first refusal established by this Section 4 shall not apply to, and shall terminate upon the earlier of (i) the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $30,000,000 and the Company' s shares have been listed for trading on the New York Stock Exchange, NASDAQ Global Select Market or NASDAQ Global Market or (ii) an Acquisition. Notwithstanding Section 5.5 hereof, the rights of first refusal established by this Section 4 may be amended, or any provision waived with and only with the written consent of the Company and the Major Investors holding at least seventy percent (70%) of the Registrable Securities held by all Major Investors; provided, that, in the event that the rights of first refusal of a Major Investor established by this Section 4 are waived with respect to a particular issuance of Equity Securities without such Major Investor' s prior written consent (a "***Waived Investor***") and any other Major Investor actually purchases securities in such issuance, then the Company shall grant each Waived Investor the right to purchase the same percentage of its full pro rata share as the highest percentage of any purchasing Major Investor in a subsequent closing of such issuance on substantially the same terms and conditions.

4.6 Assignment of Rights of First Refusal and Information Rights. The rights of first refusal and information rights of each Major Investor under this Section 4 may be assigned to the same parties, subject to the same restrictions as any transfer of registration rights pursuant to Section 2.9.

4.7 Excluded Securities. The rights of first refusal established by this Section 4 shall have no application to any of the following Equity Securities:

(a) Common Stock and/or options, warrants or other Common Stock purchase rights and the Common Stock issued pursuant to such options, warrants or other rights (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like after the date hereof) issued or to be issued after the date hereof to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board;

(b) stock issued or issuable pursuant to any rights or agreements, options, warrants or convertible securities outstanding as of the date of this Agreement; and stock issued pursuant to any such rights or agreements granted after the date of this Agreement, so long as the

rights of first refusal established by this Section 4 were complied with, waived, or were inapplicable pursuant to any provision of this Section 4.7 with respect to the initial sale or grant by the Company of such rights or agreements;

(c) any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board including at least one of the Preferred Directors;

(d) any Equity Securities issued in connection with any stock split, stock dividend or recapitalization by the Company;

(e) any Equity Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board including at least one of the Preferred Directors;

(f) any Equity Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act;

(g) any Equity Securities issued in connection with strategic transactions involving the Company and other entities, including, without limitation (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; *provided* that the issuance of shares therein has been approved by the Board including at least one of the Preferred Directors; or

(h) any Equity Securities issued by the Company pursuant to the terms of Section 2.2 or Section 2.3 of the Purchase Agreement, including, without limitation, pursuant to the Representations Letter (as defined in the Purchase Agreement).

SECTION 5. MISCELLANEOUS.

5.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California in all respects as such laws are applied to agreements among California residents entered into and to be performed entirely within California, without reference to conflicts of laws or principles thereof. The parties agree that any action brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in the County of Santa Clara, California. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO DISPUTES ARISING UNDER THIS AGREEMENT AND THE RELATED AGREEMENTS AND CONSENT TO A BENCH TRIAL WITH THE APPROPRIATE JUDGE ACTING AS THE FINDER OF FACT.

5.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of Registrable Securities from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice

of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price.

5.3 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Purchase Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

5.4 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.5 Amendment and Waiver.

(a) Except as otherwise expressly provided, this Agreement (other than Sections 3.1(d), 3.2, 3.7, 4 and 5.5) may be amended or modified, and the obligations of the Company and the rights of the Holders under this Agreement may be waived, only upon the written consent of the Company and the holders of at least seventy percent (70%) of the then-outstanding Registrable Securities. Sections 3.1(d), 3.2, 3.7, 4 and 5.5 may be amended or modified, and the obligations of the Company and the rights of the Holders under such sections may be waived, only upon the written consent of the Company and the holders of at least seventy percent (70%) of the then-outstanding Registrable Securities held by Major Investors. Notwithstanding anything to the contrary in this Agreement, Sections 3.1(e), 3.5, 3.9, 3.10 and 3.11 shall not be amended, modified, waived or terminated without the prior written consent of Wellington, the Wellington Investors, Index Ventures, T. Rowe Price, the T. Rowe Price Investors, Fidelity, the Fidelity Investors or Tiger Global Private Investment Partners VII, L.P., to the extent such amendment, modification, waiver or termination affects such Investor. Notwithstanding the foregoing, any amendment to this Agreement which on its face expressly treats one Investor differently from all other Investors would require the consent of the Investor being treated differently. For the avoidance of doubt, an amendment that might impact one Investor differently than all others but does not on its face expressly provide for different treatment shall not require the consent of such Investor.

(b) For the purposes of determining the number of Holders or Investors entitled to vote or exercise any rights hereunder, the Company shall be entitled to rely solely on the list of record holders of its stock as maintained by or on behalf of the Company.

5.6 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power, or remedy, nor shall it be

construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any party' s part of any breach, default or noncompliance under the Agreement or any waiver on such party' s part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

5.7 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt or (e) in the case of international deliveries, three (3) business days after deposit with an international courier, specifying expedited delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth on the signature pages hereof or **EXHIBIT A** hereto or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto.

5.8 Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

5.9 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.10 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Preferred Stock pursuant to the Purchase Agreement, any purchaser of such shares of Preferred Stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor," a "Holder" and a party hereunder. Notwithstanding anything to the contrary contained herein, if the Company shall issue Equity Securities in accordance with Section 4.7 (c), (e) or (h) of this Agreement, any purchaser of such Equity Securities may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor," a "Holder" and a party hereunder.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

5.12 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

5.13 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

5.14 Termination. This Agreement shall terminate and be of no further force or effect upon the earlier of (i) an Acquisition or (ii) the date three (3) years following the Closing of the Initial Offering; provided, that, (A) Section 2 of this Agreement shall remain in effect following an Acquisition if the consideration paid to the Investors in such an acquisition includes "restricted securities" (as defined in Rule 144), until such time that such securities may be sold pursuant to Rule 144 without any volume limitation during any 90 day period and, solely with respect to Holders who are not an "affiliate" pursuant to Rule 144, without the requirement for the issuer to be in compliance with the current public information required under Rule 144(c)(1) and (B) Section 3.1 of this Agreement shall not terminate upon an Acquisition if the consideration paid to the Investors in such Acquisition includes securities in an entity that is not subject to the reporting requirements of Section 13(a) or Section 15(d) of the Exchange Act.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

COMPANY:

PURE STORAGE, INC.

By: /s/ Scott Dietzen
Scott Dietzen, Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

GLYNN EMERGING OPPORTUNITY FUND II-A, L.P.

By: Glynn Management Evergreen LLC
Its: General Partner

By: /s/ David Glynn
Managing Director

Address: **[Intentionally omitted.]**

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

GLYNN EMERGING OPPORTUNITY FUND II, L.P.

By: Glynn Management Evergreen LLC
Its: General Partner

By: /s/ David Glynn
Managing Director

Address: **[Intentionally omitted.]**

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

GLYNN EMERGING OPPORTUNITY FUND, L.P.

By: Glynn Capital Management LLC
Its: General Partner

By: /s/ David Glynn
Managing Director

Address: **[Intentionally omitted.]**

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

GLYNN PARTNERS III, L.P.

By: Glynn Management III, LLC
Its: General Partner

By: /s/ David Glynn
Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

AME CLOUD VENTURES, LLC

By: /s/ Greg Hardester
Greg Hardester, Manager

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

H. BARTON CO-INVEST FUND, LLC

By: /s/ Harris Barton
By: H. Barton Asset Management, LLC
Name: Its: Managing Member
Name: Harris Barton
Title: Managing Member

H. BARTON CO-INVEST FUND II, LLC.

By: /s/ Harris Barton
By: H. Barton Asset Management, LLC
Name: Its: Managing Member
Name: Harris Barton
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of June 26, 2014.

INVESTORS:

LESLIE ENTERPRISES LP

By: /s/ Mark Leslie

Name: Mark Leslie

Title: General Partner

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTORS:

INSTITUTIONAL VENTURE PARTNERS XIV, L.P.

By: Institutional Venture Management XIV LLC
Its: General Partner

By: /s/ Steve Harrick
Managing Director

Address: **[Intentionally omitted.]**

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of July 21, 2014.

INVESTORS:

GC&H Investments, LLC

By: /s/ Jim Kindler

Name: Jim Kindler

Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of July 11, 2014.

INVESTORS:

SR Pure Storage Holdings LLC

By: /s/ Sumih Kaji

Name: Sumih Kaji

Title: Manager

EXHIBIT A

SCHEDULE OF INVESTORS

REDPOINT VENTURES IV, L.P.
[Intentionally omitted.]

REDPOINT ASSOCIATES IV, LLC
[Intentionally omitted.]

GREYLOCK XIII LIMITED PARTNERSHIP
[Intentionally omitted.]

GREYLOCK XIII-A LIMITED PARTNERSHIP
[Intentionally omitted.]

GREYLOCK XIII PRINCIPALS LLC
[Intentionally omitted.]

CRAIG RANDALL JOHNSON & NICHOLA JO JOHNSON TRUSTEES OR SUCCESSOR TRUSTEE, UNDER THE JOHNSON REVOCABLE TRUST, U/A/D 7/2/97
[Intentionally omitted.]

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

SUTTER HILL VENTURES, A CALIFORNIA LIMITED PARTNERSHIP
[Intentionally omitted.]

DAVID L. ANDERSON, TRUSTEE OF THE ANDERSON LIVING TRUST U/A/D 1/22/98
[Intentionally omitted.]

ANVEST, L.P.
[Intentionally omitted.]

THE ELI BOVET ROBERTS 2009 IRREVOCABLE TRUST
THE ELI BOVET ROBERTS 2010 IRREVOCABLE TRUST
THE LUKE BOVET ROBERTS 2006 IRREVOCABLE TRUST
THE LUKE BOVET ROBERTS 2010 IRREVOCABLE TRUST
[Intentionally omitted.]

G. LEONARD BAKER, JR. AND MARY ANNE BAKER, CO-TRUSTEES OF THE BAKER REVOCABLE TRUST U/A/D 2/3/03
[Intentionally omitted.]

SAUNDERS HOLDINGS, L.P.
[Intentionally omitted.]

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

WILLIAM H. YOUNGER, JR., TRUSTEE OF THE WILLIAM H. YOUNGER, JR. REVOCABLE TRUST U/A/D 8/5/09
[Intentionally omitted.]

YOVEST, L.P.
[Intentionally omitted.]

ROOSTER PARTNERS, LP
[Intentionally omitted.]

GREGORY P. SANDS AND SARAH J.D. SANDS AS TRUSTEES OF GREGORY P. AND SARAH J.D. SANDS TRUST AGREEMENT DATED 2/24/99
[Intentionally omitted.]

JAMES N. WHITE AND PATRICIA A. O' BRIEN AS TRUSTEES OF THE WHITE FAMILY TRUST U/A/D 4/3/97
[Intentionally omitted.]

JEFFREY W. BIRD AND CHRISTINA R. BIRD AS TRUSTEES OF JEFFREY W. AND CHRISTINA R. BIRD TRUST AGREEMENT DATED 10/31/00
[Intentionally omitted.]

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

MICHAEL L. SPEISER AND MARY ELIZABETH SPEISER, CO-TRUSTEES OF SPEISER TRUST AGREEMENT DATED 7/19/06

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO ROBERT YIN

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO TENCH COXE

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO ANDREW T. SHEEHAN

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO DAVID E. SWEET (ROLLOVER)

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO DIANE J. NAAR

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO YU-YING CHEN

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO PATRICIA TOM (POST)

WELLS FARGO BANK, N.A. FBO GREGORY P. SANDS ROTH IRA

WELLS FARGO BANK, N.A. FBO JAMES N. WHITE ROTH IRA

WELLS FARGO BANK, N.A. FBO DAVID E. SWEET ROTH IRA

WELLS FARGO BANK, N.A. FBO PATRICIA TOM IRA

LESLIE FAMILY TRUST U/A 2/7/96

LESLIE ENTERPRISES LP

THE RENI AND SHANTANU NARAYEN FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

THE BRYAN LAMKIN AND ARIANNA CARUGHI TRUST

RONALD D. BERNAL AND PAMELA M. BERNAL, OR THEIR SUCCESSORS, TRUSTEES OF THE BERNAL FAMILY TRUST UAD 11/3/95, AS AMENDED

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (LSVF)

ARMSTRONG LIVING TRUST, DATED 2/22/02, ALAN ARMSTRONG TTEE AND KATHY ARMSTRONG TTEE

THE SALLABERRY FAMILY TRUST

JOHN F. BRIGDEN AND KATHRYN C. BRIGDEN REVOCABLE LIVING TRUST

SLOOTMAN LIVING TRUST, DATED SEPTEMBER 8, 1999

KENNETH AND JENNIFER DUDA FAMILY TRUST

JUDITH A. FEELEY 1998 TRUST

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

FRED VAN DEN BOSCH TRUST DD. 12/01/2004

KRIS HAGERMAN

LRFA, LLC

SAMUEL J. PULLARA III

SAMUEL J. PULLARA III AND LUCIA CHOI PULLARA, CO-TRUSTEES OF THE PULLARA REVOCABLE TRUST U/A/D 8/21/13

HENG FAMILY TRUST, DATED AUGUST 22, 1994, TRUSTEES: PAUL W. HENG AND SACHA S. HENG

THE COLEMAN FAMILY TRUST, TRUSTEES WILLIAM T. COLEMAN III AND CLAUDIA L. COLEMAN

POONEN FAMILY 2006 TRUST

CRAIG K. HARMER

DANIEL E. LENOSKI AND KAREN R. LENOSKI, CO-TRUSTEES OF THE LENOSKI LIVING TRUST U/T/A DATED JAN. 8, 2001

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

GC&H INVESTMENTS LLC

JOHN D. BEATTY

JOSHUA SCHACHTER

GREENEROSE LP-FUND 1

GREENEROSE LP-FUND 4

LEONARD R. SPEISER & JESSICA SM SPEISER AB LIVING TRUST

HANS WILLIAM GARLINGHOUSE

JOHN G. GARLINGHOUSE

KATHRYN F. GARLINGHOUSE

THE JOHN GARVER GARLINGHOUSE 2012 IRREVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 21, 2012

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

THE HANS WILLIAM GARLINGHOUSE 2012 IRREVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 21, 2012

THE KATHRYN FLORA GARLINGHOUSE 2012 IRREVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 21, 2012

JEREMY DAVIS

EMBARCADERO VENTURES, LLC

DAVID E. SWEET, CUSTODIAN FBO BRIAN T. WHITE UNDER CUTMA UNTIL AGE 21

DAVID E. SWEET, CUSTODIAN FBO BRIGID S. WHITE UNDER CUTMA UNTIL AGE 21

DAVID E. SWEET, CUSTODIAN FBO WILLIAM O. WHITE UNDER CUTMA UNTIL AGE 21

JAMES C. GAITHER, TRUSTEE OF THE GAITHER REVOCABLE TRUST U/A/D 9/28/2000

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

TALLACK PARTNERS, L.P.

ANDREW T. SHEEHAN AND NICOLE J. SHEEHAN AS TRUSTEES OF SHEEHAN 2003 TRUST

DAVID E. SWEET AND ROBIN T. SWEET AS TRUSTEES OF THE DAVID AND ROBIN SWEET LIVING TRUST DATED 7/6/04

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO G. LEONARD BAKER, JR. ROTH IRA

WELLS FARGO BANK, N.A. FBO JEFFREY BIRD ROTH IRA

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO ANDREW T. SHEEHAN (ROLLOVER)

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO MICHAEL L. SPEISER

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

WELLS FARGO BANK, N.A. FBO YU-YING CHEN ROTH IRA

H. BARTON CO-INVEST FUND, LLC

SC-NGU LLC

THE SYDNEY LILLIAN ANDERSON 2010 IRREVOCABLE TRUST

TENCH COXE AND SIMONE OTUS COXE, CO-TRUSTEES OF THE COXE REVOCABLE TRUST U/A/D 4/23/98

PATRICK ANDREW CHEN AND YU-YING CHIU CHEN AS TRUSTEES OF PATRICK AND YING CHEN 2001 LIVING TRUST DATED 3/17/01

PATRICIA TOM

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

STIFEL NICOLAUS CUSTODIAN FOR SIMONE OTUS COXE ROTH IRA

GREGORY P. SANDS, TRUSTEE OF GREGORY P. SANDS CHARITABLE REMAINDER UNITRUST

JAMES N. WHITE, TRUSTEE OF SIERRA TRUST U/A/D 12/16/1997

STEFAN A. DYCKERHOFF AND WENDY G. DYCKERHOFF-JANSSEN, OR THEIR SUCCESSOR(S) AS TRUSTEES UNDER THE DYCKERHOFF 2001 REVOCABLE TRUST AGREEMENT DATED AUGUST 30, 2001

ACRUX PARTNERS, LP

NESTEGG HOLDINGS, LP

WELLS FARGO BANK, N.A. FBO G. LEONARD BAKER, JR. ROTH IRA

WELLS FARGO BANK, N.A. FBO TENCH COXE ROTH IRA

WELLS FARGO BANK, N.A. FBO DAVID E. SWEET ROTH IRA

WELLS FARGO BANK, N.A. AS TRUSTEE OF THE PATRICIA TOM ROTH IRA

WELLS FARGO BANK, N.A. FBO DIANE J. NAAR ROTH IRA

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO GREGORY P. SANDS

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO JEFFREY W. BIRD

WELLS FARGO BANK, N.A. AS TRUSTEE OF THE DAVID E. SWEET ROTH IRA

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

WELLS FARGO BANK, N.A. AS TRUSTEE OF THE PATRICIA TOM ROTH IRA

WELLS FARGO BANK, N.A. AS CUSTODIAN FOR DAVID E. SWEET IRA

WELLS FARGO BANK, N.A. FBO MICHAEL L. SPEISER ROTH IRA

SVIC NO. 14 NEW TECHNOLOGY BUSINESS INVESTMENT L.L.P.

STARFISH HOLDINGS, LP

MICHAEL I. NAAR AND DIANE J. NAAR AS TRUSTEES OF NAAR FAMILY TRUST U/A/D 12/22/94

ROSETIME PARTNERS, L.P.

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

THE ANDERSON 2011 IRREVOCABLE GRANDCHILDREN' S TRUST

THE BIRD 2011 IRREVOCABLE CHILDREN' S TRUST

THE LINDSAY GWENDOLYN ANDERSON 2013 IRREVOCABLE TRUST

THE WHITE 2011 IRREVOCABLE CHILDREN' S TRUST

BENJAMIN MA

WELLS FARGO BANK, N.A. FBO DAVID L. ANDERSON ROTH IRA

WELLS FARGO BANK, N.A. FBO SHV PROFIT SHARING PLAN FBO DAVID E. SWEET (ROLLOVER)

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

WELLS FARGO BANK, N.A. FBO BARBARA NISS ROTH IRA

INDEX VENTURES VI (JERSEY), L.P.

INDEX VENTURES VI PARALLEL ENTREPRENEUR FUND (JERSEY), L.P

YUCCA (JERSEY) SLP

IN-Q-TEL, INC.

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

KKR GROUP INVESTMENTS II, LLC

AME CLOUD VENTURES, LLC

INDEX VENTURES GROWTH II (JERSEY), L.P.

INDEX VENTURES GROWTH II PARALLEL ENTREPRENEUR FUND (JERSEY), L.P.

INSTITUTIONAL VENTURE PARTNERS XIV, L.P.

GLYNN PARTNERS III, L.P.

FRANK L. WALTERS

THE LEHMAN FAMILY TRUST

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

SCHEDULE 1

FIDELITY CONTRAFUND: FIDELITY CONTRAFUND
[Intentionally omitted.]

FIDELITY CONTRAFUND: FIDELITY SERIES OPPORTUNISTIC INSIGHTS FUND
[Intentionally omitted.]

FIDELITY CONTRAFUND: FIDELITY ADVISOR SERIES OPPORTUNISTIC INSIGHTS FUND
[Intentionally omitted.]

FIDELITY SECURITIES FUND: FIDELITY OTC PORTFOLIO
[Intentionally omitted.]

FIDELITY MAGELLAN FUND: FIDELITY MAGELLAN FUND
[Intentionally omitted.]

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

FIDELITY MT. VERNON STREET TRUST: FIDELITY GROWTH COMPANY FUND
[Intentionally omitted.]

FIDELITY MT. VERNON STREET TRUST: FIDELITY SERIES GROWTH COMPANY FUND
[Intentionally omitted.]

FIDELITY GROUP TRUST FOR EMPLOYEE BENEFIT PLANS: FIDELITY GROWTH COMPANY COMMINGLED POOL
[Intentionally omitted.]

GLYNN EMERGING OPPORTUNITY FUND, L.P.
[Intentionally omitted.]

GLYNN EMERGING OPPORTUNITY FUND II, L.P.
[Intentionally omitted.]

GLYNN EMERGING OPPORTUNITY FUND II-A, L.P.
[Intentionally omitted.]

H. BARTON CO-INVEST FUND II, LLC
[Intentionally omitted.]

EXHIBIT A
SCHEDULE OF INVESTORS (CONTINUED)

SR PURE STORAGE HOLDING LLC
[Intentionally omitted.]

SCHEDULE 2

T. ROWE PRICE NEW HORIZONS FUND, INC.
[Intentionally omitted.]

T. ROWE PRICE NEW HORIZONS TRUST
[Intentionally omitted.]

T. ROWE PRICE U.S. EQUITIES TRUST
[Intentionally omitted.]

SCHEDULE 3

ALPHA OPPORTUNITIES FUND
[Intentionally omitted.]

ALPHA OPPORTUNITIES TRUST
[Intentionally omitted.]

ANCHOR SERIES CAPITAL APPRECIATION PORTFOLIO
[Intentionally omitted.]

ARKANSAS TEACHER RETIREMENT SYSTEM
[Intentionally omitted.]

BAY POND INVESTORS (BERMUDA) L.P.
[Intentionally omitted.]

BAY POND PARTNERS, L.P.
[Intentionally omitted.]

CHEVRON MASTER PENSION TRUST
[Intentionally omitted.]

DEFERRED COMPENSATION PLAN FOR EMPLOYEES OF THE CITY OF NEW YORK AND RELATED AGENCIES AND INSTRUMENTALITIES
[Intentionally omitted.]

GLOBAL MULTI-STRATEGY FUND
[Intentionally omitted.]

GREATLINK GLOBAL TECHNOLOGY FUND
[Intentionally omitted.]

HARTFORD CAPITAL APPRECIATION HLS FUND
[Intentionally omitted.]

HARTFORD GLOBAL CAPITAL APPRECIATION FUND
[Intentionally omitted.]

HARTFORD GLOBAL RESEARCH HLS FUND
[Intentionally omitted.]

HARTFORD GROWTH OPPORTUNITIES HLS FUND
[Intentionally omitted.]

HARTFORD SMALL COMPANY HLS FUND
[Intentionally omitted.]

HAZELBROOK INVESTORS (BERMUDA) L.P.
[Intentionally omitted.]

HAZELBROOK PARTNERS, L.P.
[Intentionally omitted.]

INCARNATE WORD CHARITABLE TRUST
[Intentionally omitted.]

ITHAN CREEK MASTER INVESTORS (CAYMAN) L.P.
[Intentionally omitted.]

J. CAIRD INVESTORS (BERMUDA) L.P.
[Intentionally omitted.]

J. CAIRD PARTNERS, L.P.
[Intentionally omitted.]

JOHN HANCOCK FUNDS II SMALL CAP GROWTH FUND
[Intentionally omitted.]

JOHN HANCOCK PENSION PLAN
[Intentionally omitted.]

JOHN HANCOCK VARIABLE INSURANCE TRUST SMALL CAP GROWTH TRUST
[Intentionally omitted.]

MID CAP GROWTH PORTFOLIO
[Intentionally omitted.]

MID CAP STOCK FUND
[Intentionally omitted.]

MID CAP STOCK TRUST
[Intentionally omitted.]

NORTHEAST UTILITIES SERVICE COMPANY MASTER TRUST
[Intentionally omitted.]

OPTIMUM SMALL-MID CAP GROWTH FUND
[Intentionally omitted.]

PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF MISSISSIPPI
[Intentionally omitted.]

QUISSETT INVESTORS (BERMUDA) L.P.
[Intentionally omitted.]

QUISSETT PARTNERS, L.P.
[Intentionally omitted.]

SCIENCE & TECHNOLOGY FUND
[Intentionally omitted.]

THE CLAUDE MARIE DUBUIS RELIGIOUS AND CHARITABLE TRUST
[Intentionally omitted.]

THE CONGREGATION OF THE SISTERS OF CHARITY OF THE INCARNATE WORD, HOUSTON TEXAS
[Intentionally omitted.]

THE HARTFORD CAPITAL APPRECIATION FUND
[Intentionally omitted.]

THE HARTFORD GLOBAL RESEARCH FUND
[Intentionally omitted.]

THE HARTFORD GROWTH OPPORTUNITIES FUND
[Intentionally omitted.]

THE HARTFORD SMALL COMPANY FUND
[Intentionally omitted.]

USAA SCIENCE & TECHNOLOGY FUND
[Intentionally omitted.]

VANGUARD EXPLORER FUND
[Intentionally omitted.]

SCHEDULE 4

TIGER GLOBAL PRIVATE INVESTMENT PARTNERS VII, L.P.
[Intentionally omitted.]

GRIFFIN SCHROEDER
[Intentionally omitted.]

Exhibit 10.2

PURE STORAGE, INC.

AMENDED AND RESTATED 2009 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: OCTOBER 8, 2009
APPROVED BY THE STOCKHOLDERS: OCTOBER 8, 2009
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: JULY 22, 2010
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: JULY 22, 2010
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: OCTOBER 6, 2010
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: MAY 25, 2011
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: MAY 25, 2011
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: MAY 10, 2012
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: JUNE 6, 2012
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: JUNE 14, 2012
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: AUGUST 3, 2012
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: AUGUST 3, 2012
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: FEBRUARY 6, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: JUNE 13, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: JULY 25, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: JULY 25, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: JULY 25, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: SEPTEMBER 18, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: OCTOBER 23, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: NOVEMBER 25, 2013
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: JANUARY 30, 2014
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: MARCH 26, 2014
AMENDMENT AND RESTATEMENT APPROVED BY THE BOARD OF DIRECTORS: MARCH 28, 2014
AMENDMENT AND RESTATEMENT APPROVED BY THE STOCKHOLDERS: , 2014
TERMINATION DATE: OCTOBER 7, 2019

1. GENERAL.

(a) Eligible Stock Award Recipients. The persons eligible to receive Stock Awards are Employees, Directors and Consultants.

(b) Available Stock Awards. The Plan provides for the grant of the following Stock Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Restricted Stock Awards, (iv) Restricted Stock Unit Awards, and (v) Stock Appreciation Rights.

(c) Purpose. The Company, by means of the Plan, seeks to secure and retain the services of the group of persons eligible to receive Stock Awards as set forth in Section 1(a), to

provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate, and to provide a means by which such eligible recipients may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Stock Awards.

2. ADMINISTRATION.

(a) Administration by Board. The Board shall administer the Plan unless and until the Board delegates administration of the Plan to a Committee, as provided in Section 2(c).

(b) Powers of Board. The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine from time to time (A) which of the persons eligible under the Plan shall be granted Stock Awards; (B) when and how each Stock Award shall be granted; (C) what type or combination of types of Stock Award shall be granted; (D) the provisions of each Stock Award granted (which need not be identical), including the time or times when a person shall be permitted to receive cash or Common Stock pursuant to a Stock Award; (E) the number of shares of Common Stock with respect to which a Stock Award shall be granted to each such person; and (F) the Fair Market Value applicable to a Stock Award.

(ii) To construe and interpret the Plan and Stock Awards granted under it, and to establish, amend and revoke rules and regulations for administration of the Plan. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan or Stock Award fully effective.

(iii) To settle all controversies regarding the Plan and Stock Awards granted under it.

(iv) To accelerate the time at which a Stock Award may first be exercised or the time during which a Stock Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Stock Award stating the time at which it may first be exercised or the time during which it will vest.

(v) To suspend or terminate the Plan at any time. Suspension or termination of the Plan shall not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vi) To amend the Plan in any respect the Board deems necessary or advisable, including, without limitation, relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or to bring the Plan or Stock Awards granted under the Plan into compliance therewith, subject to the limitations, if any, of applicable law. However, except as provided in Section 9(a) relating to Capitalization Adjustments, to the extent required by applicable law, stockholder approval shall be required for any amendment of the Plan that either (i) materially increases the number of shares of Common Stock available for issuance under the Plan, (ii) materially expands the class of individuals eligible to receive Stock Awards under the Plan, (iii) materially increases the benefits accruing to Participants under the

Plan or materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (iv) materially extends the term of the Plan, or (v) expands the types of Stock Awards available for issuance under the Plan. Except as provided above, rights under any Stock Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (i) the Company requests the consent of the affected Participant, and (ii) such Participant consents in writing.

(vii) To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 422 of the Code regarding Incentive Stock Options.

(viii) To approve forms of Stock Award Agreements for use under the Plan and to amend the terms of any one or more Stock Awards, including, but not limited to, amendments to provide terms more favorable than previously provided in the Stock Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided however,* that, the rights under any Stock Award shall not be impaired by any such amendment unless (i) the Company requests the consent of the affected Participant, and (ii) such Participant consents in writing. Notwithstanding the foregoing, subject to the limitations of applicable law, if any, and without the affected Participant' s consent, the Board may amend the terms of any one or more Stock Awards if necessary to maintain the qualified status of the Stock Award as an Incentive Stock Option or to bring the Stock Award into compliance with Section 409A of the Code and the related guidance thereunder.

(ix) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Stock Awards.

(x) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees, Directors or Consultants who are foreign nationals or employed outside the United States.

(xi) To effect, at any time and from time to time, with the consent of any adversely affected Optionholder, (1) the reduction of the exercise price of any outstanding Option under the Plan, (2) the cancellation of any outstanding Option under the Plan and the grant in substitution therefor of (A) a new Option under the Plan or another equity plan of the Company covering the same or a different number of shares of Common Stock, (B) a Restricted Stock Award, (C) a Stock Appreciation Right, (D) Restricted Stock Unit, (E) cash and/or (F) other valuable consideration (as determined by the Board, in its sole discretion), or (3) any other action that is treated as a repricing under generally accepted accounting principles; *provided, however,* that no such reduction or cancellation may be effected if it is determined, in the Company' s sole discretion, that such reduction or cancellation would result in any such outstanding Option becoming subject to the requirements of Section 409A of the Code.

(c) Delegation to Committee. The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee,

including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board shall thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, re-vest in the Board some or all of the powers previously delegated.

(d) Delegation to an Officer. The Board may delegate to one or more Officers the authority to do one or both of the following: (i) designate Employees who are not Officers to be recipients of Options (and, to the extent permitted by applicable law, other Stock Awards) and the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; *provided, however,* that the Board resolutions regarding such delegation shall specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Notwithstanding the foregoing, the Board may not delegate authority to an Officer to determine the Fair Market Value of the Common Stock pursuant to Section 13(t) below.

(e) Effect of Board' s Decision. All determinations, interpretations and constructions made by the Board in good faith shall not be subject to review by any person and shall be final, binding and conclusive on all persons.

3. SHARES SUBJECT TO THE PLAN.

(a) Share Reserve. Subject to Section 9(a) relating to Capitalization Adjustments, the aggregate number of shares of Common Stock of the Company that may be issued pursuant to Stock Awards after the Effective Date shall not exceed seventy two million one hundred twenty seven thousand one hundred eighty six (72,127,186) shares. For clarity, the limitation in this Section 3(a) is a limitation in the number of shares of Common Stock that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a). Furthermore, if a Stock Award (i) expires or otherwise terminates without having been exercised in full or (ii) is settled in cash (*i.e.*, the holder of the Stock Award receives cash rather than stock), such expiration, termination or settlement shall not reduce (or otherwise offset) the number of shares of Common Stock that may be issued pursuant to the Plan.

(b) Reversion of Shares to the Share Reserve. If any shares of Common Stock issued pursuant to a Stock Award are forfeited back to the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares which are forfeited shall revert to and again become available for issuance under the Plan. Also, any shares reacquired by the Company pursuant to Section 8(g) or as consideration for the exercise of an Option shall again become available for issuance under the Plan. Notwithstanding the provisions of this Section 3(b), any such shares shall not be subsequently issued pursuant to the exercise of Incentive Stock Options.

(c) Incentive Stock Option Limit. Notwithstanding anything to the contrary in this Section 3(c), subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the

aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options shall be two (2) times the number of shares reserved under Section 3(a) above.

(d) Source of Shares. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market.

(e) Share Reserve Limitation. To the extent required by Section 260.140.45 of Title 10 of the California Code of Regulations, the total number of shares of Common Stock issuable upon exercise of all outstanding Options and the total number of shares of Common Stock provided for under any stock bonus or similar plan of the Company shall not exceed the applicable percentage as calculated in accordance with the conditions and exclusions of Section 260.140.45 of Title 10 of the California Code of Regulations, based on the shares of Common Stock of the Company that are outstanding at the time the calculation is made.

4. ELIGIBILITY.

(a) Eligibility for Specific Stock Awards. Incentive Stock Options may be granted only to employees of the Company or a "parent corporation" or "subsidiary corporation" thereof (as such terms are defined in Sections 424(e) and (f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants.

(b) Ten Percent Stockholders.

(i) A Ten Percent Stockholder shall not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value of the Common Stock on the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

(ii) A Ten Percent Stockholder shall not be granted a Restricted Stock Award or Stock Appreciation Right (if such award could be settled in shares of Common Stock) unless the purchase price of the restricted stock is at least (i) one hundred percent (100%) of the Fair Market Value of the Common Stock on the date of grant or (ii) such lower percentage of the Fair Market Value of the Common Stock on the date of grant as is permitted by Section 260.140.42 of Title 10 of the California Code of Regulations at the time of the grant of the award.

(c) Consultants. A Consultant shall not be eligible for the grant of a Stock Award if, at the time of grant, either the offer or the sale of the Company' s securities to such Consultant is not exempt under Rule 701 of the Securities Act ("***Rule 701***") because of the nature of the services that the Consultant is providing to the Company, because the Consultant is not a natural person, or because of any other provision of Rule 701, unless the Company determines that such grant need not comply with the requirements of Rule 701 and will satisfy another exemption under the Securities Act as well as comply with the securities laws of all other relevant jurisdictions.

5. OPTION PROVISIONS.

Each Option shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. All Options shall be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates shall be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, then the Option shall be a Nonstatutory Stock Option. The provisions of separate Options need not be identical; *provided, however*, that each Option Agreement shall include (through incorporation of provisions hereof by reference in the Option Agreement or otherwise) the substance of each of the following provisions:

(a) Term. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option shall be exercisable after the expiration of ten (10) years from the date of its grant or such shorter period specified in the Option Agreement.

(b) Exercise Price. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the exercise price of each Option shall be not less than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option on the date the Option is granted. Notwithstanding the foregoing, an Option may be granted with an exercise price lower than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option if such Option is granted pursuant to an assumption or substitution for another option in a manner consistent with the provisions of Section 424(a) of the Code (whether or not such options are Incentive Stock Options).

(c) Consideration. The purchase price of Common Stock acquired pursuant to the exercise of an Option shall be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board shall have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however,* that the Company shall accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such

reduction in the number of whole shares to be issued; *provided, further,* that shares of Common Stock will no longer be outstanding under an Option and will not be exercisable thereafter to the extent that (A) shares are used to pay the exercise price pursuant to the "net exercise," (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(v) in any other form of legal consideration that may be acceptable to the Board.

(d) Transferability of Options. The Board may, in its sole discretion, impose such limitations on the transferability of Options as the Board shall determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options shall apply:

(i) Restrictions on Transfer. An Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder; *provided, however*, that the Board may, in its sole discretion, permit transfer of the Option to such extent as permitted by Section 260.140.41(d) of Title 10 of the California Code of Regulations at the time of the grant of the Option and in a manner consistent with applicable tax and securities laws upon the Optionholder' s request.

(ii) Domestic Relations Orders. Notwithstanding the foregoing, an Option may be transferred pursuant to a domestic relations order, *provided, however,* that an Incentive Stock Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) Beneficiary Designation. Notwithstanding the foregoing, the Optionholder may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be the beneficiary of an Option with the right to exercise the Option and receive the Common Stock or other consideration resulting from the Option exercise.

(e) Vesting of Options Generally. The total number of shares of Common Stock subject to an Option may vest and therefore become exercisable in periodic installments that may or may not be equal. The Option may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of performance goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options may vary. The provisions of this Section 5(e) are subject to any Option provisions governing the minimum number of shares of Common Stock as to which an Option may be exercised.

(f) Minimum Vesting. Notwithstanding the foregoing Section 5(e), to the extent that the following restrictions on vesting are required by Section 260.140.41(f) of Title 10 of the California Code of Regulations at the time of the grant of the Option, then:

(i) Options granted to an Employee who is not an Officer, Director or Consultant shall provide for vesting of the total number of shares of Common Stock at a rate of at least twenty percent (20%) per year over five (5) years from the date the Option was granted, subject to reasonable conditions such as continued employment; and

(ii) Options granted to Officers, Directors or Consultants may be made fully exercisable, subject to reasonable conditions such as continued employment, at any time or during any period established by the Board.

(g) Termination of Continuous Service. Except as otherwise provided in the applicable Option Agreement or other agreement between the Optionholder and the Company, in the event that an Optionholder' s Continuous Service terminates (other than for Cause or upon the Optionholder' s death or Disability), the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise such Option as of the date of termination of Continuous Service) but only within such period of time ending on the earlier of (i) the date three (3) months following the termination of the Optionholder' s Continuous Service (or such longer or shorter period specified in the Option Agreement, which period shall not be less than thirty (30) days unless such termination is for Cause), or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, after termination of Continuous Service, the Optionholder does not exercise his or her Option within the time specified herein or in the Option Agreement (as applicable), the Option shall terminate.

(h) Extension of Termination Date. Except as otherwise provided in the applicable Option Agreement or other agreement between the Optionholder and the Company, if the exercise of the Option following the termination of the Optionholder' s Continuous Service (other than for Cause or upon the Optionholder' s death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option shall terminate on the earlier of (i) the expiration of a period of three (3) months after the termination of the Optionholder' s Continuous Service during which the exercise of the Option would not be in violation of such registration requirements, or (ii) the expiration of the term of the Option as set forth in the Option Agreement.

(i) Disability of Optionholder. Except as otherwise provided in the applicable Option Agreement or other agreement between the Optionholder and the Company, in the event that an Optionholder' s Continuous Service terminates as a result of the Optionholder' s Disability, the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise such Option as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date twelve (12) months following such termination of Continuous Service (or such longer or shorter period specified in the Option Agreement, which period shall not be less than six (6) months), or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, after termination of Continuous Service, the Optionholder does not exercise his or her Option within the time specified herein or in the Option Agreement (as applicable), the Option shall terminate.

(j) Death of Optionholder. Except as otherwise provided in the applicable Option Agreement or other agreement between the Optionholder and the Company, in the event that (i) an Optionholder' s Continuous Service terminates as a result of the Optionholder' s death, or (ii) the Optionholder dies within the period (if any) specified in the Option Agreement after the termination of the Optionholder' s Continuous Service for a reason other than death, then the Option may be exercised (to the extent the Optionholder was entitled to exercise such Option as of the date of death) by the Optionholder' s estate, by a person who acquired the right to exercise

the Option by bequest or inheritance or by a person designated as the beneficiary of the Option upon the Optionholder' s death, but only within the period ending on the earlier of (i) the date eighteen (18) months following the date of death (or such longer or shorter period specified in the Option Agreement, which period shall not be less than six (6) months), or (ii) the expiration of the term of such Option as set forth in the Option Agreement. If, after the Optionholder' s death, the Option is not exercised within the time specified herein or in the Option Agreement (as applicable), the Option shall terminate. If the Optionholder designates a third party beneficiary of the Option in accordance with Section 5(d)(iii), then upon the death of the Optionholder such designated beneficiary shall have the sole right to exercise the Option and receive the Common Stock or other consideration resulting from the Option exercise.

(k) Termination for Cause. Except as explicitly provided otherwise in an Optionholder' s Option Agreement, in the event that an Optionholder' s Continuous Service is terminated for Cause, the Option shall terminate upon the termination date of such Optionholder' s Continuous Service, and the Optionholder shall be prohibited from exercising his or her Option from and after the time of such termination of Continuous Service.

(l) Non-Exempt Employees. No Option granted to an Employee that is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, shall be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option will be exempt from his or her regular rate of pay.

(m) Early Exercise. The Option may, but need not, include a provision whereby the Optionholder may elect at any time before the Optionholder' s Continuous Service terminates to exercise the Option as to any part or all of the shares of Common Stock subject to the Option prior to the full vesting of the Option. Subject to the "Repurchase Limitation" in Section 8(l), any unvested shares of Common Stock so purchased may be subject to a repurchase option in favor of the Company or to any other restriction the Board determines to be appropriate. Provided that the "Repurchase Limitation" in Section 8(l) is not violated, the Company shall not be required to exercise its repurchase option until at least six (6) months (or such longer or shorter period of time required to avoid classification of the Option as a liability for financial accounting purposes) have elapsed following exercise of the Option unless the Board otherwise specifically provides in the Option Agreement.

(n) Right of Repurchase. Subject to the "Repurchase Limitation" in Section 8(l), the Option may include a provision whereby the Company may elect to repurchase all or any part of the vested shares of Common Stock acquired by the Optionholder pursuant to the exercise of the Option. Provided that the "Repurchase Limitation" in Section 8(l) is not violated, the Company shall not be required to exercise its repurchase option until at least six (6) months (or such longer or shorter period of time necessary to avoid classification of the Option as a liability for financial accounting purposes) have elapsed following exercise of the Option unless otherwise specifically provided in the Option Agreement.

(o) Right of First Refusal. The Option may include a provision whereby the Company may elect to exercise a right of first refusal following receipt of notice from the

Optionholder of the intent to transfer all or any part of the shares of Common Stock received upon the exercise of the Option. Except as expressly provided in this Section 5(o) or in the Stock Award Agreement for the Option, such right of first refusal shall otherwise comply with any applicable provisions of the Bylaws of the Company. The Company will not exercise its right of first refusal until at least six (6) months (or such longer or shorter period of time necessary to avoid classification of the Option as a liability for financial accounting purposes) have elapsed following exercise of the Option unless otherwise specifically provided in the Option Agreement.

6. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS.

(a) Restricted Stock Awards. Each Restricted Stock Award Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. To the extent consistent with the Company' s Bylaws, at the Board' s election, shares of Common Stock may be (x) held in book entry form subject to the Company' s instructions until any restrictions relating to the Restricted Stock Award lapse; or (y) evidenced by a certificate, which certificate shall be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical; *provided, however*, that each Restricted Stock Award Agreement shall include (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. A Restricted Stock Award may be awarded in consideration for (A) past services actually rendered to the Company or an Affiliate, or (B) any other form of legal consideration that may be acceptable to the Board in its sole discretion and permissible under applicable law. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, any price to be paid by the Participant for each share subject to the Restricted Stock Award shall not be less than eighty-five percent (85%) of the Common Stock' s Fair Market Value on the date such Stock Award is made or at the time the purchase is consummated.

(ii) Vesting. Subject to the "Repurchase Limitation" in Section 8(l), shares of Common Stock awarded under the Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) Termination of Participant' s Continuous Service. In the event a Participant' s Continuous Service terminates, the Company may receive via a forfeiture condition, any or all of the shares of Common Stock held by the Participant which have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) Transferability. Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement shall be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board shall determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(b) Restricted Stock Unit Awards. Each Restricted Stock Unit Award Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical, *provided, however,* that each Restricted Stock Unit Award Agreement shall include (through incorporation of the provisions hereof by reference in the Agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board in its sole discretion and permissible under applicable law.

(ii) Vesting. At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) Minimum Vesting. Notwithstanding the foregoing Section 6(b)(ii), to the extent that the following restrictions on vesting are required by Section 260.140.42(h)(2) of Title 10 of the California Code of Regulations at the time of the grant of the Restricted Stock Unit Award, then:

(1) Restricted Stock Unit Awards granted to an Employee who is not an Officer, Director or Consultant shall provide for vesting of the total number of shares of Common Stock covered by the Restricted Stock Unit Award at a rate of at least twenty percent (20%) per year over five (5) years from the date the Restricted Stock Unit Award was granted, subject to reasonable conditions such as continued employment; and

(2) Restricted Stock Unit Awards granted to Officers, Directors or Consultants may vest at any time established by the Board.

(iv) Payment. A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(v) Additional Restrictions. At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(vi) Dividend Equivalents. Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any

additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all the terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vii) Termination of Participant' s Continuous Service. Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant' s termination of Continuous Service.

(viii) Compliance with Section 409A of the Code. Notwithstanding anything to the contrary set forth herein, any Restricted Stock Unit Award granted under the Plan that is not exempt from the requirements of Section 409A of the Code shall contain such provisions so that such Restricted Stock Unit Award will comply with the requirements of Section 409A of the Code. Such restrictions, if any, shall be determined by the Board and contained in the Restricted Stock Unit Award Agreement evidencing such Restricted Stock Unit Award. For example, such restrictions may include, without limitation, a requirement that any Common Stock that is to be issued in a year following the year in which the Restricted Stock Unit Award vests must be issued in accordance with a fixed pre-determined schedule.

(c) Stock Appreciation Rights. Each Stock Appreciation Right Agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. Stock Appreciation Rights may be granted as stand-alone Stock Awards or in tandem with other Stock Awards. The terms and conditions of Stock Appreciation Right Agreements may change from time to time, and the terms and conditions of separate Stock Appreciation Right Agreements need not be identical; *provided, however*, that each Stock Appreciation Right Agreement shall include (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) Term. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Stock Appreciation Right shall be exercisable after the expiration of ten (10) years from the date of grant or such shorter period specified in the Stock Appreciation Right Agreement.

(ii) Strike Price. Each Stock Appreciation Right will be denominated in shares of Common Stock equivalents. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the strike price of each Stock Appreciation Right granted as a stand-alone or tandem Stock Award shall not be less than one hundred percent (100%) of the Fair Market Value of the Common Stock equivalents subject to the Stock Appreciation Right on the date of grant.

(iii) Calculation of Appreciation. The appreciation distribution payable on the exercise of a Stock Appreciation Right will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the Stock Appreciation Right) of a number of shares of Common Stock equal to the number of shares of Common Stock equivalents in which the Participant is vested under such Stock Appreciation Right, and with respect to which the Participant is exercising the Stock Appreciation Right on such date, over (B) the strike price that will be determined by the Board on the date of grant.

(iv) Vesting. At the time of the grant of a Stock Appreciation Right, the Board may impose such restrictions or conditions to the vesting of such Stock Appreciation Right as it, in its sole discretion, deems appropriate.

(v) Minimum Vesting. Notwithstanding the foregoing Section 6(c)(iv), to the extent that the following restrictions on vesting are required by Section 260.140.41(f) of Title 10 of the California Code of Regulations at the time of the grant of the Stock Appreciation Right, then:

(1) Stock Appreciation Rights granted to an Employee who is not an Officer, Director or Consultant shall provide for vesting of the total number of shares of Common Stock at a rate of at least twenty percent (20%) per year over five (5) years from the date the Stock Appreciation Right was granted, subject to reasonable conditions such as continued employment; and

(2) Stock Appreciation Rights granted to Officers, Directors or Consultants may be made fully exercisable, subject to reasonable conditions such as continued employment, at any time or during any period established by the Company.

(vi) Exercise. To exercise any outstanding Stock Appreciation Right, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Stock Appreciation Right Agreement evidencing such Stock Appreciation Right.

(vii) Non-Exempt Employees. No Stock Appreciation Right granted to an Employee that is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, shall be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Stock Appreciation Right. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise of a Stock Appreciation Right will be exempt from his or her regular rate of pay.

(viii) Payment. The appreciation distribution in respect to a Stock Appreciation Right may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Stock Appreciation Right Agreement evidencing such Stock Appreciation Right.

(ix) Termination of Continuous Service. Except as otherwise provided in the applicable Stock Appreciation Right Agreement or other agreement between the Participant and the Company, in the event that a Participant' s Continuous Service terminates (other than for Cause or upon the Participant' s death or Disability), the Participant may exercise his or her Stock Appreciation Right (to the extent that the Participant was entitled to exercise such Stock Appreciation Right as of the date of termination of Continuous Service) but only within such period of time ending on the earlier of (A) the date three (3) months following the termination of the Participant' s Continuous Service (or such longer or shorter period specified in the Stock Appreciation Right Agreement, which period shall not be less than thirty (30) days unless such termination is for Cause), or (B) the expiration of the term of the Stock Appreciation Right as set forth in the Stock Appreciation Right Agreement. If, after termination of Continuous Service,

the Participant does not exercise his or her Stock Appreciation Right within the time specified herein or in the Stock Appreciation Right Agreement (as applicable), the Stock Appreciation Right shall terminate.

(x) Disability of Participant. Except as otherwise provided in the applicable Stock Appreciation Right Agreement or other agreement between the Participant and the Company, in the event that a Participant' s Continuous Service terminates as a result of the Participant' s Disability, the Participant may exercise his or her Stock Appreciation Right (to the extent that the Participant was entitled to exercise such Stock Appreciation Right as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (A) the date twelve (12) months following such termination of Continuous Service (or such longer or shorter period specified in the Stock Appreciation Right Agreement, which period shall not be less than six (6) months), or (B) the expiration of the term of the Stock Appreciation Right as set forth in the Stock Appreciation Right Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Stock Appreciation Right within the time specified herein or in the Stock Appreciation Right Agreement (as applicable), the Stock Appreciation Right shall terminate.

(xi) Death of Participant. Except as otherwise provided in the applicable Stock Appreciation Right Agreement or other agreement between the Participant and the Company, in the event that (i) a Participant' s Continuous Service terminates as a result of the Participant' s death, or (ii) the Participant dies within the period (if any) specified in the Stock Appreciation Right Agreement after the termination of the Participant' s Continuous Service for a reason other than death, then the Stock Appreciation Right may be exercised (to the extent the Participant was entitled to exercise such Stock Appreciation Right as of the date of death) by the Participant' s estate, by a person who acquired the right to exercise the Stock Appreciation Right by bequest or inheritance or by a person designated as the beneficiary of the Stock Appreciation Right upon the Participant' s death, but only within the period ending on the earlier of (i) the date eighteen (18) months following the date of death (or such longer or shorter period specified in the Stock Appreciation Right Agreement, which period shall not be less than six (6) months), or (ii) the expiration of the term of such Stock Appreciation Right as set forth in the Stock Appreciation Right Agreement. If, after the Participant' s death, the Stock Appreciation Right is not exercised within the time specified herein or in the Stock Appreciation Right Agreement (as applicable), the Stock Appreciation Right shall terminate.

(xii) Termination for Cause. Except as explicitly provided otherwise in a Participant' s Stock Appreciation Right Agreement, in the event that a Participant' s Continuous Service is terminated for Cause, the Stock Appreciation Right shall terminate upon the termination date of such Participant' s Continuous Service, and the Participant shall be prohibited from exercising his or her Stock Appreciation Right from and after the time of such termination of Continuous Service.

(xiii) Compliance with Section 409A of the Code. Notwithstanding anything to the contrary set forth herein, any Stock Appreciation Rights granted under the Plan that are not exempt from the requirements of Section 409A of the Code shall contain such provisions so that such Stock Appreciation Rights will comply with the requirements of Section 409A of the Code. Such restrictions, if any, shall be determined by the Board and contained in the Stock

Appreciation Right Agreement evidencing such Stock Appreciation Right. For example, such restrictions may include, without limitation, a requirement that a Stock Appreciation Right that is to be paid wholly or partly in cash must be exercised and paid in accordance with a fixed pre-determined schedule.

7. COVENANTS OF THE COMPANY.

(a) Availability of Shares. During the terms of the Stock Awards, the Company shall keep available at all times the number of shares of Common Stock reasonably required to satisfy such Stock Awards.

(b) Securities Law Compliance. The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise of the Stock Awards; *provided, however,* that this undertaking shall not require the Company to register under the Securities Act the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained.

(c) No Obligation to Notify. The Company shall have no duty or obligation to any holder of a Stock Award to advise such holder as to the time or manner of exercising such Stock Award. Furthermore, the Company shall have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of a Stock Award or a possible period in which the Stock Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of a Stock Award to the holder of such Stock Award.

8. MISCELLANEOUS.

(a) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Stock Awards shall constitute general funds of the Company.

(b) Corporate Action Constituting Grant of Stock Awards. Corporate action constituting a grant by the Company of a Stock Award to any Participant shall be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Stock Award is communicated to, or actually received or accepted by, the Participant.

(c) Stockholder Rights. No Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Stock Award unless and until such Participant has satisfied all requirements for exercise of the Stock Award pursuant to its terms and the Participant shall not be deemed to be a stockholder of record until the issuance of the Common Stock pursuant to such exercise has been entered into the books and records of the Company.

(d) No Employment or Other Service Rights. Nothing in the Plan, any Stock Award Agreement or any other instrument executed thereunder or in connection with any Stock Award granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Stock Award was granted or shall affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant' s agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(e) Incentive Stock Option $100,000 Limitation. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds one hundred thousand dollars ($100,000), the Options or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(f) Investment Assurances. The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant' s knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant' s own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (x) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (y) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(g) Withholding Obligations. To the extent provided by the terms of a Stock Award Agreement, the Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to a Stock Award by any of the following means (in addition to the Company' s right to withhold from any compensation paid to the Participant by the Company) or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Stock Award; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of the

Stock Award as a liability for financial accounting purposes); (iii) withholding payment from any amounts otherwise payable to the Participant; (iv) withholding cash from a Stock Award settled in cash; or (v) by such other method as may be set forth in the Stock Award Agreement.

(h) Electronic Delivery. Any reference herein to a "written" agreement or document shall include any agreement or document delivered electronically or posted on the Company' s intranet.

(i) Deferrals. To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Stock Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee. The Board is authorized to make deferrals of Stock Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant' s termination of employment or retirement, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(j) Compliance with Section 409A. To the extent that the Board determines that any Stock Award granted hereunder is subject to Section 409A of the Code, the Stock Award Agreement evidencing such Stock Award shall incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code. To the extent applicable, the Plan and Stock Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued or amended after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Board determines that any Stock Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Board may adopt such amendments to the Plan and the applicable Stock Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Board determines are necessary or appropriate to (1) exempt the Stock Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Stock Award, or (2) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance.

(k) Information Obligation. To the extent required by Section 260.140.46 of Title 10 of the California Code of Regulations, the Company shall deliver financial statements to Participants at least annually. This Section 8(k) shall not apply to key Employees whose duties in connection with the Company assure them access to equivalent information.

(l) Repurchase Limitation. The terms of any repurchase option shall be specified in the Stock Award, and the repurchase price may be either the Fair Market Value of the shares of Common Stock on the date of termination of Continuous Service or the lower of (i) the Fair

Market Value of the shares of Common Stock on the date of repurchase or (ii) their original purchase price. To the extent required by Section 260.140.41 and Section 260.140.42 of Title 10 of the California Code of Regulations at the time a Stock Award is made, any repurchase option contained in a Stock Award granted to a person who is not an Officer, Director or Consultant shall be upon the terms described below:

(i) Fair Market Value. If the repurchase option gives the Company the right to repurchase the shares of Common Stock upon termination of Continuous Service at not less than the Fair Market Value of the shares of Common Stock to be purchased on the date of termination of Continuous Service, then (i) the right to repurchase shall be exercised for cash or cancellation of purchase money indebtedness for the shares of Common Stock within ninety (90) days of termination of Continuous Service (or in the case of shares of Common Stock issued upon exercise of Stock Awards after such date of termination, within ninety (90) days after the date of the exercise) or such longer period as may be agreed to by the Company and the Participant (for example, for purposes of satisfying the requirements of Section 1202(c)(3) of the Code regarding "qualified small business stock") and (ii) the right terminates when the shares of Common Stock become publicly traded.

(ii) Original Purchase Price. If the repurchase option gives the Company the right to repurchase the shares of Common Stock upon termination of Continuous Service at the lower of (i) the Fair Market Value of the shares of Common Stock on the date of repurchase or (ii) their original purchase price, then (x) the right to repurchase at the original purchase price shall lapse at the rate of at least twenty percent (20%) of the shares of Common Stock per year over five (5) years from the date the Stock Award is granted (without respect to the date the Stock Award was exercised or became exercisable) and (y) the right to repurchase shall be exercised for cash or cancellation of purchase money indebtedness for the shares of Common Stock within ninety (90) days of termination of Continuous Service (or in the case of shares of Common Stock issued upon exercise of Options after such date of termination, within ninety (90) days after the date of the exercise) or such longer period as may be agreed to by the Company and the Participant (for example, for purposes of satisfying the requirements of Section 1202(c)(3) of the Code regarding "qualified small business stock").

9. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board shall proportionately and appropriately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c), and (iii) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive.

(b) Dissolution or Liquidation. Except as otherwise provided in the Stock Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to the Company' s right of repurchase) shall terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the

Company' s repurchase option may be repurchased by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service, *provided, however,* that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. The following provisions shall apply to Stock Awards in the event of a Corporate Transaction unless otherwise provided in the instrument evidencing the Stock Award or any other written agreement between the Company or any Affiliate and the holder of the Stock Award or unless otherwise expressly provided by the Board at the time of grant of a Stock Award. Except as otherwise stated in the Stock Award Agreement, in the event of a Corporate Transaction, then, notwithstanding any other provision of the Plan, each Stock Award shall terminate and be cancelled to the extent not vested or exercised prior to the effective time of the Corporate Transaction unless the Board elects to take one or more of the following actions with respect to such Stock Award:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation' s parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation' s parent company);

(iii) accelerate the vesting of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Corporate Transaction as the Board shall determine (or, if the Board shall not determine such a date, to the date that is five (5) days prior to the effective date of the Corporate Transaction), with such Stock Award terminating if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction;

(iv) arrange for the lapse of any reacquisition or repurchase rights held by the Company with respect to the Stock Award; and

(v) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the holder of the Stock Award would have received upon the exercise of the Stock Award, over (B) any exercise price payable by such holder in connection with such exercise; provided that if the Board elects to make the payment described in this clause (v), the entire Stock Award (both vested and unvested portions) shall be terminated and cancelled in consideration of such payment.

The Board need not take the same action with respect to all Stock Awards or with respect to all Participants.

(d) Change in Control. A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration shall occur.

10. TERMINATION OR SUSPENSION OF THE PLAN.

(a) Plan Term. The Board may suspend or terminate the Plan at any time. Unless sooner terminated by the Board pursuant to Section 2, the Plan shall automatically terminate on the day before the tenth (10th) anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved by the stockholders of the Company. No Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) No Impairment of Rights. Suspension or termination of the Plan shall not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the affected Participant.

11. EFFECTIVE DATE OF PLAN.

This Plan shall become effective on the Effective Date.

12. CHOICE OF LAW.

The law of the State of California shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state' s conflict of laws rules.

13. DEFINITIONS. As used in the Plan, the following definitions shall apply to the capitalized terms indicated below:

(a) "***Affiliate***" means, at the time of determination, any "parent" or "majority-owned subsidiary" of the Company, as such terms are defined in Rule 405 of the Securities Act. The Board shall have the authority to determine the time or times at which "parent" or "majority-owned subsidiary" status is determined within the foregoing definition.

(b) "***Board***" means the Board of Directors of the Company.

(c) "***Capitalization Adjustment***" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company (through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the Company). Notwithstanding the foregoing, the conversion of any convertible securities of the Company shall not be treated as a transaction "without the receipt of consideration" by the Company.

(d) "***Cause***" means with respect to a Participant, the occurrence of any of the following events: (i) such Participant' s commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) such Participant' s attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (iii) such Participant' s intentional, material violation of any contract or agreement between the Participant and the Company or of any statutory duty owed to the Company; (iv) such Participant' s unauthorized use or disclosure of the Company' s confidential information or trade secrets; or (v) such Participant' s gross misconduct. The determination that a termination of the Participant' s Continuous Service is either for Cause or without Cause shall be made by the Company in its sole discretion. Any determination by the Company that the Continuous Service of a Participant was terminated by reason of dismissal without Cause for the purposes of outstanding Stock Awards held by such Participant shall have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(e) "***Change in Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company' s then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company' s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities or (B) solely because the level of Ownership held by any Exchange Act Person (the "*Subject Person*") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation; or

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition.

The term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company.

Notwithstanding the foregoing or any other provision of this Plan, the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Stock Awards subject to such agreement; *provided, however,* that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

(f) "***Code***" means the Internal Revenue Code of 1986, as amended.

(g) "***Committee***" means a committee of two (2) or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(h) "***Common Stock***" means the common stock of the Company.

(i) "***Company***" means PURE Storage, Inc., a Delaware corporation.

(j) "***Consultant***" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, shall not cause a Director to be considered a "Consultant" for purposes of the Plan.

(k) "***Continuous Service***" means that the Participant' s service with the Company or an Affiliate, whether as an Employee or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant' s service with the Company or an Affiliate, shall not terminate a Participant' s Continuous Service; *provided, however*, if the Entity for which a Participant is rendering service ceases to qualify as an Affiliate, as determined by the Board in its sole discretion, such Participant' s Continuous Service shall be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an employee of the Company to a consultant of an Affiliate shall not constitute an interruption of Continuous Service. To the extent permitted by law, the

Board or the chief executive officer of the Company, in that party' s sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal leave. Notwithstanding the foregoing, a leave of absence shall be treated as Continuous Service for purposes of vesting in a Stock Award only to such extent as may be provided in the Company' s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(l) "***Corporate Transaction***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) the consummation of a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) the consummation of a sale or other disposition of at least ninety percent (90%) of the outstanding securities of the Company;

(iii) the consummation of a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) the consummation of a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(m) "***Director***" means a member of the Board.

(n) "***Disability***" means the inability of a Participant to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, and shall be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(o) "***Effective Date***" means the effective date of this Plan, which is the earlier of (i) the date that this Plan is first approved by the Company' s stockholders, or (ii) the date this Plan is adopted by the Board.

(p) "***Employee***" means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, shall not cause a Director to be considered an "Employee" for purposes of the Plan.

(q) "***Entity***" means a corporation, partnership, limited liability company or other entity.

(r) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

(s) "***Exchange Act Person***" means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" shall not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date of the Plan as set forth in Section 11, is the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company' s then outstanding securities.

(t) "***Fair Market Value***" means, as of any date, the value of the Common Stock determined by the Board (i) in a manner consistent with Section 260.140.50 of Title 10 of the California Code of Regulations and (ii) in compliance with Section 409A of the Code or, in the case of an Incentive Stock Option, in compliance with Section 422 of the Code.

(u) "***Incentive Stock Option***" means an Option that qualifies as an "incentive stock option" within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(v) "***Nonstatutory Stock Option***" means an Option that does not qualify as an Incentive Stock Option.

(w) "***Officer***" means any person designated by the Company as an officer.

(x) "***Option***" means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(y) "***Option Agreement***" means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan.

(z) "***Optionholder***" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(aa) "***Own***," "***Owned***," "***Owner***," "***Ownership***" A person or Entity shall be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(bb) "***Participant***" means a person to whom a Stock Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(cc) "***Plan***" means this PURE Storage, Inc. Amended and Restated 2009 Equity Incentive Plan.

(dd) "***Restricted Stock Award***" means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(ee) "***Restricted Stock Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award. Each Restricted Stock Award Agreement shall be subject to the terms and conditions of the Plan.

(ff) "***Restricted Stock Unit Award***" means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).

(gg) "***Restricted Stock Unit Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement shall be subject to the terms and conditions of the Plan.

(hh) "***Securities Act***" means the Securities Act of 1933, as amended.

(ii) "***Stock Appreciation Right***" means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 6(c).

(jj) "***Stock Appreciation Right Agreement***" means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement shall be subject to the terms and conditions of the Plan.

(kk) "***Stock Award***" means any right to receive Common Stock granted under the Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, or a Stock Appreciation Right.

(ll) "***Stock Award Agreement***" means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan.

(mm) "***Subsidiary***" means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%).

(nn) "***Ten Percent Stockholder***" means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate.

Exhibit 10.3

PURE STORAGE, INC.
STOCK OPTION GRANT NOTICE
(2009 EQUITY INCENTIVE PLAN)

PURE Storage, Inc. (the "***Company***"), pursuant to its 2009 Equity Incentive Plan (the "***Plan***"), hereby grants to Optionholder an option to purchase the number of shares of the Company' s Common Stock set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Option Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Optionholder:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Shares Subject to Option:	_____
Exercise Price (Per Share):	_____
Total Exercise Price:	_____
Expiration Date:	_____

Type of Grant: ☐ Incentive Stock Option ☐ Nonstatutory Stock Option

Exercise Schedule: ☐ Same as Vesting Schedule ☐ Early Exercise Permitted

Vesting Schedule: _____

Payment: By one or a combination of the following items (described in the Option Agreement):

☒ By cash or check
☐ By net exercise

Additional Terms/Acknowledgements: The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice, the Option Agreement and the Plan. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject with the exception of (i) options previously granted and delivered to Optionholder under the Plan, (ii) stock previously purchased by Optionholder, and (iii) the following agreements, if any:

OTHER AGREEMENTS: _____

_____

PURE STORAGE, INC.

By: _____
Mike Speiser
President and Chief Executive Officer

Date: _____

OPTIONHOLDER:

_____
Signature

_____
Print Name

Date: _____

ATTACHMENTS: Option Agreement, 2009 Equity Incentive Plan, and Notice of Exercise

ATTACHMENT I

OPTION AGREEMENT

ATTACHMENT II

2009 EQUITY INCENTIVE PLAN

ATTACHMENT III

NOTICE OF EXERCISE

PURE STORAGE, INC.
2009 EQUITY INCENTIVE PLAN

OPTION AGREEMENT
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

Pursuant to your Stock Option Grant Notice ("***Grant Notice***") and this Option Agreement, PURE Storage, Inc. (the "***Company***") has granted you an option under its 2009 Equity Incentive Plan (the "***Plan***") to purchase the number of shares of the Company' s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. Defined terms not explicitly defined in this Option Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your option are as follows:

1. VESTING. Subject to the limitations contained herein, your option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND EXERCISE PRICE. The number of shares of Common Stock subject to your option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments.

3. EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES. In the event that you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (*i.e.*, a "***Non-Exempt Employee***"), you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant specified in your Grant Notice, notwithstanding any other provision of your option.

4. EXERCISE PRIOR TO VESTING ("EARLY EXERCISE"). If permitted in your Grant Notice (*i.e.*, the "Exercise Schedule" indicates "Early Exercise Permitted") and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the unvested portion of your option; *provided, however,* that:

(a) a partial exercise of your option shall be deemed to cover first vested shares of Common Stock and then the earliest vesting installment of unvested shares of Common Stock;

(b) any shares of Common Stock so purchased from installments that have not vested as of the date of exercise shall be subject to the purchase option in favor of the Company as described in the Company' s form of Early Exercise Stock Purchase Agreement;

(c) you shall enter into the Company' s form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) if your option is an Incentive Stock Option, then, to the extent that the aggregate Fair Market Value (determined at the time of grant) of the shares of Common Stock with respect to which your option plus all other Incentive Stock Options you hold are exercisable for the first time by you during any calendar year (under all plans of the Company and its Affiliates) exceeds one hundred thousand dollars ($100,000), your option(s) or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

5. METHOD OF PAYMENT. Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in any other manner ***permitted by your Grant Notice,*** which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

(b) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company' s stock.

6. WHOLE SHARES. You may exercise your option only for whole shares of Common Stock.

7. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

8. TERM. You may not exercise your option before the commencement or after the expiration of its term. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, your Disability or death, provided that if during any part of such three

(3) month period your option is not exercisable solely because of the condition set forth in the section above relating to "Securities Law Compliance," your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service;

(c) twelve (12) months after the termination of your Continuous Service due to your Disability;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates;

(e) in certain circumstances upon the effective date of a Corporate Transaction as set forth in the Plan;

(f) the Expiration Date indicated in your Grant Notice; or

(g) the day before the tenth (10th) anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your option and ending on the day three (3) months before the date of your option' s exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

9. EXERCISE.

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by delivering a Notice of Exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of your option, (2) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (3) the disposition of shares of Common Stock acquired upon such exercise.

(c) If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the date of your option grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

(d) By exercising your option you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with FINRA Rule 2711 and similar or successor regulatory rules and regulations (the "***Lock-Up Period***"); *provided*, *however*, that nothing contained in this section shall prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company' s stock are intended third party beneficiaries of this Section 9(d) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

10. TRANSFERABILITY. Your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option. In addition, if permitted by the Company you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust, provided that you and the trustee enter into a transfer and other agreements required by the Company.

11. RIGHT OF FIRST REFUSAL. Shares of Common Stock that you acquire upon exercise of your option are subject to any right of first refusal that may be described in the Company' s bylaws in effect at such time the Company elects to exercise its right; *provided, however,* that if your option is an Incentive Stock Option and the right of first refusal described in the Company' s bylaws in effect at the time the Company elects to exercise its right is more beneficial to you than the right of first refusal described in the Company' s bylaws on the Date of Grant, then the right of first refusal described in the Company' s bylaws on the Date of Grant shall apply. The Company' s right of first refusal shall expire on the first date upon which any security of the Company is listed (or approved for listing) upon notice of issuance on a national securities exchange or quotation system.

12. RIGHT OF REPURCHASE. To the extent provided in the Company' s bylaws in effect at such time the Company elects to exercise its right, the Company shall have the right to repurchase all or any part of the shares of Common Stock you acquire pursuant to the exercise of your option.

13. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the

Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

14. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). If the date of determination of any tax withholding obligation is deferred to a date later than the date of exercise of your option, share withholding pursuant to the preceding sentence shall not be permitted unless you make a proper and timely election under Section 83(b) of the Code, covering the aggregate number of shares of Common Stock acquired upon such exercise with respect to which such determination is otherwise deferred, to accelerate the determination of such tax withholding obligation to the date of exercise of your option. Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

15. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You shall not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option. Because the Common Stock

is not traded on an established securities market, the Fair Market Value is determined by the Board, perhaps in consultation with an independent valuation firm retained by the Company. You acknowledge that there is no guarantee that the Internal Revenue Service will agree with the valuation as determined by the Board, and you shall not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that the valuation determined by the Board is less than the "fair market value" as subsequently determined by the Internal Revenue Service.

16. NOTICES. Any notices provided for in your option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

17. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your option and those of the Plan, the provisions of the Plan shall control.

NOTICE OF EXERCISE

PURE Storage, Inc.
650 Castro Street, Suite 400
Mountain View, CA, 94041-2155

Date of Exercise: _____

Ladies and Gentlemen:

This constitutes notice under my stock option that I elect to purchase the number of shares for the price set forth below.

Type of option (check one):	Incentive ☐	Nonstatutory ☐
Stock option dated:	_____	
Number of shares as to which option is exercised:	_____	
Certificates to be issued in name of:	_____	
Total exercise price:	$_____	
Cash payment delivered herewith:	$_____	

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the PURE Storage, Inc. 2009 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an incentive stock option, to notify you in writing within fifteen (15) days after the date of any disposition of any of the shares of Common Stock issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such shares of Common Stock are issued upon exercise of this option.

I hereby make the following certifications and representations with respect to the number of shares of Common Stock of the Company listed above (the "***Shares***"), which are being acquired by me for my own account upon exercise of the Option as set forth above:

I acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), and are deemed to constitute "restricted securities" under Rule 701 and "control securities" under Rule 144 promulgated under the Securities Act. I warrant and represent to the Company that I have no present intention of distributing or selling said Shares, except as permitted under the Securities Act and any applicable state securities laws.

I further acknowledge that I will not be able to resell the Shares for at least ninety days (90) after the stock of the Company becomes publicly traded (*i.e.,* subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934) under Rule 701 and that more restrictive conditions apply to affiliates of the Company under Rule 144.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Company' s Articles of Incorporation, Bylaws and/or applicable securities laws.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with FINRA Rule 2711 and similar rules and regulations. I further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

Very truly yours,

_____

_____

Print Name

Exhibit 10.8

PURE STORAGE, INC.

September 14, 2010

Scott Dietzen

Re: Executive Employment Terms

Dear Scott:

On behalf of the Board of Directors (the "**Board**") of PURE Storage, Inc. (the "**Company**"), I am pleased to offer you employment at the Company on the terms set forth in this offer letter agreement (the "**Agreement**"). Your employment shall commence on a date mutually agreed between you and the Company.

Employment and Board Positions and Duties

You will be employed in the executive positions of President and Chief Executive Officer, and you shall perform the duties of such positions as are customary, as specified in the Bylaws of the Company, and as may be required by the Board. You will report to the Board and you will be based in the Company' s corporate headquarters.

During your employment with the Company, you will devote your full-time best efforts and business time and attention to the business of the Company.

Your employment relationship with the Company shall also be governed by the general employment policies and practices of the Company (except that if the terms of this letter differ from or are in conflict with the Company' s general employment policies or practices, this letter will control), and you will be required to abide by the general employment policies and practices of the Company. The Board reserves the right to change your position, duties, reporting relationship, work location, and the Company' s general employment policies and procedures, from time to time in its discretion.

Base Salary and Employee Benefits

Your base salary will be paid at the initial rate of $16,666.67 per month (an annual rate of $200,000.00), less payroll deductions and withholdings. You will be paid your base salary on a semi-monthly basis, on the Company' s normal payroll schedule. As an exempt salaried employee, you will be required to work the Company' s normal business hours, and such additional time as appropriate for your work assignments and positions. You will not be eligible for overtime premiums.

As a regular, full-time employee, you will be eligible to participate in the Company' s standard employee benefits (pursuant to the terms and conditions of the benefit plans and applicable policies), as and when the Company adopts such benefit plans and programs. The Company may change its compensation and benefits from time to time in its discretion.

Annual Performance Bonus

In this position you will be eligible to earn an annual performance bonus of up to $50,000.00 which will be prorated for 2010 based on your length of employment in 2010. Following the close of each calendar year, the Board will determine whether you have earned a performance bonus, and the amount of any performance bonus, based on your performance and the Company' s performance over the year. No amount of the annual bonus is guaranteed, and you must be an employee in good standing on the bonus payment date to be eligible to receive a bonus; no partial or prorated bonuses will be provided. The annual performance bonus, if earned, will be paid no later than March 15 of the calendar year after the year to which it relates. Your base salary and bonus eligibility will be reviewed on an annual or more frequent basis by the Board (or any authorized committee thereof), and are subject to change in the discretion of the Board (or any authorized committee thereof).

Stock Options

Subject to approval by the Company' s Board of Directors (the "**Board**"), the Company shall grant you an option under the PURE Storage, Inc. 2009 Equity Incentive Plan (the "**Equity Plan**") to purchase 1,057,368 shares of the Company' s Common Stock (the "**Option**") at fair market value as determined by the Board as of the date of grant. Your option grant represents approximately 7% of the Company' s fully diluted outstanding shares as of the date of this letter. You will be permitted to early exercise your Option. Your grant agreement for the Option will include a four-year vesting schedule subject to your continuous service to the Company (as defined in the Equity Plan), under which the shares subject to the Option will vest in monthly installments equal to 1/48th of all shares beginning with the first monthly anniversary of the vesting commencement date and continuing on a monthly basis thereafter, subject to your continuous service. In addition, if, on or within twelve (12) months after a Change in Control (as defined below), your employment with the Company terminates either by the Company (or its successor) other than for Cause (as defined below), or by you due to a resignation for Good Reason (as defined below), then all outstanding shares subject to the Option shall vest in full effective as of your termination or resignation date. Notwithstanding the foregoing, as a pre-condition of the accelerated vesting referenced in the immediately preceding sentence, you will be required to timely sign, date and return to the Company (or its successor), and to not subsequently revoke, a general release of all known and unknown claims in the form provided to you by the Company.

For purposes of the above paragraph, the following definitions shall apply:

(1) Change in Control. A "**Change in Control**" shall mean the following: (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company' s voting power is transferred; provided that the foregoing shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or indebtedness of the Company is cancelled or converted or a combination thereof; or (C) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(2) Cause. "**Cause**" for the Company (or any acquiror or successor in interest thereto) to terminate your employment shall exist if any of the following occurs: (A) your conviction (including a guilty plea or plea of nolo contendere) of any felony or any other crime involving fraud, dishonesty or moral turpitude; (B) your commission or attempted commission of or participation in a fraud or act of dishonesty or misrepresentation against the Company; (C) your material violation of any contract or agreement between you and the Company, including without limitation, material breach of your Confidential Information Agreement (defined below), or of any Company policy, or of any statutory duty you owe to the Company; (D) your inability to perform your duties due to your permanent disability or death; or (E) your conduct that constitutes gross insubordination, incompetence or habitual neglect of duties, *provided, however,* that the action or conduct described in this clause (E) will constitute "Cause" only if such action or conduct continues after the Board has provided you with written notice thereof and thirty (30) days opportunity to cure the same (provided that the Board is not obligated to provide such written notice and opportunity to cure if the action or conduct is not reasonably susceptible to cure). The determination that a termination is for Cause shall be made by the Board in its sole discretion.

(3) Definition of Good Reason. A resignation for "**Good Reason**" shall mean a resignation of your employment within ninety (90) days after the occurrence of any of the following events taken without your written consent which is not corrected within thirty (30) days after the Company (or any successor thereto) receives written notice from you that any of the following events have occurred (which notice must be provided to the Company by you within thirty (30) days after the occurrence of such event) and that you assert that grounds for a resignation for Good Reason exist as a result: (A) a material diminution of your duties, position or responsibilities, *provided, however,* a mere change in title or reporting relationship following a Change of Control will not by itself constitute "Good Reason" for your resignation, and *further provided, however,* that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring entity will not by itself result in a "diminution;" (B) a reduction by the Company in your base salary as in effect immediately prior to such reduction by more than ten percent (10%) (unless such reduction is made pursuant to an across the board reduction applicable to senior executives of the Company); or (C) the relocation of your assigned office location resulting in an increase in your one-way commuting distance from your residence by at least forty-five (45) miles.

The Option will be governed by the terms of the Equity Plan and its grant agreement (which will incorporate the above vesting acceleration terms).

In response to our discussions concerning availability of equity under the Company' s Equity Plan for issuance of option grants to employees (including new hires), the Board will consider, at the first Board meeting following your hire, an increase of the equity pool under the Equity Plan of three percent (3%) of the Company' s fully diluted shares.

Compliance With Confidential Information Agreement and Company Policies

As a condition of employment, you must sign and comply with the Company' s standard form of Employee Confidential Information and Inventions Assignment Agreement (the "**Confidential Information Agreement**") which prohibits unauthorized use or disclosure of the Company' s proprietary information, among other obligations. In addition, you will be expected to abide by the Company' s rules and policies, as may be changed from time to time within the Company' s sole discretion.

Protection of Third Party Information

In your work for the Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises, or use in the performance of your duties, any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

Outside Activities

Throughout your employment with the Company, you may engage in civic and not-for-profit activities so long as such activities do not interfere with the performance of your duties hereunder or present a conflict of interest with the Company. Subject to the restrictions set forth herein and with the prior written consent of the Board, you may serve as a director of other corporations and may devote a reasonable amount of your time to other types of business or public activities not expressly mentioned in this paragraph. The Board may rescind its consent to your service as a director of all other corporations or participation in other business or public activities, if the Board, in its sole discretion, determines that such activities compromise or threaten to compromise the Company' s business interests or conflict with your duties to the Company.

During your employment by the Company, except on behalf of the Company, you will not directly or indirectly serve as an officer, director, stockholder, employee, partner, proprietor, investor, joint venturer, associate, representative or consultant of any other person, corporation, firm, partnership or other entity whatsoever known by you to compete with the Company (or is planning or preparing to compete with the Company), anywhere in the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that you may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (but without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange.

At-Will Employment Relationship

You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause, and with or without advance notice. Your employment at-will status can only be modified in a written agreement approved by the Board and signed by you and a duly authorized Member of the Board.

Dispute Resolution

To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in Palo Alto, California conducted by JAMS, Inc.

("**JAMS**") or its successor, under JAMS' then applicable rules and procedures for employment disputes. **By agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding.** You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (1) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (2) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator' s essential findings and conclusions on which the award is based. The Company shall bear JAMS' arbitration fees and administrative costs in excess of the court filing fees that you would be required to pay if the dispute was litigated in civil court. Nothing in this Agreement shall prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

Miscellaneous

As required by federal law, this offer is contingent upon satisfactory proof of your identity and right to work in the United States. This letter, together with your Confidential Information Agreement (which shall be provided to you by the Company), forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company' s or Board' s discretion in this letter, require a written modification approved by the Board and signed by a duly authorized Member of the Board. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures shall be equivalent to original signatures.

Please sign and date this letter and return it to me as soon as practicable if you wish to accept employment at the Company under the terms described above. I would be happy to discuss any questions that you may have about these terms.

We are delighted to be making this offer and the Board looks forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

/s/ Michael Speiser
Mike Speiser
Member, Board of Directors

Understood and Accepted:

/s/ Scott Dietzen	September 14, 2010
Scott Dietzen	Date

Exhibit 10.9

PURE STORAGE, INC.

November 13, 2012

David Hatfield

Re: Executive Employment Terms

Dear Dave:

On behalf of PURE Storage, Inc. (the "**Company**"), I am pleased to offer you employment at the Company on the terms set forth in this offer letter agreement (the "**Agreement**"). Your employment shall commence (the "**Start Date**") on January 15, 2013, or such other date as mutually agreed between you and the Company.

Employment Position and Duties

You will be employed in the executive position of President, and you shall perform the duties of such position as are customary, as specified in the Bylaws of the Company, and as may be required by me or the Company' s Board of Directors (the "**Board**"). You will report to me and you will be based in the Company' s corporate headquarters.

During your employment with the Company, you will devote your full-time best efforts and business time and attention to the business of the Company. Your employment relationship with the Company shall also be governed by the general employment policies and practices of the Company (except that if the terms of this Agreement differ from or are in conflict with the Company' s general employment policies or practices, this Agreement will control), and you will be required to abide by the general employment policies and practices of the Company. The Company reserves the right to change your position, duties, reporting relationship, work location, and the Company' s general employment policies and procedures, from time to time in its discretion.

Base Salary, Signing Bonus, and Employee Benefits

Your base salary will be paid at the initial rate of $25,000.00 per month (an annual rate of $300,000.00), less payroll deductions and withholdings. You will be paid your base salary on a semi-monthly basis, on the Company' s normal payroll schedule. As an exempt salaried employee, you will be required to work the Company' s normal business hours, and such additional time as appropriate for your work assignments and positions. You will not be eligible for overtime premiums.

You will be paid a signing and retention bonus in the amount of $250,000.00, less payroll deductions and withholdings (the "**Signing Bonus**"). The Signing Bonus will be paid to you no later than the first regular payroll date following your hire. If your employment terminates prior to the second anniversary of the

Start Date due to either a termination by the Company for Cause (as defined below) or a resignation by you (other than your resignation for Good Reason (as defined below)), then you agree to repay to the Company a portion of the Signing Bonus which is calculated as the full amount of the Signing Bonus reduced by 1/24th for each complete month of your employment. For example, if your employment terminates due to your resignation (other than resignation for Good Reason) on the fifth month anniversary of the Start Date, you will be obligated to repay 19/24th of the Signing Bonus (a total of $197,916.67). If repayment of the Signing Bonus is owed, your repayment shall be due no later than within thirty (30) days following your termination or resignation date.

As a regular, full-time employee, you will be eligible to participate in the Company' s standard employee benefits (pursuant to the terms and conditions of the benefit plans and applicable policies), as and when the Company adopts such benefit plans and programs. The Company retains the discretion to modify employee benefits from time to time in its discretion.

Annual Performance Bonus

In this position, you will be eligible to earn an annual performance bonus based on your performance and the Company' s performance against annual targets broken out with quarterly objectives. The annual on-target amount of your annual bonus will be set at $300,000.00 with payments made quarterly, but the actual amount of the bonus earned by you could be more or less than $300,000 per annum as determined by your performance relative to the applicable quarterly objectives. The performance bonus will not be capped annually. No amount of the annual bonus is guaranteed, and you must be an employee in good standing on the bonus payment date to be eligible to receive a bonus. The quarterly bonus payments, if earned, will be paid within thirty (30) days after the close of the quarter to which the bonus payment relates. Given your short period of employment in 2012, you will not be eligible for an annual performance bonus for 2012.

Compensation Terms Review

Your base salary and bonus eligibility will be reviewed on an annual or more frequent basis by the Board (or any authorized committee thereof), and are subject to change in the discretion of the Board (or any authorized committee thereof). The review by the Board will include consideration of your performance, the Company' s performance, then-current compensation market trends, and such other factors as the Board considers relevant.

Stock Options

1. Hire Option:

Subject to approval by the Board, the Company shall grant you an option under the PURE Storage, Inc. 2009 Equity Incentive Plan (the "**Equity Plan**") to purchase 1,673,527 shares of the Company' s Common Stock (the "**Hire Option**") at fair market value as determined by the Board as of the date of grant. You will be permitted to early exercise your Hire Option. Your grant agreement for the Hire Option will include a four-year vesting schedule subject to your continuous service to the Company (as defined in the Equity Plan), under which the shares subject to the Hire Option will vest in monthly installments equal to 1/48th of all shares beginning with the first monthly anniversary of the Start Date and continuing on a monthly basis thereafter, subject to your continuous service. The Hire Option (and the Performance Options described below) will be granted as Incentive Stock Options to the maximum amount permitted under the tax laws and the vesting schedules will be coordinated so that the Incentive Stock Options vest as early as possible in each calendar year.

If, at any time, the Company terminates your employment other than for Cause or you resign for Good Reason, twenty-five percent (25%) of the unvested shares subject to the Hire Option and any other then-outstanding stock options (but excluding the Performance Options) shall vest effective as of the termination or resignation date.

If, on or within eighteen (18) months after a Change in Control (as defined below), your employment with the Company terminates either by the Company (or its successor) other than for Cause, or by you due to a resignation for Good Reason (as defined below), all then-unvested outstanding shares subject to the Hire Option and any other then-outstanding stock options (including the Performance Options but only with respect to any shares that have converted to time-based vesting pursuant to the "Performance Options" section below) shall vest in full effective as of the termination or resignation date. In addition, should a Change in Control occur prior to the one year anniversary of your start date, then twenty-five percent (25%) of the shares subject to the Hire Option and the Performance Options shall accelerate and become vested upon the closing of the Change in Control.

Notwithstanding the foregoing, as a pre-condition of the accelerated vesting referenced in the two above paragraphs, you will be required to timely sign, date and return to the Company (or its successor), and to not subsequently revoke, a general release of all known and unknown claims in the form provided to you by the Company.

For purposes of this letter, the following definitions shall apply:

(1) Change in Control. A "**Change in Control**" shall mean the following: (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company' s voting power is transferred; provided that the foregoing shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or indebtedness of the Company is cancelled or converted or a combination thereof; or (C) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(2) Cause. "**Cause**" for the Company (or any acquiror or successor in interest thereto) to terminate your employment shall exist if any of the following occurs: (A) your conviction (including a guilty plea or plea of nolo contendere) of any felony, or any crime involving fraud, dishonesty or moral turpitude; (B) your commission or attempted commission of or participation in a fraud or act of dishonesty or misrepresentation against the Company; (C) your material violation of any material contract or agreement between you and the Company, including without limitation, material breach of your Confidential Information Agreement (defined below), or of any material Company policy, or of any statutory duty you owe to the Company; or (D) your conduct that constitutes gross insubordination, incompetence or habitual neglect of duties, *provided, however,* that the action or conduct described in clause (C) above and this clause (D) will constitute "Cause" only if such action or conduct continues after the Board has provided you with written notice thereof and thirty (30) days opportunity to cure the same

(provided that the Board is not obligated to provide such written notice and opportunity to cure if the action or conduct is not reasonably susceptible to cure). The determination that a termination is for Cause shall be made by the Board in its sole discretion.

(3) Definition of Good Reason. A resignation for "**Good Reason**" shall mean a resignation of your employment within one hundred twenty (120) days after the occurrence of any of the following events taken without your written consent which is not corrected within thirty (30) days after the Company (or any successor thereto) receives written notice from you that any of the following events have occurred (which notice must be provided to the Company by you within thirty (30) days after the occurrence of such event) and that you assert that grounds for a resignation for Good Reason exist as a result: (A) a material diminution of your duties, position or responsibilities, *provided, however,* a mere change in title or reporting relationship following a Change in Control will not by itself constitute "Good Reason" for your resignation, and *further provided, however,* that the acquisition of the Company and subsequent conversion of the Company as a whole to a division or unit of the acquiring entity will not by itself result in a "diminution;" (B) a reduction by the Company in the kind or level of employee benefits to which you are entitled immediately prior to such reduction with the result that your overall benefits package is significantly reduced; (C) a reduction in your base salary or reduction of your annual on-target bonus amount as in effect immediately prior to such reduction by more than ten percent (10%) (unless such reduction is made pursuant to an across the board reduction applicable to senior executives of the Company); or (D) the relocation of your assigned office location resulting in an increase in your one-way commuting distance from your residence by at least thirty (30) miles.

The Hire Option will be governed by the terms of the Equity Plan and its grant agreement (which will incorporate the above vesting acceleration terms).

2. Performance Options:

In addition, you will be granted two (2) performance options with the same per share exercise price as your Hire Option (the "**Performance Options**"), one of which will vest based on the level of achievement of the Company' s business plan for Fiscal Year 2014 (the "**FY 2014 Performance Option**") and the other of which will vest based on the level of achievement of the Company' s business plan for Fiscal Year 2015 (the "**FY 2015 Performance Option**"), as follows:

FY 2014 Performance Option: If the Company achieves at least 110% but less than 120% of the Fiscal Year 2014 business plan, the FY 2014 Performance Option will vest as to 83,676 shares of the Company' s Common Stock. If the Company achieves 120% or more of the Fiscal Year 2014 business plan, the FY 2014 Performance Option instead will vest as to 167,352 shares of the Company' s Common Stock. If the Company achieves less than 110% of the Fiscal Year 2014 business plan, no shares will vest under the FY 2014 Performance Option. If a Change in Control occurs prior to the end of Fiscal Year 2014, the FY 2014 Performance Option will vest on the same terms as the Hire Option (e.g., converts to time-based vesting).

FY 2015 Performance Option: If the Company achieves at least 110% but less than 120% of the Fiscal Year 2015 business plan, the FY 2015 Performance Option will vest as to 83,676 shares of the Company' s Common Stock at fair market value as determined by the Board as of the date of grant. If the Company achieves 120% or more of the Fiscal Year 2015 business plan, the FY 2015 Performance Option instead will vest as to 167,352 shares of the Company' s Common Stock at fair market value as determined by the Board as of the date of grant. If the Company achieves less than 110% of the Fiscal Year 2015 business plan, no shares will vest

under the FY 2015 Performance Option. If a Change in Control occurs prior to the end of Fiscal Year 2015, the FY 2015 Performance Option will vest on the same terms as the Hire Option (e.g., converts to time-based vesting).

The 2014 business plan and the 2015 business plan will be determined by the Board following consultation with you and the Chief Executive Officer.

Notwithstanding the above, no shares will vest under your Performance Options after the date you cease to be employed by the Company as President. The Performance Options will be granted under the Equity Plan and will be governed by the terms of the Equity Plan and your grant agreements.

3. Loans For Purchase of Options:

As discussed, at your election, the Company will provide you full-recourse loans in amounts of fifty percent (50%) of the exercise prices for the Hire Option and each of the Performance Options, or in lower amounts if you prefer smaller loans. Such loans will be governed in full by the terms of the Promissory Note(s) to be entered into by you and the Company, which will include the applicable repayment terms.

Compliance With Confidential Information Agreement and Company Policies

As a condition of employment, you must sign and comply with the enclosed Employee Confidential Information and Inventions Assignment Agreement (the "**Confidential Information Agreement**") which prohibits unauthorized use or disclosure of the Company' s proprietary information, among other obligations. In addition, you will be expected to abide by the Company' s rules and policies, as may be changed from time to time within the Company' s sole discretion.

Protection of Third Party Information

In your work for the Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company or by you in the course of your employment. You agree that you will not bring onto Company premises, or use in the performance of your duties, any trade secrets or unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company, including providing a copy of, any contract you have signed that may restrict your activities on behalf of the Company.

Outside Activities

Throughout your employment with the Company, you may engage in civic and not-for-profit activities so long as such activities do not interfere with the performance of your duties hereunder or present a conflict of interest with the Company. Subject to the restrictions set forth herein and with the prior written consent of the Board, you may serve as a director of other corporations and may devote a reasonable amount of your time to other types of business or public activities not expressly mentioned in this paragraph. The Board may rescind its consent to your service as a director of all other corporations or participation in other business or public activities, if the Board, in its sole discretion, determines that such activities compromise or threaten to compromise the Company' s business interests or conflict with your duties to the Company.

During your employment by the Company, except on behalf of the Company, you will not directly or indirectly serve as an officer, director, stockholder, employee, partner, proprietor, investor, joint venturer, associate, representative or consultant of any other person, corporation, firm, partnership or other entity whatsoever known by you to compete with the Company (or is planning or preparing to compete with the Company), anywhere in the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that you may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (but without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange.

At-Will Employment Relationship

You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause, and with or without advance notice. Your employment at-will status can only be modified in a written agreement approved by the Board and signed by you and a duly authorized Member of the Board.

Severance Benefits

If, at any time, the Company terminates your employment without Cause, and other than as a result of your death or disability, or you terminate your employment for Good Reason, and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)) (a "**Separation from Service**"), you shall be entitled to receive the following severance benefits (the "**Severance Benefits**"):

Severance Pay: You shall be entitled to severance pay in the form of continuation of your base salary in effect on the effective date of termination for the first nine (9) months after the date of such termination; and

COBRA Payments: If you timely elect continued coverage under federal COBRA laws or comparable state insurance laws ("**COBRA**"), then the Company shall pay the COBRA premiums necessary to continue your medical insurance coverage in effect for yourself and your eligible dependents on the termination date for the first nine (9) months of such coverage (provided that such COBRA reimbursement shall terminate on such earlier date as you are no longer eligible for COBRA coverage or you become eligible for group health insurance benefits through a new employer). Notwithstanding the previous sentence, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made for the same period of time that the Company otherwise would have paid your COBRA premiums hereunder.

Accelerated vesting of stock options pursuant to the "Stock Option" section provided above.

As a pre-condition to receipt of the Severance Benefits you will be required to timely sign, date and return to the Company, and to not subsequently revoke, a general release of all known and unknown claims in the form provided to you by the Company. The salary continuation payments described in the above paragraph will be paid in substantially equal installments on the Company' s regular payroll schedule subject to standard deductions and withholdings over the nine-month period following termination; *provided, however,* that the payments will commence on the first payroll date following the effective date of the general release of all known and unknown claims.

Dispute Resolution

To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco, California conducted by JAMS, Inc. ("**JAMS**") or its successor, under JAMS' then applicable rules and procedures for employment disputes. **By agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding.** You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (1) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (2) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator' s essential findings and conclusions on which the award is based. The Company shall bear JAMS' arbitration fees and administrative costs in excess of the court filing fees that you would be required to pay if the dispute was litigated in civil court. Nothing in this Agreement shall prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

Legal Fees

The Company agrees to reimburse your reasonable legal fees incurred for review and finalization of this Agreement, up to a maximum aggregate reimbursement amount of $10,000.00. To be eligible for reimbursement, you must provide satisfactory proof of the amount of your actual legal fees (i.e., a copy of your legal invoice).

Section 409A Compliance

Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to you, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Code Section 409A, and the final regulations and any guidance promulgated thereunder ("**Section 409A**") (together, the "**Deferred Payments**") will be paid or otherwise provided until you have a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to you, if any, pursuant to this

Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until you have a "separation from service" within the meaning of Section 409A.

Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following your separation from service, or, if later, such time as required by the terms of this Agreement. Unless otherwise required by the terms of this Agreement, any installment payments that would have been made to you during the sixty (60) day period immediately following your separation from service but for the preceding sentence will be paid to you on the sixtieth (60th) day following your separation from service and the remaining payments shall be made as provided in this Agreement.

Notwithstanding anything to the contrary in this Agreement, if you are a "specified employee" within the meaning of Section 409A at the time of your termination (other than due to death), then the Deferred Payments that are payable within the first six (6) months following your separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of your separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if you die following your separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of your death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above.

Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and you agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A.

Miscellaneous

As required by federal law, this offer is contingent upon satisfactory proof of your identity and right to work in the United States. This letter, together with your Confidential Information Agreement, forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company' s or Board' s discretion

in this letter, must be in writing and signed by a duly authorized officer of the Company. This letter agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This letter agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles. Any ambiguity in this letter agreement shall not be construed against either party as the drafter. Any waiver of a breach of this letter agreement, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This letter agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures and signatures transmitted by electronic PDF file shall be equivalent to original signatures.

To accept employment with the Company under the terms described above, please sign and date this letter, and sign and date the enclosed Confidential Information Agreement, and return both signed documents to me as soon as practicable. I would be happy to discuss any questions that you may have about these terms.

We are delighted to be making this offer and we look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

/s/ Scott Dietzen
Scott Dietzen
Chief Executive Officer

Reviewed, Understood, and Accepted:

/s/ David Hatfield — 11-11-12
David Hatfield — Date

Enclosure: Employee Confidential Information and Inventions Assignment Agreement

Exhibit 10.10

July 14, 2014

Tim Riitters

Re: Employment Terms

Dear Tim:

Pure Storage, Inc. (the "Company") is pleased to offer you employment with the Company on the following terms.

I. Employment Position and Duties

You will be employed in the executive position of Chief Financial Officer, and you shall perform the duties of such position as are customary, as specified in the Bylaws of the Company, and as may be required by the Board. You will report to the Company' s Chief Executive Officer and you will be based in the Company' s corporate headquarters located at 650 Castro Street in Mountain View, CA.

II. Base Salary, Bonus and Benefits

Your annual base salary will be $20,833.33 per month (an annual rate of $250,000), less payroll deductions and withholdings, and will be paid semi-monthly. In addition, you will be eligible to earn a bonus with an annual target of $125,000, paid in quarterly installments, based on the company' s achievement of the Global Bookings target for that quarter as set by the CEO (this bonus will be prorated for the first period based upon your hire date). The quarterly bonus payout will be multiplied by the following achievement factors:

0% - 49% achievement: 0% pay-out

50% - 74% achievement: 50% pay-out

75% - 99% achievement : 75% pay-out

100% - 124% achievement: 100% pay-out

125% - 149% achievement: 125% pay-out

> 149% achievement: 150% pay-out

As a regular, full-time employee, you will be eligible to participate in the Company' s standard employee benefits (pursuant to the terms and conditions of the benefit plans and applicable policies), as and when the Company adopts such benefit plans and programs. A list of the present plans and programs is attached hereto as Exhibit A. The Company retains the discretion to modify employee benefits from time to time in its discretion.

III. Stock Options

The Company shall grant you an option under the Pure Storage, Inc. 2009 Equity Incentive Plan (the "Plan") to purchase 1,400,000 shares (the "Option") of the Company' s Common Stock at fair market value as determined by the Board as of the date of grant (currently with a strike price

of $8.46 per share, but subject to change with our 409A valuation). Your grant agreement will include a vesting schedule under which 1,050,000 of your shares will vest monthly over four years with a one year cliff beginning on your start date, and 350,000 of your shares will vest monthly over two years beginning on the fourth anniversary of your start date.

If, on or within twelve (12) months after a Change in Control, your employment with the Company terminates either by the Company (or its successor) other than for Cause, or by you due to a resignation for Good Reason, all of the then-unvested shares subject to the Option shall vest effective as of your termination or resignation date. Notwithstanding the foregoing, as a pre-condition of the accelerated vesting referenced in the immediately preceding sentence, you will be required to timely sign, date and return to the Company, and to not subsequently revoke, a general release of all known and unknown claims in the form provided to you by the Company, which is attached hereto as Exhibit B. Nothing in the Release will require you to make untruthful statements or misrepresentations of facts or beliefs, nor shall it require that you violate any law or regulation, or refuse to cooperate with legal authorities in any way, nor shall it require you to continue to work without compensation at a level and in an amount that you approve. Cause, Good Reason and Change of Control shall have the definitions set forth below.

The Company will provide you with full-recourse loans in an amount equal to fifty percent (50%) of the exercise price for those Options exercised by you at an interest rate equal to the Applicable Federal Rate as of the date of the loan; provided any such loans will be due and payable on the earliest of: (i) the nine year anniversary of the loan, (ii) 30 days after the termination of your employment with the Company, and (iii) the date the Company files a registration statement under the Securities Act of 1933, and no additional loans shall be extended after such date.

IV. Definition of Terms:

(A) A "**Change in Control**" shall mean the following: (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company' s voting power is transferred; provided that the foregoing shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or indebtedness of the Company is cancelled or converted or a combination thereof; or (C) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(B) "**Cause**" for the Company (or any acquirer or successor in interest thereto) to terminate your employment shall exist if any of the following occurs: (A) your conviction (including a guilty plea or plea of nolo contendere) of any felony or any other crime involving fraud, dishonesty or moral turpitude; (B) your commission or attempted

commission of or participation in a fraud or act of dishonesty or misrepresentation against the Company; (C) your material violation of any contract or agreement between you and the Company, including without limitation, material breach of your Confidential Information and Inventions Assignment Agreement, or of any material Company policy, or of any material statutory duty you owe to the Company; or (D) your conduct that constitutes gross insubordination, incompetence or habitual neglect of duties, *provided, however,* that the action or conduct described in clause (C) above and this clause (D) will constitute "Cause" only if such action or conduct continues after the Board has provided you with written notice thereof and thirty (30) days opportunity to cure the same (provided that the Board is not obligated to provide such written notice and opportunity to cure if the action or conduct is not reasonably susceptible to cure). The determination that a termination is for Cause shall be made by the Board in its sole discretion.

(C) A resignation for "**Good Reason**" shall mean a resignation of your employment within one hundred twenty (120) days after the occurrence of any of the following events taken without your written consent which is not corrected within thirty (30) days after the Company (or any successor thereto) receives written notice from you that any of the following events have occurred (which notice must be provided to the Company by you within thirty (30) days after the occurrence of such event) and that you assert that grounds for a resignation for Good Reason exist as a result: (A) a material diminution of your duties, position or responsibilities, *provided, however,* a mere change in title or reporting relationship following a Change of Control will not by itself constitute "Good Reason" for your resignation, and *further provided, however,* that the acquisition of the Company and subsequent conversion of the Company as a whole to a division or unit of the acquiring entity will not by itself result in a "diminution;" (B) a reduction by the Company in your base salary as in effect immediately prior to such reduction by more than ten percent (10%) (unless such reduction is made pursuant to an across the board reduction applicable to senior executives of the Company) or (C) the relocation of your assigned office location resulting in an increase in your one-way commuting distance from your residence by at least forty-five (45) miles.

V. Compliance with Confidential Information Agreement and Company Policies

As a condition of employment, you must sign and comply with the Employee Confidential Information and Inventions Assignment Agreement attached hereto as Exhibit C, which prohibits unauthorized use or disclosure of the Company' s proprietary information, among other obligations.

In your work for the Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. The foregoing will not prohibit you from using information that is generally known and used by persons with training and experience comparable to your own, and which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person which would be in violation of any confidentiality or other legal

obligations you have to such prior employer or other person. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

VI. Outside Activities

Throughout your employment with the Company, you may engage in civic and not-for-profit activities so long as such activities do not interfere with the performance of your duties hereunder or present a conflict of interest with the Company. Subject to the restrictions set forth herein and with the prior written consent of the Board, you may serve as a director of other corporations and may devote a reasonable amount of your time to other types of business or public activities not expressly mentioned in this paragraph. The Board may rescind its consent to your service as a director of all other corporations or participation in other business or public activities, if the Board, in its sole discretion, determines that such activities compromise or threaten to compromise the Company' s business interests or conflict with your duties to the Company.

During your employment by the Company, except on behalf of the Company, you will not directly or indirectly serve as an officer, director, stockholder, employee, partner, proprietor, investor, joint venturer, associate, representative or consultant of any other person, corporation, firm, partnership or other entity whatsoever known by you to compete with the Company (or is planning or preparing to compete with the Company), anywhere in the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that you may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (but without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange.

VII. At-Will Employment Relationship

You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by an officer of the Company.

VIII. Severance Benefits

If, at any time, the Company terminates your employment without Cause, and other than as a result of your death or disability, or you terminate your employment for Good Reason, and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)) (a "**Separation from Service**"), you shall be entitled to receive the following severance benefits (the "**Severance Benefits**"):

> **Severance Pay:** You shall be entitled to severance pay in the form of continuation of your base salary in effect on the effective date of termination for the first nine (9) months after the date of such termination and you shall continue to vest in the Stock Options granted in paragraph IV for six (6) months after the date of such termination; and

COBRA Payments: If you timely elect continued coverage under federal COBRA laws or comparable state insurance laws ("**COBRA**"), then the Company shall pay the COBRA premiums necessary to continue your medical insurance coverage in effect for yourself and your eligible dependents on the termination date for the first nine (9) months of such coverage (provided that such COBRA reimbursement shall terminate on such earlier date as you are no longer eligible for COBRA coverage or you become eligible for group health insurance benefits through a new employer). Notwithstanding the previous sentence, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made for the same period of time that the Company otherwise would have paid your COBRA premiums hereunder.

As a pre-condition to receipt of the Severance Benefits you will be required to timely sign, date and return to the Company, and to not subsequently revoke, a general release of all known and unknown claims in the form provided to you by the Company, which is attached hereto as Exhibit B, and which Release shall not in an way require you to make untruthful statements or misrepresentations of facts or beliefs, nor shall it require that you violate any law or regulation, or refuse to cooperate with legal authorities in any way, nor shall it require you to continue to work without compensation at a level and in an amount that you approve. The salary continuation payments described in the above paragraph will be paid in substantially equal installments on the Company' s regular payroll schedule subject to standard deductions and withholdings over the nine-month period following termination; *provided, however,* that the payments will commence on the first payroll date following the effective date of the general release of all known and unknown claims.

IX. Dispute Resolution

To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in Palo Alto, California conducted by JAMS, Inc. ("JAMS") or its successor, under JAMS' then applicable rules and procedures for employment disputes. The JAMS Employment Arbitration Rules and Procedures are available for review on JAMS' web site at http://www.jamsadr.com/rules-employment-arbitration/ The arbitrator shall: (a) have the authority to compel adequate discovery

for the resolution of all Claims and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator' s essential findings and conclusions and a statement of the award. The Company shall pay all administrative fees. You may be represented by your own attorney, at your expense. You and the Company both acknowledge that, by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any Claims through a trial by jury or judge. Nothing in this agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. This offer is contingent upon a background check clearance, reference check, and satisfactory proof of your right to work in the United States, which must be completed prior to your first day of employment. You agree to assist as needed and to complete any documentation at the Company' s request to meet these conditions.

X. Section 409A Compliance

Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to you, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Code Section 409A, and the final regulations and any guidance promulgated thereunder ("**Section 409A**") (together, the "**Deferred Payments**") will be paid or otherwise provided until you have a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to you, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until you have a "separation from service" within the meaning of Section 409A.

Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following your separation from service, or, if later, such time as required by the terms of this Agreement. Unless otherwise required by the terms of this Agreement, any installment payments that would have been made to you during the sixty (60) day period immediately following your separation from service but for the preceding sentence will be paid to you on the sixtieth (60th) day following your separation from service and the remaining payments shall be made as provided in this Agreement.

Notwithstanding anything to the contrary in this Agreement, if you are a "specified employee" within the meaning of Section 409A at the time of your termination (other than due to death), then the Deferred Payments that are payable within the first six (6) months following your separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of your separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if you die following your separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of your death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. [Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of this paragraph X.

Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of this paragraph X.

The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and you agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A.

XI. Miscellaneous

This offer is contingent upon a background check clearance, reference check, and satisfactory proof of your right to work in the United States, which the parties agree must be completed prior to your first day of employment. You agree to assist as needed and to complete any documentation at the Company' s request to meet these conditions.

This letter, together with your Employee Confidential Information and Inventions Assignment Agreement, forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company' s discretion in this letter, require a written modification signed by an officer of the Company.

Please sign and date this letter, and the enclosed Employee Confidential Information and Inventions Assignment Agreement and return them to me on or before 24 July 2014 if you wish to accept employment at the Company under the terms described above. If you accept our offer, we would like you to start on or before 25 August 2014, or sooner if you can.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

/s/ Scott Dietzen
Scott Dietzen, CEO

Accepted:

/s/ Tim Riitters
Tim Riitters

July 14, 2014
Date

Attachments:

Exhibit A: List of Benefits

Exhibit B: Form of Release

Exhibit C: Employee Confidential Information and Inventions Assignment Agreement

Exhibit 10.11

MOUNTAIN VIEW CITY CENTER

NET OFFICE LEASE

by and between

EAGLE SQUARE PARTNERS,

a California limited partnership,

as Lessor

and

PURE STORAGE, INC.,

a Delaware corporation,

as Lessee

CITY CENTER

NET OFFICE LEASE

For and in consideration of rentals, covenants, and conditions hereinafter set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the herein described Premises for the term, at the rental rate specified herein and subject to and upon all of the terms, covenants and agreements set forth in this lease ("Lease"):

1. SUMMARY OF LEASE PROVISIONS.

a. Lessee: PURE STORAGE, INC., a Delaware corporation ("Lessee").

b. Lessor: EAGLE SQUARE PARTNERS, a California limited partnership ("Lessor").

c. Date of Lease (for reference purposes only): September 12, 2013.

d. Premises: That certain office space commonly known as 650 Castro Street, Suite 260, Mountain View, California, and shown cross-hatched on the reduced floor plan attached hereto as Exhibit "A" consisting of approximately sixteen thousand four hundred forty-two (16,442) square feet of Rentable Area (the "Suite 260 Space") and that certain office space commonly known as 650 Castro Street, Suite 300, Mountain View, California, and also shown cross-hatched on the reduced floor plan attached hereto as Exhibit "A," consisting of approximately twenty-eight thousand sixty-four (28,064) square feet of Rentable Area (the "Suite 300 Space"), the Suite 260 Space and the Suite 300 Space together consisting of approximately forty-four thousand five hundred six (44,506) square feet of Rentable Area and being referred to herein collectively as the "Premises". (ARTICLE 2)

e. Term: Seventy-Two (72) months (ARTICLE 3)

f. Commencement Date: The date ("Commencement Date") that is the forty-fifth (45th) day after Lessor delivers possession of the Premises to Lessee (and the parties anticipate that the Commencement Date will be on or about April 15, 2014 but acknowledge that it could be earlier or later than such date). (ARTICLE 3)

g. Lease Termination: The date which is the last day of the calendar month within which the last day of the period of the Term specified in Article 1.e. following the Commencement Date occurs ("Expiration Date") (which Expiration Date will be April 30, 2020 if the Commencement Date is April l5, 2014), unless sooner terminated pursuant to the terms of this Lease. (ARTICLE 3)

h. Base Rent;

Months	Base Rent Per Month Per SF of Rentable Area	Base Rent Per Month
01-12	$ 5.95	$264,810.70
13-24	$ 6.19	$275,403.13
25-36	$ 6.44	$286,419.26
37-48	$ 6.69	$297,876.03
49-60	$ 6.96	$309,791.07
61-72 *	$ 7.24	$322,182.71

* The Base Rent applicable to the period of Months 61-72 shall also apply to the period from the end of such 72-month period through and including the Expiration Date, if applicable.

i. Security Deposit: Four Million Five Hundred Fifty Thousand Two Hundred Ninety-Three and 44/100 Dollars ($4,550,293.44). (ARTICLE 6)

j. Lessee' s Percentage Share: forty-three and seven hundredths percent (43.07%). (ARTICLE 7)

k. Parking: Nonexclusive right to use no more than three (3) parking spaces within the underground parking structure serving the Project per each one thousand (1,000) square feet of Rentable Area in the Premises, at no charge during the term of this Lease. (ARTICLE 26)

l. Addresses for Notices:

Lessor: c/o Prometheus Real Estate Group, Inc.
1900 South Norfolk Street, Suite 150

San Mateo, CA 94403
Attn: Executive Vice President
Telephone No.: (650) 931-3400
Fax No.: (650) 931-3600

with a concurrent copy to:

c/o Prometheus Real Estate Group, Inc.
1900 South Norfolk Street, Suite 150
San Mateo, CA 94403
Attn: Brett Miles
Telephone No.: (650) 931-3413
Fax No.: (650) 931-3613

and with a concurrent copy to the
Project Management Office at:

20400 Stevens Creek Boulevard, Suite 130
Cupertino, California 95014
Attn: Senior Portfolio Manager
Telephone No.: (408) 873-0121
Fax No.: (408) 873-0122

Lessee: Pure Storage, Inc.
650 Castro Street, Suite 400
Mountain View, California 94041
Attn: David Clay

With a copy to:

Hopkins & Carley, LLC
200 Page Mill Road, Suite 200
Palo Alto, California 94306
Attention: David Brown

m. Broker: Cassidy Turley as Lessor' s broker and Cornish and Carey Commercial Newmark Knight Frank as Lessee' s broker. (ARTICLE 53)

n. Intentionally Omitted.

o. Summary Provisions in General. Parenthetical references in this Article 1 to other articles in this Lease are for convenience of reference, and designate some of the other Lease articles where applicable provisions are set forth. All of the terms and conditions of each such referenced article shall be construed to be incorporated within and made a part of each of the above referred to Summary of Lease Provisions. If any conflict exists between any Summary of Lease Provisions as set forth above and the balance of the Lease, then the latter shall control.

2. PREMISES DEMISED. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises described in Article 1.d., subject, nevertheless, to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Lease, the Premises shall be deemed for all purposes of this Lease to contain the amount of Rentable Area specified in Article 1.d. above, notwithstanding any deviation in actual Rentable Area of the Premises from such amount. Calculation of the actual "Rentable Area" of the Building and Project shall be performed by Lessor' s architect in accordance with Building measurement standards (which are currently BOMA 1996), which calculation shall be conclusive and binding upon Lessor and Lessee. The Premises is approximately as shown as cross-hatched on the floor plan(s) attached hereto as Exhibit "A". As used in this Lease, the term "Building" shall mean the building at the address listed in Article 1.d. above in which the Premises is located. The Building is situated upon the parcel(s) of land shown on Exhibit "B" attached hereto (collectively, the "Parcel"). The Building and the "Exterior Common Area" (as defined in Article 55 below) and all other improvements as now or hereafter located on the Parcel, if any, are herein sometimes referred to collectively as the "Project".

3. TERM. The term of this Lease shall be for the period designated in Article 1.e., commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1.g., unless sooner terminated pursuant to this Lease ("Term"). The expiration or sooner termination of the Lease is hereinafter referred to as "Lease Termination".

4. POSSESSION.

a. "As-Is Condition"/Delay in Possession. Lessee acknowledges that, subject to the last sentence of this Article 4a, it is leasing the Premises in its "as-is, where is" condition, without any obligation on the part of Lessor to make or pay for any improvements therein. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee by April 15, 2014, this Lease shall not be void or

voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; except, however, that in such event the "Commencement Date" for all purposes of this Lease shall be adjusted to be the date that is forty-five (45) days after the date on which Lessor delivers possession or such earlier date upon which such delivery of possession would have occurred but for delay in delivery of possession of the Premises caused and/or contributed to by Lessee and/or Lessee' s agents, officers, employees, representatives, contractors, servants, invitees and/or guests (collectively "Lessee' s Agents"), and the "Expiration Date" for all purposes of this Lease shall be the date which is the last day of the calendar month within which the last day of the period of the Term specified in Article 1.e. following such Commencement Date occurs. For example, if the Commencement Date is April 15, 2014, then the Expiration Date shall be April 30, 2020, unless sooner terminated pursuant to the terms of this Lease. Lessor shall deliver the Premises with all building systems in good working condition.

b. Early Possession. If Lessor permits Lessee to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the Expiration Date.

c. Certificates and Licenses. Prior to occupancy, Lessee shall provide to Lessor the certificate(s) of insurance required by Article 16 and a copy of all licenses and authorizations that may be required for the lawful operation of Lessee' s business upon the Premises, including any City business licenses as may be required.

5. RENT. Lessee agrees to pay to Lessor as rental for the Premises, without offset, deduction, prior notice or demand, the monthly Base Rent designated in Article 1.h. Beginning on the Commencement Date, Base Rent shall be payable monthly in advance on or before the first day of each calendar month during the Term, except that Base Rent and the Lessee' s Percentage Share of Building Taxes and Building Operating Expenses for the first full calendar month during the Term shall be paid upon the execution of this Lease, and if the Commencement Date is other than the first day of a calendar month, Base Rent for the initial partial calendar month during the Term shall be prorated and paid upon the Commencement Date. Base Rent for any period during the Term which is for less than one (1) month shall be prorated based upon a thirty (30) day month. Base Rent and all other amounts owing to Lessor pursuant to this shall be paid to Lessor in lawful money of the United States of America which shall be legal tender at the time of payment, at the office of the Project, or to such other person or at such other place as Lessor may from time to time designate in writing.

6. SECURITY DEPOSIT. Lessee hereby grants to Lessor a security interest in the security deposit in the amount set forth in Article 1.i. ("Security Deposit") in accordance with applicable provisions of the California Commercial Code. The Security Deposit shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the Term. If Lessee defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of Rentals or relating to the condition of the Premises at Lease Termination, and such default is not cured within the applicable notice and cure period, Lessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rental or any other sum in default, or for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee' s default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee' s default. If any portion of the Security Deposit is so used or applied, Lessee shall within five (5) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount and Lessee' s failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on the Security Deposit. Lessor is not a trustee of the Security Deposit and may use it in ordinary business, transfer it or assign it, or use it in any combination of such ways. If Lessee fully and faithfully performs every provision of this Lease to be performed by it, the remaining portion of the Security Deposit shall be returned to Lessee (or, at Lessor' s option, to the last assignee of Lessee' s interest hereunder) within two (2) weeks after Lease Termination and vacation of the Premises by Lessee or its last assignee; provided, however if any portion of the Security Deposit is to be applied to repair damages to the Premises caused by Lessee or Lessee' s Agents or to clean the Premises, then the balance of the Security Deposit shall be returned to Lessee (or, at Lessor' s option to the last assignee of Lessee' s interests hereunder) no later than thirty (30) days from the date Lessor receives possession of the Premises. Lessee waives any rights it may have under Section 1950.7 of the California Civil Code with respect to the Security Deposit. Lessee shall not transfer or encumber the Security Deposit nor shall Lessor be bound by Lessee' s attempt to do so. If Lessor' s interest in this Lease is terminated, Lessor may transfer the Security Deposit to Lessor' s successor in interest, and upon such transfer, Lessor shall be released from any liability to Lessee with respect to the Security Deposit and Lessee shall look only to the transferee for any return of the Security Deposit to which Lessee may be entitled.

The Security Deposit shall be in the form of a letter of credit. Upon Lessee' s execution and delivery of this Lease, Lessee shall deposit with Lessor a clean, irrevocable and unconditional letter of credit in the form of Exhibit "D" attached hereto ("Letter of Credit") issued by Silicon Valley Bank or another bank approved by Lessor in its reasonable judgment (hereinafter referred to as the "Bank") in favor of Lessor, in the amount set forth in Article 1.i. as security for the faithful performance and observance by Lessee of the terms, conditions and provisions of this Lease, including without limitation the surrender of possession of the Premises to Lessor as herein provided. The Letter of Credit shall have a term which expires no sooner than thirty (30) days after the Expiration Date, or Lessee may deliver a one (1) year unconditional and irrevocable Letter of Credit which by its terms automatically, for the remainder of the Term plus thirty (30) days, renews for successive one (1) year periods unless the Bank provides no less than thirty (30) days written notice to Lessor that such Letter of Credit shall not be renewed, in which event Lessor shall have the right to draw down the entire amount of the Letter of Credit unless Lessee substitutes, prior to the expiration of such Letter of Credit, a new Letter of Credit which meets the requirements of this Article 6. If Lessee defaults in respect of any of the terms, conditions or provisions of this Lease including, but not limited to, the payment of Base Rent, and such default is not cured within the applicable notice and cure period, (i) Lessor shall have the right to require the Bank to make payment to Lessor or its designee of that portion of the Letter of Credit sufficient to cover Lessor' s damages for such default, and (ii) Lessor shall apply such sum so paid to it by Lessee or the Bank to the extent required for the payment of any Base Rent or any other sum as to which Lessee is in default, and (iii) upon receipt of a restored Letter of Credit as provided in the immediately following sentence, Lessor shall return any remainder of such sum paid to it by the Bank or Lessee, if any, to Lessee. In the event of any such draw of the Letter of Credit, Lessee shall within five (5) business days restore the Letter of Credit to the amount required herein.

Lessee, at any time during the term hereof (including any extension and including prior to the Commencement Date), but at least forty-five (45) days prior to the expiration of the Letter of Credit, may deposit with Lessor the equivalent cash amount as security hereunder in lieu of the Letter of Credit. Lessor shall have all of the same rights with respect to such cash security as Lessor has hereunder with respect to the Letter of Credit, and Lessee shall have the same obligations with respect to the deposit of additional funds with Lessor if Lessor applies or retains all or any portion of such cash security as provided in the previous subsection. Lessor shall not be required to deposit such cash in a segregated, interest bearing account.

The Letter of Credit and/or cash, except as same may have been applied by Lessor in accordance with this Lease, shall be returned to Lessee within two (2) weeks after Lease Termination and vacation of the Premises by Lessee or its last assignee; provided, however if any portion of the Letter of Credit and/or cash deposit is to be applied to repair damages to the Premises caused by Lessee or Lessee' s Agents or to clean the Premises, then the balance of the Letter of Credit and/or cash deposit shall be returned to Lessee (or, at Lessor' s option to the last assignee of Lessee' s interests hereunder) no later than thirty (30) days from the date Lessor receives possession of the Premises. Lessee waives any rights it may have under Section 1950.7 of the California Civil Code (excluding subsection (b)) with respect to the Letter of Credit and/or cash deposit. Lessee shall not transfer or encumber the Letter of Credit and/or cash deposit nor shall Lessor be bound by Lessee' s attempt to do so. If Lessor' s interest in this Lease is terminated, Lessor may transfer the Letter of Credit and/or cash deposit to Lessor' s successor in interest and Lessee shall look only to the transferee for any return of the Letter of Credit and/or cash deposit to which Lessee may be entitled.

Notwithstanding anything to the contrary contained in this Lease, upon execution of this Lease, the amount of the Security Deposit, whether in the form of a Letter of Credit or cash, as the case may be (and for the purposes of the remaining portion of this Section 6, the term Security Deposit shall mean either the Letter of Credit or cash, as the case may be), shall be $1,516,764.48. Not later than December 9, 2013, Lessee shall deliver to Lessor Lessee' s audited or certified (by Lessee' s chief financial officer) financial statements ("Financial Statements") for the period from August 1, 2013 to November 30, 2013. Lessor shall review such Financial Statements and determine on or before December 16, 2013, the Burn Ratio (as herein defined). If the Burn Ratio is greater than or equal to zero (0) and less than 1.75, then (x) within five (5) business days after Lessor delivers to Lessee its Burn Ratio determination, Lessee shall deliver to Lessor either (i) an additional Letter of Credit in the amount of $1,516,764.48 or (ii) a substitute or amended Letter of Credit in the amount of $3,033,528.96, and (y) on or before March 15, 2014, Lessee shall deliver to Lessor either (i) an additional Letter of Credit in the amount of $1,516,764.48 or (ii) a substitute or amended Letter of Credit in the amount of $4,550,293.44, which Letter(s) of Credit, in any such case, meet(s) the requirements of this Article 6. If the Burn Ratio is equal to or greater than 1.75, then on or before March 15, 2014, Lessee shall deliver to Lessor either (i) an additional Letter of Credit in the amount of $3,033,528.96 or (ii) a substitute or amended Letter of Credit in the amount of $$4,550,293.44, which Letter(s) of Credit, in either case, meet(s) the requirements of this Article 6. If Lessee fails to provide the Financial Statements described in this grammatical paragraph to Lessor on or before December 13, 2013, time being of the essence, then notwithstanding anything to the contrary contained in this Article 6, the Burn Ratio shall be deemed 0 and Lessor shall be deemed to have delivered to Lessee its Burn Ratio determination on December 9, 2013. Lessee hereby represents and warrants to Lessor that any Financial Statements delivered to Lessor pursuant to this Article 6 shall be true, correct and complete.

At Lessee' s written request (which request shall be accompanied by Lessee' s Financial Statements for the three (3) calendar quarters occurring immediately prior to such request and which request shall state the amount of reduction in Security Deposit being requested by Lessee, which of the following applicable provisions of this Article 6 (i.e., paragraphs a., b. and/or c.) Lessee is relying on in making such request and a calculation of the applicable reduction if the provisions of a. or b. below are the basis for any such requested reduction in the Security Deposit)(collectively, "Lessee' s Request Package"), the Security Deposit shall be reduced according to the following provisions. Any such request can be made no more than one (1) time during any twelve (12) month period commencing on the first day of the twenty-fifth month of the Term. Upon receipt of a complete Lessee' s Request Package, Lessee' s Security Deposit shall be reduced according to the following provisions (and Lessor and Lessee acknowledge and agree that more than one of the following provisions may apply to reduce Lessee' s Security Deposit). Any such reduction shall only become effective upon Lessor confirming to Lessee in writing that such reduction has been approved by Lessor (such approval not to be unreasonably withheld) based on Lessor' s review of Lessee' s Request Package and any other relevant information requested by Lessor in order to make the applicable determination. If Lessor does not reasonably approve of any such requested reduction, then Lessee can elect to dispute the Lessor' s decision pursuant to the provisions of Exhibit `"E" attached hereto.

a. If Cash Flow from Operations (as herein defined), is positive, then the amount of the Security Deposit shall be decreased based on the Cash Flow/Rent Ratio (as herein defined) as follows:

If the Cash Flow/Rent Ratio is 1.76 − 2.00 then the Security Deposit shall be reduced to $379,191.12
If the Cash Flow/Rent Ratio is 1.51 − 1.75 then the Security Deposit shall be reduced to $1,137,573.36
If the Cash Flow/Rent Ratio is 1.26 − 1.50 then the Security Deposit shall be reduced to $1,516,764.48
If the Cash Flow/Rent Ratio is 1.01 − 1.25 then the Security Deposit shall be reduced to $1,895,955.60
If the Cash Flow/Rent Ratio is 0.76 − 1.00 then the Security Deposit shall be reduced to $2,275,146.72

If the Cash Flow/Rent Ratio is 0.51 − 0.75 then the Security Deposit shall be reduced to $3,033,528.96
If the Cash Flow/Rent Ratio is 0.26 − 0.50 then the Security Deposit shall be reduced to $3,412,720.08
If the Cash Flow/Rent Ratio is 0.01 − 0.25 then the Security Deposit shall be reduced to $3,791,911.20

b. If the Burn Ratio is (i) more than two (2) years longer than the remaining Term of this Lease (as of the date of determination of the Burn Ratio), than the Security Deposit shall be reduced to $758,382.24, (ii) more than one (1) year longer than the remaining Term of this Lease but no more than two (2) years longer than the remaining

Term of this Lease (as of the date of determination of the Burn Ratio), than the Security Deposit shall be reduced to $1,516,764.48, and (iii) at least equal to the remaining Term of this Lease but no more than one (1) year longer than the remaining Term of this Lease (as of the date of determination of the Burn Ratio), than the Security Deposit shall be reduced to $3,033,528.96.

c. If Lessee completes an initial public offering that produces more than one hundred twenty-five million dollars ($125,000,000) in net proceeds to the Lessee, as determined in accordance with generally accepted accounting principles ("GAAP"), then the Security Deposit shall be reduced to Three Million Dollars ($3,000,000).

For the purposes of this Article 6, the following terms shall have the following meanings:

"Burn Ratio" shall mean, for the applicable period (four calendar months or three calendar quarters, as applicable), the average monthly cash balances of Lessee' s accounts maintained with Institutional Lenders as evidenced by bank statements provided by the applicable Institutional Lenders, divided by the total average monthly Cash Flow from Operations (if negative but expressed as a positive number). (For example, if the average monthly cash balance is $1,000,000 and the total monthly average Cash Flow from Operations was negative $400,000, then the Burn Ratio would be 2.5)

"Cash Flow from Operations" shall mean the "cash flow from operations" as stated on the applicable Financial Statements in accordance with GAAP.

"Cash Flow/Rent Ratio" shall mean the average monthly Cash Flow from Operations (if positive) for the applicable three calendar quarter period, divided by the average Base Rent over the same period. (For example, if the three calendar quarterly period (i.e., 9 months) Cash Flow from Operations is $6,334,920, the average monthly Cash Flow from Operations would be $703,880. If the average monthly Base Rent over the same 9-month period is $351,940, then the Cash Flow/Rent Ratio would be $703,880/$351,940 = 2.0).

"Institutional Lender" shall mean a bank, investment bank, commercial finance company, investment bank, credit union, savings and loan association or other institutional lender.

All such amounts and calculations shall be performed in accordance with GAAP.

If the Security Deposit is reduced pursuant to the application of the preceding paragraphs a., b. and/or c. of this Article 6, then Lessee shall provide a substitute or amended Letter of Credit to Lessor in the applicable amount, which Letter of Credit meets the requirements of this Article 6 or if a cash Security Deposit, then Landlord shall refund such amount as necessary to reduce the Security Deposit to the applicable amount within thirty (30) days of Lessee' s delivery of the Lessee' s Request Package. Upon receipt of the substitute Letter of Credit, Lessor shall return to Lessee the Letter(s) of Credit being replace by the substitute Letter of Credit. Notwithstanding anything to the contrary contained in this Article 6, there shall be no reduction in the amount of the Security Deposit (or any Letter of Credit) if at the time such reduction would otherwise have become effective (i) Lessee is in default under this Lease beyond the applicable notice and cure period, or (ii) Lessor has notified Lessee that an event has then occurred that with the passage of time or the giving of notice, if applicable, could result in a default under this Lease; provided, that if such an event has occurred but is cured by Tenant prior to becoming a default under the Lease (beyond applicable notice and cure period), then the applicable reduction shall occur following the completion of such cure (as long as no other event has occurred and continues under clauses (i) or (ii) at the time such reduction would otherwise have occurred).

7. PROJECT TAXES AND OPERATING EXPENSE ADJUSTMENTS.

a. Intentionally Deleted.

b. Building Taxes and Building Operating Expenses. The parties hereby acknowledge that certain "Building Expenses" (as hereinafter defined) relate only to certain elements of the Building, and that other Building Expenses relate to the entire Building. Accordingly, Lessor shall have the right to establish cost pools for the components of Building Expenses relating only to certain elements of the Building, and for Building Expenses relating to the entire Building, and to reasonably in good faith allocate Building Expenses among such cost pools. Without limiting the generality of the foregoing, Lessor has established such cost pools to allocate Building Expenses between the office use portions of the Building (the "Office Cost Pool") and the retail/service/commercial uses of the Building (the "Retail Cost Pool"). Lessee shall pay to Lessor, as additional rent and without deduction or offset, Lessee' s percentage share set forth in Article 1.j. ("Lessee' s Percentage Share") of the amount of annual "Building Taxes" and "Building Operating Expenses" (as such terms are defined below) allocated to the Office Cost Pool. Building Taxes and Building Operating Expenses are collectively referred to herein as "Building Expenses". Lessee' s Percentage Share of Building Expenses allocated to the Office Cost Pool shall be determined by dividing the Rentable Area of the Premises by the total Rentable Area in the Building devoted to office use Lessee' s Percentage Share shall be subject to an equitable adjustment upon a condemnation, sale by Lessor of part of the Building, reconstruction after damage or destruction or expansion or reduction of the areas within the Building devoted to office use.

Lessee' s Percentage Share of Building Expenses allocated to the Office Cost Pool shall be payable during the Term in equal monthly installments on the first day of each month in advance, without deduction, offset or prior demand.

At any time during the Term, Lessor may give Lessee notice of Lessor' s reasonable estimate of the Building Expenses allocated to the Office Cost Pool for the current calendar year. An amount equal to one twelfth (1/12) of Lessee' s Percentage Share of the estimated Building Expenses allocated to the Office Cost Pool shall be payable monthly by Lessee as aforesaid, commencing on the first day of the calendar month following thirty (30)

days written notice and continuing until receipt of any notice of adjustment from Lessor given pursuant to this paragraph. Until notice of the estimated Building Expenses allocated to the Office Cost Pool for a subsequent calendar year is delivered to Lessee, Lessee shall continue to pay its Percentage Share of Building Expenses allocated to the Office Cost Pool on the basis of the prior year' s estimate. Lessor may at any time during the Term reasonably adjust estimates of the Building Expenses allocated to the Office Cost Pool to reflect current expenditures and following Lessor' s written notice to Lessee of such revised estimate, subsequent payments by Lessee shall be based upon such revised estimate.

If the Commencement Date is on a date other than the first day of a calendar year, the amount of the Building Expenses allocated to the Office Cost Pool payable by Lessee in such calendar year shall be prorated based upon a fraction, the numerator of which is the number of days from the Commencement Date to the end of the calendar year in which the Commencement Date falls, and the denominator of which is three hundred sixty (360).

Within one hundred twenty (120) days after the end of each calendar year during the Term or as soon thereafter as practicable, Lessor will furnish to Lessee a statement ("Lessor' s Statement") setting forth in reasonable detail the actual Building Expenses allocated to the Office Cost Pool paid or incurred by Lessor during the preceding year, and thereupon within twenty (20) days an adjustment will be made by Lessee' s payment to Lessor or credit to Lessee by Lessor against the Building Expenses allocated to the Office Cost Pool next becoming due from Lessee, as the case may require, to the end that Lessor shall receive the entire amount of Lessee' s Percentage Share of Building Expenses allocated to the Office Cost Pool for such calendar year and no more. If, based on Lessor' s Statement a payment from Lessee is required, Lessee shall not have the right to withhold or defer such payment pending a review of Lessor' s books and records pursuant to the following paragraph or the resolution of any dispute relating to Building Expenses allocated to the Office Cost Pool. If the Expiration Date is on a day other than the last day of a calendar year, the amount of Building Expenses allocated to the Office Cost Pool payable by Lessee for the calendar year in which Lease Termination falls shall be prorated on the basis which the number of days from the commencement of such calendar year to and including such Expiration Date bears to three hundred sixty (360). The termination of this Lease shall not affect the obligations of Lessor and Lessee pursuant to this Article 7.

Within sixty (60) days after Lessee receives a statement of actual Building Expenses allocated to the Office Cost Pool paid or incurred for a calendar year, Lessee shall have the right, upon written demand and reasonable notice, to inspect Lessor' s books and records relating to such Building Expenses allocated to the Office Cost Pool for the calendar year covered by Lessor' s Statement for the purpose of verifying the amount set forth in such statement. Such inspection shall be made during Lessor' s normal business hours, at the place where such books and records are customarily maintained by Lessor. In no event may any such inspection be performed by a person or entity being compensated on a contingency fee basis or based upon a share of any refund obtained by Lessee. Information obtained by such inspection shall be kept in the strictest confidence by Lessee. Unless Lessee asserts in writing a specific error within ninety (90) days following Lessee' s receipt of Lessor' s Statement, the amounts set forth in Lessor' s Statement shall be conclusively deemed correct and binding on Lessee. If such inspection reveals that Lessor has overcharged Lessee, the amount overcharged shall be paid to Lessee within 30 days after the inspection is concluded. If such inspection reveals that Lessor has undercharged Lessee, the amount undercharged shall be paid to Lessor within 30 days after the inspection is concluded. In addition, if Lessor has overcharged Lessee by more than 5% of the total amount of the Building Expenses payable by Lessee under the applicable Lessor' s Statement, then the cost of the inspection shall be paid by Lessor.

(i) Operating Expenses. As used in this Lease, "Building Operating Expenses" means all of the Building Service Expenses and an allocable portion of the Project Expenses as follows:

(A) Building Service Expenses. Building Operating Expenses shall include all costs of operation, maintenance, repair (which for purposes of this Lease shall be deemed to include, without limitation, replacement as and when deemed appropriate by Lessor) and management of the Building and Building Common Area (defined in Article 55), hereinafter collectively referred to as "Building Service Expenses," as determined by Lessor' s standard accounting practices. Building Service Expenses as used herein shall include, but not be limited to, all sums expended in connection with all general maintenance, repairs, painting, cleaning, sweeping and janitorial services; maintenance and repair of signs, indoor plants, and atriums; trash removal; sewage; electricity, gas, water and any other utilities (including any temporary or permanent utility surcharge or other exaction whether now or hereafter imposed); maintenance and repair of any fire protection systems, elevator systems, lighting systems, storm drainage systems, heating, ventilation and air conditioning systems and other utility and/or mechanical systems; any governmental imposition or surcharge imposed upon Lessor with respect to the Building or assessed against the Building; all costs and expenses pertaining to a security alarm system or other security services or measures for the Building, if Lessor deems necessary in Lessor' s sole business judgment; materials; supplies; tools; depreciation on maintenance and operating machinery and equipment (if owned) and rental paid for such machinery and equipment (if rented); service agreements on equipment; maintenance, and repair of the roof (including repair of leaks and resurfacing) and the exterior surfaces of all improvements (including painting); maintenance and repair of structural parts (including repair of leaks and resurfacing) and the exterior surfaces of all improvements (including painting); maintenance and repair of structural parts (including foundation, floor slabs and load bearing walls); window cleaning; elevator. or escalator services; materials handling; fees for licenses and permits relating to the Building; the cost of complying with rules, regulations and orders of governmental authorities; Building

office rent or rental value; accounting and legal fees; the cost of contesting the validity or applicability of any governmental enactment which may affect Building Service Expenses; personnel to implement such services (including, without limitation, if Lessor deems necessary, the cost of security guards, maintenance personnel, engineers and valet attendants); public liability, environmental impairment, property damage and fire and extended coverage insurance on the Building (in such amounts and providing such coverage as determined in Lessor' s sole discretion and which may include, without limitation, liability, all risk property, lessor' s risk liability, war risk, vandalism, malicious mischief, boiler and machinery, rental income, earthquake, flood and worker' s

compensation insurance); compensation and fringe benefits payable to all persons employed by Lessor in connection with the operation, maintenance, repair and management of the Building; and a management fee equal to five percent (5%) of gross receipts from the Building (including, without limitation, all rentals and parking receipts from Building tenants and/or visitors). Lessor may cause any or all of said services to be provided by an independent contractor or contractors, or they may be rendered by Lessor_ It is the intent of the parties hereto that Building Service Expenses shall include every cost paid or incurred by Lessor in connection with the operation, maintenance, repair and management of the Building, and the specific examples of Building Service Expenses stated in this Article 7 are in no way intended to, and shall not, limit the costs comprising Building Service Expenses, nor shall such examples be deemed to obligate Lessor to incur such costs or to provide such services or to take such actions, except as may be expressly required of Lessor in other portions of this Lease, or except as Lessor, in its sole discretion, may elect. The maintenance of the Building shall be at the sole discretion of Lessor and all costs incurred by Lessor in good faith shall be deemed conclusively binding on Lessee. If less than one hundred percent (100%) of the Rentable Area of the Building is occupied during any calendar year, then in calculating Building Service Expenses for such year, the components of Building Service Expenses which vary based upon occupancy level shall be adjusted to equal Lessor' s reasonable estimate of the amount of such Building Service Expenses had one hundred percent (100%) of the total Rentable Area of the Building been occupied during such year. In addition, if Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Building Service Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Building Service Expenses shall be deemed to be increased by an amount equal to the additional Building Service Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. All capital improvement costs or expenditures included in Building Operating Expenses shall be amortized over the useful life of the applicable capital improvement in accordance with GAAP.

(B) Project Expenses. Building Operating Expenses shall include the Building' s equitable share of all direct costs of operation, maintenance, repair and management of the Project (as opposed to expenses relating solely to the Building or any other particular building within the Project) and/or the Exterior Common Area, determined by Lessor' s standard accounting practices (collectively, "Project Expenses"). Such costs shall be allocated by Lessor between the Building containing the Premises and the other buildings containing Rentable Area located within the Project from time to time, if any, in such manner as Lessor reasonably determines in good faith. If at any time the Building is the only building within the Project containing Rentable Area, then the Building' s share of Project Expenses shall equal one hundred percent (100%). Project Expenses as used herein shall include, but not be limited to, all sums expended in connection with all general maintenance, repairs, resurfacing, painting, restriping, cleaning, sweeping, and janitorial services; maintenance and repair of sidewalks, curbs, signs and other Exterior Common Areas; maintenance and repair of sprinkler systems, planting, and landscaping; trash removal; sewage; electricity, gas, water and any other utilities (including any temporary or permanent utility surcharge or other exaction whether now or hereafter imposed); maintenance and repair of directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, elevator systems, lighting systems, storm drainage systems and other utility systems; any governmental imposition or surcharge imposed upon Lessor or assessed against the Exterior Common Area or the Project; materials; supplies, tools; depreciation on maintenance and operating machinery and equipment (if owned) and rental paid for such machinery and equipment (if rented); service agreements on equipment; maintenance and repair of parking areas and parking structures, if any; maintenance and repair of structural parts (including foundation and floor slabs); elevator services, if applicable; material handling; fees for licenses and permits relating to the Exterior Common Area; the cost of complying with rules, regulation and orders of governmental authorities; accounting and legal fees; the cost of contesting the validity or applicability of any governmental enactment which may affect Project Expenses; personnel to implement such services, including if Lessor deems necessary, the cost of security guards and valet attendants; all annual assessments and special assessments levied or charged against the Project and/or Lessor pertaining to the Project by any owner' s association to which the Project is subject and/or otherwise under any matters of record to which the Project is subject provided such assessments would be permitted as a Project Expense; public liability, environmental impairments, property damage and fire and extended coverage insurance on Exterior Common Area (in such amounts and providing such coverage as determined in Lessor' s sole discretion and which may include, without limitation, liability, all risk property, lessor' s risk liability, war risk, vandalism, malicious mischief, sprinkler leakage, boiler and machinery, parking income, earthquake, flood and worker' s compensation insurance); compensation and fringe benefits payable to all persons employed by Lessor in connection with the operation, maintenance, repair and management of the Exterior Common Area; and a management fee equal to the actual management fee paid by Lessor not to exceed four percent (4%) of gross receipts from the Project (exclusive of amounts collected from tenants of any building within the Project under their respective leases). Lessor may cause any or all of said services to be provided by an independent contractor or contractors, or they may be rendered by Lessor. It is the intent of the parties hereto that Project Expenses shall include every cost paid or incurred by Lessor in connection with the operation, maintenance, repair and management of the Exterior Common Area, and the specific examples of Project Expenses stated in this Article 7 are in no way intended to, and shall not limit the costs comprising Project Expenses, nor shall such examples be deemed to obligate Lessor to incur such costs or to provide such services or to take such actions except as Lessor may be expressly required in other portions of this Lease, or except as Lessor, in its sole discretion, may elect. The maintenance of the Exterior Common Areas shall be at the sole discretion of Lessor and all costs incurred by Lessor in good faith shall be deemed conclusively binding on Lessee. If less than one hundred percent (100%) of the Rentable Area of the Project is occupied during any calendar year, then in calculating Project Expenses for such year, the components of Project Expenses which vary based upon occupancy level shall be adjusted to equal Lessor' s reasonable estimate of the amount of such Project Expenses had one hundred percent (100%) of the total Rentable Area of the Project been occupied during such

year. In addition, if Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Project Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Project Expenses shall be deemed to be increased by an amount equal to the additional Project Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant.

(ii) Project Taxes. "Building Taxes" as used in this Lease, shall mean those items of "Project Taxes" (as hereinafter defined) which relate solely to the Building, plus an equitable share of Project Taxes which relate to the land underlying the Project, to the Exterior Common Areas and/or to the Project as a whole (as opposed to Project Taxes relating solely to the Building or any other particular building within the Project), which equitable share shall be allocated by Lessor between the Building and the other buildings located within the Project from time to time, in such manner as Lessor reasonably determines in good faith. The term "Project Taxes" as used in this Lease shall collectively mean (to the extent any of the following are not paid by Lessee pursuant to Article 7.c. below) all: real estate taxes and general or assessments (including, but not limited to, assessments for public improvements or benefits); personal property taxes; taxes based on vehicles utilizing parking areas on the Parcel; taxes computed or based on rental income (including without limitation any municipal business tax but excluding federal, state and municipal net income taxes); Environmental Surcharges; excise taxes; gross receipts taxes; sales and/or use taxes; employee taxes; water and sewer taxes, levies, assessments and other charges in the nature of taxes or assessments (including, but not limited to, assessments for public improvements or benefit); and all other governmental, quasi-governmental or special district impositions of any kind and nature whatsoever, regardless of whether now customary or within the contemplation of the parties hereto and regardless of whether resulting from increased rate and/or valuation, or whether extraordinary or ordinary, general or special, unforeseen or foreseen, or similar or dissimilar to any of the foregoing which during the Lease Term are laid, levied, assessed or imposed upon Lessor and/or become a lien upon or chargeable against the Project or the Premises, Building, Common Area and/or Parcel under or by virtue of any present or future laws, statutes, ordinances, regulations, or other requirements of any governmental authority or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments whatsoever. The term "Environmental Surcharges" shall include any and all expenses, taxes, charges or penalties imposed by the Federal Department of Energy, Federal Environmental Protection Agency, the Federal Clean Air Act, or any regulations promulgated thereunder, or imposed by any other local, state or federal governmental agency or entity now or hereafter vested with the power to impose taxes, assessments or other types of surcharges as a means of controlling or abating environmental pollution or the use of energy in regard to the use, operation or occupancy of the Project including the Premises, Building, Common Area and/or Parcel. The term "Project Taxes" shall include (to the extent the same are not paid by Lessee pursuant to Article 7.c. below), without limitation: the cost to Lessor of contesting the amount or validity or applicability of any Project Taxes described above; and all taxes, assessments, levies, fees, impositions or charges levied, imposed, assessed, measured, or based in any manner whatsoever upon or with respect to the use, possession, occupancy, leasing, operation or management of the Project (including, without limitation, the Premises, Building, Common Area and/or Parcel) or in lieu of or equivalent to any Project Taxes set forth in this Article 7.b.(ii).

If at any time during the Term, Project Taxes are under-assessed by the taxing authorities so that they are not computed on a fully-completed and occupied basis in accordance with the then applicable taxing authority of the governmental entities having jurisdiction, Lessor shall have the right, but not the obligation, to adjust Project Taxes to reflect the amount that Project Taxes would be if the Project were assessed on a fully-completed and occupied basis, as determined in Lessor' s reasonable discretion, and such adjusted amount shall be allocated to the Project in accordance with the terms of this Lease.

c. Other Taxes. Lessee shall pay the following:

(i) Lessee shall pay (or reimburse Lessor as additional rent if Lessor is assessed), before delinquency, any and all taxes levied or assessed, and which become payable for or in connection with any period during the Term, upon all of the following (collectively, "Leasehold Improvements and Personal Property"): Lessee' s Leasehold Improvements, equipment, furniture, furnishings, fixtures, merchandise, inventory, machinery, appliances and other personal property located in the Premises; except only that which has been paid for by Lessor and is the standard of the Building. Lessee hereby acknowledges receipt of a copy of a schedule setting forth the improvements comprising the standard of the Building. If any or all of the Leasehold Improvements and Personal Property are assessed and taxed with the Project, Lessee shall pay to Lessor such taxes within twenty (20) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount applicable to the Leasehold Improvements and Personal Property. If the Leasehold Improvements and Personal Property are not separately assessed on the tax statement or bill, Lessor' s good faith determination of the amount of such taxes applicable to the Leasehold Improvements and Personal Property shall be a conclusive determination of Lessee' s obligation to pay such amount as so determined by Lessor.

(ii) Lessee shall pay (or reimburse Lessor if Lessor is assessed, as additional rent), prior to delinquency or within twenty (20) days after receipt of a statement thereof, any and all other taxes, levies, assessments, or surcharges payable by Lessor or Lessee and relating to this Lease, the Premises or Lessee' s activities in the Premises (other than Lessor' s net income, succession, transfer, gift, franchise, estate, or inheritance taxes), whether or not now customary or within the contemplation of the parties hereto, now in force or which may hereafter become effective, including but not limited to taxes: (1) upon, allocable to, or measured by the area of the Premises or on the Rentals payable hereunder, including without limitation any gross income, gross receipts, excise, or other tax levied by the state, any political subdivision thereof, city or federal government with respect to the receipt of such Rentals; (2) upon or with respect to the use, possession, occupancy, leasing, operation and management of the Premises or any portion thereof; (3) upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the Premises; or (4) imposed as a means of controlling or abating environmental pollution or the use of energy, including, without limitation, any parking taxes, levies or charges or vehicular regulations imposed by any governmental agency. Lessee shall also pay, prior to delinquency, all privilege, sales, excise, use,

business, occupation, or other taxes, assessments, license fees, or charges levied, assessed, or imposed upon Lessee' s business operations conducted at the Premises. If any such taxes are payable by Lessor and it shall not be lawful for Lessee to reimburse Lessor for such taxes, then the Rentals payable hereunder shall be increased to net Lessor the net Rental after imposition of any such tax upon Lessor as would have been payable to Lessor prior to the imposition of any such tax.

(iii) Any payments made by Lessee directly to the applicable taxing authority pursuant to this subsection 7.c. shall be made prior to the applicable delinquency date for such payment, and Lessee shall deliver evidence of such payment to Lessor within fifteen (15) days thereafter.

d. Exclusions to Operating Expenses. Notwithstanding anything to the contrary contained in this Lease, in no event shall Taxes and Operating Expenses include, and under no circumstances shall Lessee otherwise be required to pay directly or indirectly or indemnify Lessor or any other person for any of the following (the "Exclusions"): (1) any costs relating to the replacement of the roof or relating to structural repairs or replacements to maintain the structural integrity of the Building (including, without limitation, the structural repairs to the structural elements of the exterior, walls, columns, roof, footings and floor slab of the Building), (2) costs, including permit, license and inspection costs, incurred with respect , to the construction of leasehold improvements or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant leasable space within the Building, (3) costs in order to market space to potential tenants, leasing commissions, and attorneys' fees, accounting fees or other professionals' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments or other costs in connection with lease, sublease and/or assignment negotiations with present or prospective tenants or other occupants of the Building, (4) costs incurred for restoration following condemnation to the extent reimbursed by condemnation award or for repair of damage to the Building to the extent reimbursed by insurance proceeds (provided that insurance deductibles and uninsured casualty damage shall be included in Operating Expenses, except that earthquake insurance deductibles in excess of Two Dollars ($2.00) per square foot of Rentable Area leased by Lessee under this Lease shall be excluded), (5) ground lease rental on any underlying ground lease or interest, principal, points and/or fees on debts or amortization or depreciation charges on any mortgage or mortgages or any other debt instrument encumbering the Building or the Project, (6) to the extent any employee of Lessor spends only a portion of his or her time working with respect to the Project (as opposed to full time work with respect to the Project), a prorated amount of such employee' s wages, salaries and compensation based upon the portion of time spent by such employee with respect to the projects other than the Project, (7) costs resulting from the breach of this Lease by Lessor, or from the negligence or willful misconduct of Lessor or Lessor' s agents, employees or contractors, (8) costs incurred due to violation by Lessor or any other tenant in the Building of the terms and conditions of any lease for space within the Building, (9) the cost of any service provided to Lessee or other occupants of the Building or other cost includable in Operating Expenses pursuant hereto for which Lessor is actually reimbursed by insurance, third parties or otherwise (other than reimbursement by lessees as a part of their respective payments of Operating Expenses), (10) charitable or political contributions, (11) interest, penalties or other costs arising out of Lessor' s failure to make timely payment of its obligations, (12) costs to remediate Hazardous Materials (defined in Article 8 below) located upon, within or beneath the Project prior to the Commencement Date or which were brought onto the Project thereafter by Lessor, its agents, employees or contractors, (13) costs (other than ordinary maintenance) for sculpture, paintings and other objects of art, (14) advertising or promotional expenses and costs of signs in or on the Project identifying the owner of the Project or the other lessees' signs; (15) costs of services for which Lessee is obligated to separately reimburse Lessor pursuant to this Lease, (16) bad debt loss or reserves therefor; (17) costs incurred in connection with the original construction or subsequent reconfiguration of the Building or the Project; (18) costs of curing violations of applicable building codes or other laws or regulations (including without limitation ADA as defined below) or other legal requirements where such violations exist as of the Commencement Date or of correcting defects in the original design or original construction of the Building or the Project (including latent defects); (19) legal, accounting or other professional fees incurred in connection with the audit of any Lessor financial materials; (20) overhead and profit paid to subsidiaries or affiliates of the Lessor for management or other services for supplies or other materials to the extent the amounts incurred are in excess of those which would have been incurred if such supplies or services were obtained from unrelated third parties (but this provisions does not prevent the payment of a management fee to Lessor as provided above); or (21) any capital improvement costs or expenditures incurred by Lessor (i) in order to expand the Building' s Rentable Area by adding one or more additional floors or expanding the Building envelope, or (ii) for artwork, such as paintings and sculptures.

8. USE.

a. In no event shall Lessee use or permit the use of the Premises for any purpose other than general office use. Lessor and Lessee hereby acknowledge and agree that the foregoing use restriction is an absolute prohibition against a change in use of the Premises as contemplated under California Civil Code Section 1997.230. Lessee shall not do or permit to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or the Project or any of its contents, or cause cancellation of any insurance policy covering the Building or the Project or any part thereof or any of its contents. Lessee shall not, without prior consent of Lessor, bring into the Building or the Premises or use or incorporate in the Premises any apparatus, equipment or supplies that may cause substantial noise, odor, or vibration or overload the Premises or the Building or any of its utility or elevator systems or jeopardize the structural integrity of the Building or any part thereof. Lessee and Lessee' s Agents shall not use, store, or dispose of any "Hazardous Materials" (defined below) on any portion of the Project. Without limiting the generality of the foregoing, Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials in, on or below the Premises or any other portion of the Project. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release or other use of Hazardous Materials at the Premises during the Term of this Lease, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional rent if and only if Lessee' s use, storage, or disposal of any "Hazardous Materials" is found to be in violation of this Lease or in violation of any Environmental Laws (as herein defined). In addition, Lessee shall execute such affidavits, representations and certifications as may be reasonably required by Lessor from time to time concerning Lessee' s best knowledge and belief regarding the presence of Hazardous Materials at the Premises. Lessee shall indemnify, defend with counsel acceptable to Lessor, and hold Lessor and

Lessor' s employees, agents, partners, officers, directors and shareholders harmless from and against any and all claims, actions, suits, proceedings, orders, judgment, losses, costs, damages, liabilities, penalties, or expenses (including, without limitation, attorneys' fees) arising in connection with the breach of the obligations described in

any of the previous four sentences and the obligations of Lessee pursuant hereto and under the previous four sentences shall survive the Lease Termination. As used in this paragraph, "Hazardous Materials" means any chemical, substance or material which has been determined or is hereafter determined by any federal, state, or local governmental authority to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas, and/or biologically and/or chemically active materials. Without limiting the generality of the foregoing, the definition of "Hazardous Materials" shall include those definitions found in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Hazardous Materials Transportation Authorization Act, 49 U.S.C. §§ 5101 et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., Division 20 of the California Health and Safety Code commencing at Section 24000, Division 7 of the California Water Code commencing at Section 13000, each as amended from time to time, and all similar federal, state and local statutes and ordinances and all rules, regulations or policies promulgated thereunder (collectively, "Environmental Laws"). Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or the Project or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises.

b. Effect of Use Restriction. Lessor and Lessee hereby acknowledge and agree that the use restriction set forth in subsection 8.a. above shall be deemed reasonable in all respects and under all circumstances. Lessor and Lessee further acknowledge and agree that, notwithstanding any provision of this Lease to the contrary, (i) in the event Lessee requests Lessor' s consent to a proposed assignment of this Lease or subletting of the Premises, Lessor shall be deemed reasonable in withholding its consent to such assignment or subletting if the proposed assignee or subtenant desires to use the Premises for any purpose other than as expressly provided in subsection 8.a. above, and (ii) in the event of a default by Lessee under the Lease, the enforcement of the use restriction set forth in subsection 8.a. above shall be deemed reasonable for purposes of computing the rental loss that could be or could have been reasonably avoided by Lessor pursuant to California Civil Code Section 1951.2 and in connection with the exercise of Lessor' s remedies under California Civil Code Section 1951.4.

Notwithstanding the preceding to the contrary, if Lessor withholds its consent to an assignment of the Lease or subletting of the Premises based upon the desire of the proposed assignee or subtenant to use the Premises for any purpose other than as expressly provided in subsection 8.a. above, or if Lessee is in default under this Lease, then, prior to commencing or pursuing any claim or defense against Lessor based upon the unreasonableness of the use restriction set forth in subsection 8.a. above, Lessee shall provide Lessor with written notice (by certified mail, postage prepaid and return receipt requested) setting forth Lessee' s objections to the enforcement of the use restriction in such instance, the basis upon which Lessee intends to demonstrate that the enforcement of such use restriction would be unreasonable in such instance, and the use(s) which Lessee believes Lessor should allow Lessee or its proposed assignee or subtenant, as the case may be, to make of the Premises. Within thirty (30) days of Lessor' s receipt of Lessee' s written notice of objection, Lessor shall provide Lessee with written notice of Lessor' s election to either (A) enforce the use restriction set forth in subsection 8.a. above, or (B) permit a change in the use of the Premises, provided that such proposed use shall in no event (1) require the use, storage or disposal of Hazardous Materials on or about the Premises or the Project, (2) increase or affect any fire or other insurance covering the Building or the Project, (3) interfere with the rights of other tenants of the Building or Project, including, without limitation, any exclusive use rights of such tenants, (4) be in violation of applicable federal, state or local laws, rules, regulations, codes or ordinances, or (5) require Lessor to construct or install, or to provide any allowance for the construction or installation of, any tenant improvements in the Premises. Notwithstanding the preceding to the contrary, in no event shall Lessor have any obligation to allow a change in the use of the Premises, it being expressly understood by the parties that the use restriction set forth in subsection 8.a. above is an absolute prohibition against a change in use of the Premises. In the event Lessor fails to provide Lessee with written notice of its election to either enforce the use restriction or allow a change in use of the Premises within said thirty (30) day period, Lessor shall be deemed to have elected to enforce the use restriction. In the event Lessor elects or is deemed to have elected to enforce the use restriction as provided hereinabove, Lessee shall have the right to pursue such valid claims or defenses against Lessor as may be permitted under California Civil Code section 1997.040 and which Lessee is able to prove.

9. COMPLIANCE WITH LAWS. Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with or violate any law, statute, ordinance, order or governmental rule or regulation or requirement of duly constituted public authorities or quasi-public authorities now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, orders and governmental or quasi-governmental rules, regulations or requirements now in force or which may hereafter be in force and with all recorded documents which relate to or affect the condition, use or occupancy of the Premises, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes or other alterations or improvements not related to or affected by Lessee' s improvements, acts or specific use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether

Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance, or governmental or quasi-governmental rule, regulation or requirement, shall be conclusive of that fact as between the Lessor and Lessee. Lessee shall obtain, prior to taking possession of the Premises, all permits, licenses, or other authorizations for the lawful operation of its business at the Premises. Lessee shall indemnify, defend with counsel acceptable to Lessor and hold Lessor and Lessor' s employees, agents, partners, officers, directors and shareholders harmless from and against any claim, action, suit, proceeding, order, judgment, liability, penalty or expense (including, without limitation, attorneys' fees) arising out

of the failure of Lessee to comply with any applicable law, statute, ordinance, order, rule, regulation, requirement or recorded document. Lessee acknowledges that Lessee has independently investigated and is satisfied that the Premises are suitable for Lessee' s intended use and that the Building and Premises meet all governmental and quasi-governmental requirements for such intended use.

Lessor and Lessee acknowledge that, in accordance with the provisions of the Americans with Disabilities Act of 1990 (the "ADA"), responsibility for compliance with the terms and conditions of Title III of the ADA may be allocated as between Lessor and Lessee. In this regard and notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree that the responsibility for compliance with the ADA (including, without limitation, the removal of architectural and communications barriers and the provision of auxiliary aids and services to the extent required) shall be allocated as follows: (i) Lessee shall be responsible for compliance with the provisions of Title I of the ADA, and of Title II and Title III of the ADA as Titles II and III relate to any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations and repairs are made by Lessee, at its expense without the assistance of Lessor; (ii) Lessor shall be responsible for compliance with the provisions of Title II and III of the ADA for all construction, renovations, alterations and repairs which Lessor is required, under this Lease, to make within the Premises whether (pursuant to the relevant provisions of the Lease) at Lessor' s or Lessee' s expense; and (iii) Lessor shall be responsible for compliance with the provisions of Title III of the ADA for all exterior and interior areas of the Building not included within the Premises except to the extent such compliance is necessitated as a result of Lessee' s particular use of, or alterations to, the Premises. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any claims, damages, costs and liabilities arising out of Lessor' s failure, or alleged failure, as the case may be, to comply with the ADA, to the extent such compliance has been allocated to Lessor herein, which indemnification obligation shall survive the expiration or termination of this Lease if the Lease has not been terminated by reason of a default by Lessee. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any claims, damages, costs and liabilities arising out of Lessee' s failure, or alleged failure, as the case may be, to comply with the ADA to the extent such compliance has been allocated to Lessee herein, which indemnification obligation shall survive the expiration or termination of this Lease. Lessor and Lessee each agree that the allocation of responsibility for ADA compliance shall not require Lessor or Lessee to supervise, monitor or otherwise review the compliance activities of the other with respect to its assumed responsibilities for ADA compliance as set forth in this Article 9. Lessor shall, in complying with the ADA (to the extent such compliance has been allocated to Lessor herein), be entitled to rely upon representations made to, or information given to Lessor by Lessee in regard to Lessee' s use of the Premises, Lessee' s employees, and other matters pertinent to compliance with the ADA. The indemnity of Lessee set forth above shall apply as to any liability arising against Lessor by reason of any misrepresentations or misinformation given by Lessee to Lessor. The allocation of responsibility for ADA compliance between Lessor and Lessee, and the obligations of Lessor and Lessee established by such allocations, shall supersede any other provisions of the Lease that may contradict or otherwise differ from the requirements of this Article 9.

Lessor hereby notifies Lessee that the Premises and the Project have not undergone inspection by a Certified Access Specialist ("CASp") (as defined in California Civil Code Section 55.52). Lessee acknowledges that this notice satisfies the requirements of California Civil Code Section 1938 and that Lessor makes no representation or warranty as to, and Lessee will be solely responsible for determining, whether the Premises and the Project meet applicable construction-related accessibility standards. Nothing contained in this paragraph or in any future CASp inspection report shall be deemed to modify any of the respective obligations and responsibilities of Lessor and Lessee provided in this Lease. Notwithstanding the foregoing, Lessor hereby represents to Lessee that, as of the date hereof, Lessor has not received any written notice of any ADA violations with respect to the Premises, the Building or the Project.

10. ALTERATIONS AND ADDITIONS

a. Lessee' s Alterations. Lessee shall not make or suffer to be made any alterations, additions, changes or improvements (collectively, "Alterations") to or of the Premises, or any part thereof without Lessor' s prior written consent, which consent shall not, except as otherwise expressly provided in the Lease, be unreasonably withheld. Lessor may impose, as a condition to the aforesaid consent, such reasonable requirements as Lessor may deem necessary in its reasonable discretion, including without limitation: the manner in which the work is done; a right of approval of the contractor by whom the work is to be performed; the times during which such work is to be accomplished; the requirement that Lessee, for Alterations costing more than $50,000 in the aggregate (other than the Initial Lessee Improvements (as herein defined), post a lien and completion bond (or its equivalent) in an amount equal to one and one-half times any and all estimated Alterations costs and otherwise in form satisfactory to Lessor to insure Lessor against any liability for mechanics' and materialmen' s liens and to insure completion of the work; the requirement that Lessee reimburse Lessor, as additional rent, for Lessor' s reasonable costs incurred in reviewing any proposed Alterations, whether or not Lessor' s consent is granted; and the requirement that at Lease Termination, either (i) Lessee, at its expense, will remove any and all such Alterations installed by Lessee and shall, at its cost, promptly repair all damages to the Project caused by such removal, or (ii) the Alterations made by Lessee shall remain with the Premises, be a part of the realty, and belong to Lessor. If Lessor consents to any Alterations to the Premises by Lessee, the same shall be made by Lessee at Lessee' s sole cost and expense in accordance with plans and specifications approved by Lessor. Any such Alterations made by Lessee shall be performed in accordance with all applicable laws, ordinances and codes and in a first class workmanlike manner, and shall not weaken or impair the structural strength or lessen the value of the Building, shall not invalidate, diminish, or adversely affect any warranty applicable to the Building or any other improvements located within the Project, including

any equipment therein, and shall be performed in a manner causing Lessor and Lessor' s agents and other tenants of the Building the least interference and inconvenience practicable under the circumstances. In making any such Alterations, Lessee shall, at Lessee' s sole cost and expense:

(i) File for and secure any necessary permits or approvals from all governmental departments or authorities having jurisdiction, and any utility company having an interest therein,

(ii) Notify Lessor in writing at least fifteen (15) days prior to the commencement of work on any Alteration, so that Lessor can post and record appropriate notices of non-responsibility, and

(iii) Provide Lessor with copies of all drawings and specifications prior to commencement of construction of any Alterations, and provide Lessor with "as built" plans and specifications (on CAD diskette if available) following completion of such Alterations.

In no event shall Lessee make or suffer to be made any Alteration to the mechanical or utility systems of the Building, to the Common Area or the structural portions of the Building or any part thereof without Lessor' s prior written consent, which consent may be withheld in Lessor' s sole discretion. For the purposes hereof, the "Initial Lessee Improvements" shall meant Alterations performed by Lessee in accordance with the terms of this Lease which are commenced and completed by Lessee no later than December 31, 2014.

b. Removal. Upon Lease Termination, Lessee shall, upon written demand by Lessor at Lessee' s sole cost and expense, forthwith and with all due diligence remove any Alterations made by Lessee, which is designated by Lessor at the time of its consent to such Alteration to be removed and Lessee shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Project caused by such removal. Lessee shall also, upon Lease Termination and provided that Lessee is not then in default hereunder, remove Lessee' s movable equipment, furnishings, trade fixtures and other personal property (excluding any Alterations made by Lessee not specifically designated by Lessor to be removed), provided that Lessee shall, forthwith and with all due diligence at its sole cost and expense, repair any damages to the Project caused by such removal. Unless Lessor elects to have Lessee remove any such Alterations, all such Alterations except for movable furniture and trade fixtures of Lessee not affixed to the Premises, shall become the property of Lessor upon Lease Termination (without any payment therefor) and remain upon and be surrendered with the Premises, Notwithstanding anything to the contrary, Lessee shall not be required to remove any alterations or improvements which exist in the Premises prior to the Date of Lease.

c. Alterations Required by Law. Lessee shall pay to Lessor as additional rent, the cost of any structural or non-structural alteration, addition or change to the Building and/or at Lessor' s election, shall promptly make, at Lessee' s sole expense and in accordance with the provisions of subsection 10.a. above, any structural or non-structural alteration, addition or change to the Premises required to comply with laws, regulations, ordinances or orders of any public agencies, whether now existing or hereinafter promulgated, where such alterations, additions or changes are required by reason of: Lessee' s or Lessee' s Agents' acts; Lessee' s specific use or change of use to the Premises; alterations or improvements to the Premises made by or for Lessee; or Lessee' s application for any permit or governmental approval. Notwithstanding anything to the contrary, Lessee shall not be required to make any changes or alteration which were required to be made to the Premises prior to the date Lessee took possession of the Premises or correct any violation of law which existed prior to the date Lessee took possession of the Premises.

d. Lessor' s Improvements. All fixtures, improvements or equipment which are installed, constructed on or attached to the Premises, or any part of the Project by Lessor at its expense shall be a part of the realty and belong to Lessor.

11. REPAIRS.

a. By Lessee. By taking possession of the Premises, Lessee shall be deemed to have accepted the Premises as being in sanitary order, condition and repair and to have accepted the Premises in their condition existing as of the date of such possession, subject to all applicable laws, covenants, conditions, restrictions, easements, and other matters of public record and the Rules and Regulations from time to time promulgated by Lessor governing the use of any portion of the Project; provided, however, Lessor represents that all Building systems, including, without limitation, the plumbing, electrical, fire sprinkler, lighting, air conditioning and heating systems which serve the Premises, are in good operating condition on the date that Lessor delivers possession of the Premises to Lessee. Lessee shall at Lessee' s sole cost and expense, keep every part of the Premises in as good condition and repair as on the date Lessor delivered possession of the Premises to Lessee, damage thereto from causes beyond the control of Lessee (and not caused by any act or omission of Lessee or Lessee' s Agents) and ordinary wear and tear excepted. If Lessee fails to maintain the Premises as required by this Lease, Lessor may give Lessee notice to do such acts as are reasonably required to so maintain the Premises and if Lessee fails to commence such work immediately in an emergency or where immediate action is required to protect the Premises or any portion of the Project, or within ten (10) days after such notice is given under other circumstances, and diligently prosecute it to completion, then Lessor or Lessor' s agents, in addition to all of the rights and remedies available hereunder or by law and without waiving any alternative remedies, shall have the right to enter the Premises and to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Lessor shall be paid by Lessee to Lessor as additional rent, upon demand. With respect to any work performed by Lessor pursuant to this Article 11.a., Lessor shall be liable to Lessee only for physical damage caused to Lessee' s personal property located within the Premises to the extent such damage is caused by Lessor' s active negligence or willful misconduct and is not covered by the insurance required to be maintained by Lessee pursuant to this Lease. In no event shall Lessor have any liability to Lessee for any other damages, or for any inconvenience or interference with the use of the Premises by Lessee, or for any consequential damages, including lost profits, as a result of performing any such work. Except as specifically provided in an addendum, if any, to this Lease, Lessor shall have no obligation whatsoever to alter, remodel, improve,

repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that Lessor has made no representations or warranties, express or implied, to Lessee respecting the condition of the Premises or any part of the Project except as specifically set forth in this Lease.

b. By Lessor. The costs of repairs and maintenance which are the obligation of Lessor under this Lease or which Lessor elects to perform under this Lease except such repairs and maintenance which are the responsibility of Lessee hereunder, shall be an Operating Expense subject to Section 7 above. Lessor shall repair and maintain the common areas and the structural portions of the Building, including the basic plumbing, air conditioning, heating and electrical systems installed or furnished by Lessor, unless such maintenance or repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Lessee or Lessee' s Agents, in which case Lessee shall pay to Lessor the reasonable cost of such maintenance or repairs as additional rent. Lessor shall not be liable for any failure to make any such repairs or to perform any maintenance for which Lessor is responsible as provided above unless Lessor fails to commence such work for a period of more than thirty (30) days after written notice of the need of such repairs or maintenance is given to Lessor by Lessee and the failure is due solely to causes within Lessor' s reasonable control. Except as provided in Article 21 of this Lease, there shall be no abatement of Rentals, and in any event there shall be no liability of Lessor by reason of any injury to or interference with Lessee' s business arising from the making of any repairs, alterations or improvements in or to any portion of the Project or in or to fixtures, appurtenances and equipment therein. Lessee waives the benefits of any statute now or hereafter in effect (including, without limitation, the provisions of subsection 1 of Section 1932, Section 1941 and Section 1942 of the California Civil Code and any similar or dissimilar law, statute or ordinance now or hereafter in effect) which would otherwise afford Lessee the right to make repairs at Lessor' s expense (or to deduct the cost of such repairs from Rentals due hereunder) or to terminate this Lease because of Lessor' s failure to keep the Premises in good and sanitary order.

12. LIENS. Lessee shall keep the Premises and every portion of the Project free from any and all mechanics' , materialmen' s and other liens, and claims thereof, arising out of any work performed, materials furnished or obligations incurred by or for Lessee. Lessee shall indemnify and defend with counsel acceptable to Lessor and hold Lessor harmless from and against any liens, demands, claims, actions, suits, proceedings, orders, losses, costs, damages, liabilities, penalties, expenses, judgments or encumbrances (including without limitation, attorneys' fees) arising out of any work or services performed or materials furnished by or at the direction of Lessee or Lessee' s Agents or any contractor employed by Lessee with respect to the Premises. Should any claims of lien relating to work performed, materials furnished or obligations incurred by Lessee be filed against, or any action be commenced affecting the Premises, any part of the Project, and/or Lessee' s interest therein, Lessee shall give Lessor notice of such lien or action within three (3) days after Lessee receives notice of the filing of the lien or the commencement of the action. If Lessee does not, within twenty (20) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including by payment of the claim giving rise to such lien or by posting a proper bond, or by requiring Lessee to post for Lessor' s benefit a bond, surety, or cash amount equal to one and one-half (1-1/2) times the amount of lien and sufficient to release the Premises and Project from the lien. All sums paid by Lessor pursuant to this Article 12 and all expenses incurred by it in connection therewith including attorneys' fees and costs shall be payable to Lessor by Lessee as additional rent on demand.

13. ASSIGNMENT AND SUBLETTING.

a. Prohibitions in General. Except in connection with a Permitted Transfer (defined below), Lessee shall not (whether voluntarily, involuntarily, or by operation of law) assign this Lease or allow all or any part of the Premises to be sublet, without Lessor' s prior written consent in each instance, which consent shall not be unreasonably withheld, subject, nevertheless, to the provisions of this Article 13. Notwithstanding anything to the contrary contained in this Lease, Lessee shall have the right without Lessor' s prior consent and without being subject to Article 13.e. below, but upon not less than fifteen (15) days prior written notice to Lessor, to assign this Lease or sublet the Premises to any entity (i) controlling, controlled by or having fifty percent (50%) or more common control with Lessee, or (ii) resulting from a merger or consolidation with Lessee or acquiring substantially all of the assets and/or substantially all of the stock of Lessee; provided that any such entity shall assume the obligations and liabilities of Lessee under this Lease (or such of such obligations and liabilities as are to be performed by the sublessee under the terms of the applicable sublease in the event of a sublease), and no such assignment or sublease shall in any manner release Lessee from its primary liability under this Lease (except in the case of an assignment to the surviving entity in a merger or consolidation transaction permitted pursuant to the foregoing provisions of this sentence where the prior "Lessee" does not survive such merger or consolidation transaction). For all purposes of this Lease, a "Permitted Transfer" shall mean an assignment or subletting by Lessee which is permitted without Lessor' s prior consent pursuant to clause (i) or (ii) above, and any sale or transfer of the memberships, interest or stock of Lessee if (1) such sale or transfer occurs in connection with any bona fide financing or capitalization for the benefit of Lessee and Lessee' s net worth immediately after such sale or transfer is no less than Lessee' s net worth immediately prior to such sale or transfer, or (2) Lessee is, or in connection with the proposed transfer becomes, a publicly traded entity. Except for an allowed assignment or subletting pursuant to the foregoing provisions of this paragraph, Lessee shall not (whether voluntarily, involuntarily, or by operation of law) (iii) allow all or any part of the Premises to be occupied or used by any person or entity other than Lessee, (iv) transfer any right appurtenant to this Lease or the Premises, (v) mortgage, hypothecate or encumber the Lease or Lessee' s interest in the Lease or Premises (or otherwise use the Lease as a security device) in any manner, or (vi) permit any person to assume or succeed to any interest whatsoever in this Lease, without Lessor' s prior written consent in each instance, which consent may be withheld in Lessor' s sole and absolute discretion.

Any assignment, sublease, hypothecation, encumbrance, or transfer (collectively "Transfer") without Lessor' s consent shall constitute a default by Lessee and shall be voidable. Lessor' s consent to any one Transfer shall not constitute a waiver of the provisions of this Article 13 as to any subsequent Transfer nor a consent to any

subsequent Transfer. The provisions of this subsection 13.a. expressly apply to all heirs, successors, sublessees, assigns and transferees of Lessee. If Lessor consents to a proposed Transfer, such Transfer shall be valid and the transferee shall have the right to take possession of the Premises only if the Assumption Agreement described in subsection 13.c. below is executed and delivered to Lessor, Lessee has paid the costs and fees described in subsection 13.i. below, and an executed counterpart of the assignment, sublease or other document evidencing the Transfer is delivered to Lessor and such transfer document contains the same terms and conditions as stated in Lessee' s notice given to Lessor pursuant to subsection 13.d. below, except for any such modifications Lessor has consented to in writing. The acceptance of Rentals by Lessor from any person or entity other than Lessee shall not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any Transfer.

b. Collection of Rent. Lessee irrevocably assigns to Lessor, as security for Lessee' s obligations under this Lease, all rent not otherwise payable to Lessor by reason of any Transfer of all or any part of the Premises or this Lease. Lessor, as assignee of Lessee, or a receiver for Lessee appointed on Lessor' s application, may collect such rent and apply it toward Lessee' s obligations under this Lease; provided, however, that until the occurrence of any default by Lessee or except as provided by the provisions of subsection 13.f. below, Lessee shall have the right to collect such rent.

c. Assumption Agreement. As a condition to Lessor' s consent to any Transfer of Lessee' s interest in this Lease or the Premises, Lessee and Lessee' s assignee, sublessee, encumbrancer, hypothecate, or transferee (collectively "Transferee"), shall execute a written Assumption Agreement, in a form reasonably approved by Lessor, which Agreement shall include a provision that Lessee' s Transferee shall expressly assume all obligations of Lessee under this Lease, and shall be and remain jointly and severally liable with Lessee for the performance of all conditions, covenants, and obligations under this Lease from the effective date of the Transfer of Lessee' s interest in this Lease (except that as to a subletting, such Assumption Agreement shall relate only to performance of Lessee' s non-rent payment obligations under this Lease relating to the portion of the Premises subleased). In no event shall Lessor have any obligation to materially amend, or modify this Lease in connection with any proposed Transfer, including, without limitation, amending or modifying the use restriction set forth in subsection 8.a. above.

d. Request for Transfer. Lessee shall give Lessor at least thirty (30) days prior written notice of any desired Transfer and of the proposed terms of such Transfer, including but not limited to: the name and legal composition of the proposed Transferee; an audited financial statement of the proposed Transferee prepared in accordance with generally accepted accounting principles within one year prior to the proposed effective date of the Transfer, the nature of the proposed Transferee' s business to be carried on in the Premises; the payment to be made or other consideration to be given on account of the Transfer; and other such pertinent information as may be requested by Lessor, all in sufficient detail to enable Lessor to evaluate the proposed Transfer and the prospective Transferee. Lessee' s notice shall not be deemed to have been served or given until such time as Lessee has provided Lessor with all information specified above and all additional information requested by Lessor pursuant to this subsection 13.d. Lessee shall immediately notify Lessor of any modification to the proposed terms of such Transfer.

e. Excess Consideration. In the event of any Transfer (other than a Permitted Transfer), Lessor shall receive as additional rent hereunder, fifty percent (50%) of Lessee' s "Excess Consideration" derived from such Transfer to the extent directly attributable to the Lease of the Premises. As used herein, "Excess Consideration" shall mean all rent, additional rent, key money, bonus money and/or other consideration received by Lessee from a Transferee and/or paid by a Transferee on behalf of Lessee in connection with the Transfer in excess of the rent, additional rent and other sums payable by Lessee under this Lease (on a per square foot basis if less than all of the Premises is subject to such Transfer), excluding any consideration attributable to the sale or lease of Lessee' s furniture, fixtures, or equipment in the Premises, less the sum of Lessee' s actual out-of-pocket costs incurred for brokerage commissions, attorneys' fees and any Alterations to the Premises or improvement allowances in connection with such Transfer, any lease takeover payment paid to or for the benefit of the Transferee, any actual costs of advertising the Premises (or applicable portion thereof) for sublease or assignment. If part of the Excess Consideration shall be payable by the Transferee other than in cash, then Lessor' s share of such non-cash consideration shall be in such form as is reasonably satisfactory to Lessor.

f. Standards for Consent. Without otherwise limiting the criteria upon which Lessor its consent to any proposed Transfer, the parties hereby agree that it shall be deemed presumptively reasonable for Lessor to withhold its consent to a proposed Transfer if:

(i) The proposed Transferee' s net worth (according to generally accepted accounting principles) is not sufficient to assume the obligations under the Transfer or perform the Lessee' s obligations under the Lease; provided, that if the Transfer consists of a sublease of less than all of the Premises, the determination of sufficient net worth shall take into account the fact that the Transferee' s obligations under the Lease shall be applicable to the portion of the Premises that is subleased by the Transferee;

(ii) The proposed Transferee' s use of the Premises is inconsistent with the permitted use of the Premises set forth in this Lease or the proposed Transferee is of a character or reputation which is not consistent with the quality of the Building or Project;

(iii) As to a Transfer of less than all of the Premises, the space to be Transferred is not regular in shape with appropriate means of ingress and egress suitable for normal leasing purposes;

(iv) The proposed Transferee is a governmental agency or instrumentality thereof or a person or entity (or an affiliate thereof) currently leasing or occupying space within the Project or with whom Lessor is then negotiating for the lease or occupancy of space within the Project;

(v) Lessee is in default under this Lease at the time Lessee requests consent to the proposed Transfer;

(vi) The proposed Transfer will result in more than a reasonable and safe number of occupants per floor within the space proposed to be Transferred or will result in insufficient parking for the Building; or

(vii) The proposed Transfer concerns more than ten thousand (10,000) square feet of Rentable Area of the Premises, and there is then available (or Lessor can make available) comparably-sized space for lease at the Project.

g. Right of Recapture. In addition to and without limitation upon, the other rights of Lessor in the event of a proposed Transfer by Lessee pursuant to this Article 13, in the event of a proposed Transfer by Lessee, Lessor may elect (by written notice delivered to Lessee within thirty (30) days following Lessee' s submission to Lessor of all information required pursuant to subsection 13.d. above) to terminate this Lease effective as of the date Lessee proposes to enter into such Transfer (or in the case of a proposed Transfer of less than all of the Premises, terminate this Lease as to the portion of the Premises proposed to be Transferred as of the date of such proposed Transfer). Nothing contained in this Article shall be deemed to nullify Lessor' s right to elect to terminate this Lease in accordance with this subsection 13.g. including, but not limited to, Lessor' s failure to exercise the right to terminate this Lease with respect to any previous Transfer. Further, Lessee understands and acknowledges that Lessor' s option to terminate this Lease rather than approve a proposed Transfer is a material inducement for Lessor' s agreeing to lease the Premises to Lessee upon the terms and conditions herein set forth and is deemed a reasonable limitation upon Lessee' s right to enter into a Transfer. Notwithstanding the foregoing provisions of this subsection 13.g, (i) if Lessor elects to exercise its termination right as provided herein, then Lessee shall have the right to rescind Lessee' s proposed Transfer by giving Lessor written notice of such rescission no later than five (5) days after Lessor has given Lessee notice of such termination, in which event no Transfer or termination shall occur and this Lease shall remain in full force and effect with respect to the entire Premises then subject to this Lease as if no such Transfer had been proposed by Lessee, and (ii) Lessor shall not exercise its right to terminate this Lease with respect to any proposed sublease, which, when combined with all other then effective sublease(s) of the Premises, would result in less than fifty percent (50%) of the Premises being subject to a sublease for a term that does not extend beyond the twenty-fourth (20) month of the Lease Term, provided, however, that any such proposed sublease shall be subject to all of the other terms and conditions of this Article 13.

h. Corporations and Partnerships. If Lessee is a partnership, a withdrawal or substitution (whether voluntary, involuntary, or by operation of law and whether occurring at one time or over a period of time) of any partner(s) owning twenty-five percent (25%) or more of the partnership, any assignment(s) of twenty-five percent (25%) or more (cumulatively) of any interest in the capital or profits of the partnership, or the dissolution of the partnership shall be deemed a Transfer of this Lease. If Lessee is a corporation, limited liability company or other entity, any dissolution, merger, consolidation or other reorganization of Lessee, any sale or transfer (or cumulative sales or transfers) of the capital stock of or equity interests in Lessee in excess of twenty-five percent (25%) or any sale (or cumulative sales) of more than fifty percent (50%) of the value of the assets of Lessee shall be deemed a Transfer of this Lease. This subsection 13.h. shall not apply to corporations the capital stock of which is publicly traded or to any Permitted Transfer.

i. Attorneys' Fees and Costs. Lessee shall pay, as additional rent, Lessor' s actual and reasonable costs and attorneys' fees incurred for reviewing, investigating, processing and/or documenting any requested Transfer, whether or not Lessor' s consent is granted.

j. Miscellaneous. Regardless of Lessor' s consent, no Transfer shall release Lessee of Lessee' s obligations under this Lease or alter the primary liability of Lessee to pay the Rentals and to perform all other obligations to be performed by Lessee hereunder. The acceptance of Rentals by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Upon default by any assignee of Lessee or any successor of Lessee in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee or successor. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with any assignee of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto and such action shall not relieve Lessee of liability under this Lease.

k. Reasonable Provisions. Lessee acknowledges that, but for Lessee' s identity, financial condition and ability to perform the obligations of Lessee under the Lease, Lessor would not have entered into this Lease nor demised the Premises in the manner set forth in this Lease, and that in entering into this Lease, Lessor has relied specifically on Lessee' s identity, financial condition, responsibility and capability of performing the obligations of Lessee under the Lease. Lessee acknowledges that Lessor' s rights under this Article 13, including the right to terminate this Lease or withhold consent to certain Transfers in Lessor' s sole and absolute discretion, are reasonable, agreed upon and bargained for rights of Lessor and that the Rentals set forth in the Lease have taken into consideration such rights. Lessee expressly agrees that the provisions of this Article 13 are not unreasonable standards or conditions for purposes of Section 1951.4(b)(2) of the California Civil Code, as amended from time to time under the Federal Bankruptcy Code or for any other purpose.

14. HOLD HARMLESS. Lessee shall to the fullest extent permitted by law, indemnify, defend with counsel acceptable to Lessor, and hold Lessor and Lessor' s employees, agents, partners, officers, directors and shareholders harmless from and against any and all claims, damages, losses, liabilities, penalties, judgments, and costs and expenses (including, without limitation, attorneys' fees) and any suit, action or proceeding brought pursuant thereto except to the extent caused by the gross negligence or willful misconduct of Lessor, or Lessor' s employees, agents,

partners, officers, directors or shareholders (collectively, "Claims"), including, without limitation, Claims for property damage, or personal injury including death, arising out of (i) Lessee' s use of the Premises or any part thereof, or any activity, work or other thing done in or about the Premises, (ii) any activity, work or other thing done, permitted in or about the Premises, or any part thereof during the Term of this Lease or at any other time that Lessee occupies all or any portion of the Premises, (iii) any breach or default in the performance of any obligation on Lessee' s part to be performed under the terms of this Lease, (including, without limitation, a failure to maintain insurance as provided in Article 16), or (iv) any act or negligence of the Lessee or Lessee' s Agents.

The indemnity herein shall extend to the costs and expenses incurred by Lessor for administrative expenses, consultant fees, expert costs, investigation expenses and costs incurred in settling indemnified claims, whether such costs occurred before or after any litigation is commenced. The obligations of Lessee pursuant to this Article 14 and elsewhere in this Lease with respect to indemnification of Lessor shall survive the Lease Termination and shall continue in effect until any and all claims, actions or causes of action with respect to any of the matters indemnified against are fully and finally barred by the applicable statute of limitations. In no event shall any of insurance provisions set forth in Article 16 of this Lease be construed as any limitation on the scope of indemnification set forth herein.

Lessee as a material part of the consideration to Lessor hereby assumes all risk of damage or loss to property or injury or death to person in, upon or about all portions of the Project from any cause except as hereinafter stated. Lessor or its agents shall not be liable for any damage or loss to property entrusted to employees of any part of the Project nor for loss or damage to any property by theft or otherwise, nor for any injury or death or damage or loss to persons or property resulting from any accident, casualty or condition occurring in or about any portion of the Project, or to any equipment, appliances or fixtures therein, or from any other cause whatsoever. Lessee' s assumption of risk and the exculpation of Lessor pursuant hereto is unqualified with the single exception that it shall not apply to the portion of any claim, damage or loss that arises out of Lessor' s gross negligence or willful misconduct and which is not covered by the insurance required to be maintained by Lessee pursuant to this Lease, but it shall apply without limitation to all other claims, damages or losses including those that arise out of Lessor' s or Lessor' s agents' contributory negligence, whether active or passive. Lessor or its agents shall not be liable for interference with the light or other incorporeal hereditaments, nor shall Lessor be liable for any latent defect in the Premises or in the Building. Notwithstanding any other provision of this Lease, in no event shall Lessor have any liability for loss of business (including, without limitation, lost profits) by Lessee. Lessee shall give prompt written notice to Lessor in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment.

If, by reason of any act or omission of Lessee or Lessee' s Agents, Lessor is made a party defendant to any litigation concerning this Lease or any part of the Project or otherwise, Lessee shall indemnify, defend with counsel acceptable to Lessor, and hold Lessor harmless from any liability and damages incurred by (or threatened against) Lessor as a party defendant, including without limitation all damages, costs and expenses, including attorneys' fees.

15. SUBROGATION. Lessor releases Lessee and Lessee' s officers, directors, agents, employees, partners and shareholders from any and all claims or demands for damages, loss, expense or injury arising out of any perils to the extent covered by insurance carried by Lessor, whether due to the negligence of Lessee or Lessee' s officers, directors, agents, employees, partners and shareholders and regardless of cost or origin, to the extent such waiver is permitted by Lessor' s insurers and does not prejudice the insurance required to be carried by Lessor under this Lease. Lessee releases Lessor and Lessor' s officers, directors, agents, employees, partners and shareholders from any and all claims or demands for damages, loss, expense or injury arising out of any perils which are insured against under any insurance carried by Lessee, whether due to the negligence of Lessor or its officers, directors, agents, employees, partners and shareholders and regardless of cost or origin, to the extent such waiver is permitted by Lessee' s insurers and does not prejudice the insurance required to be carried by Lessee under this Lease.

16 LESSEE' S INSURANCE.

a. Lessee shall, at Lessee' s expense, obtain and keep in force during the Term a policy of commercial general liability insurance, including the broad form endorsement, insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy, maintenance, repair or improvement of the Premises and all areas appurtenant thereto. Such insurance shall provide single limit liability coverage of not less than Five Million Dollars ($5,000,000.00) per occurrence for bodily injury or death and property damage. Such insurance shall name Lessor and, at Lessor' s request, Lessor' s mortgagee, each as an additional insured, and shall provide that Lessor and any such mortgagee, although an additional insured, may recover for any loss suffered by Lessor or Lessor' s agents by reason of Lessee' s or Lessee' s Agent' s negligence. All such insurance shall be primary and non-contributing with respect to any insurance maintained by Lessor and shall specifically insure Lessee' s performance of the indemnity and hold harmless agreements contained in Article 14 above although Lessee' s obligations pursuant to Article 14 shall not be limited to the amount of any insurance required of or carried by Lessee under this Article 16 and Lessee is responsible for ensuring that the amount of liability insurance carried by Lessee is sufficient for Lessee' s purposes. Lessee may carry said insurance under a blanket policy provided that such policy conforms with the requirements specified in this Article and the coverage afforded Lessor is not diminished thereby.

b. Lessee acknowledges and agrees that insurance coverage carried by Lessor will not cover Lessee' s property within the Premises or within the Building. Lessee shall, at Lessee' s expense, obtain and keep in force during the Term a policy of "All Risk" property insurance, including without limitation, coverage for earthquake and flood; boiler and machinery (if applicable); sprinkler damage; vandalism; malicious mischief; and demolition, increased cost of construction and contingent liability from changes in building laws on all leasehold improvements installed in the Premises by Lessee at its expense (if any), and on all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises, including improvements or fixtures hereinafter constructed or

installed on the Premises. Such insurance shall be in an amount equal to the full replacement cost of the aggregate of the foregoing and shall provide coverage comparable to the coverage in the Standard ISO All Risk form, when such form is supplemented with the coverage required above.

c. If Lessee fails to procure and maintain any insurance required to be procured and maintained by Lessee pursuant to this Lease, Lessor may, but shall not be required to, procure and maintain all or any portion of the same, at the expense of Lessee. Lessor' s election pursuant to this subsection 16.c. to procure and maintain all or any portion of the insurance which Lessee fails to procure and maintain is acknowledged by Lessee to be for Lessor' s sole benefit. Lessee acknowledges that any insurance procured and maintained by Lessor pursuant to this subsection 16.c. may not be sufficient to adequately protect Lessee. Any personal property insurance procured and maintained by Lessor for Lessee' s equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises, including improvements or fixtures hereinafter constructed or installed on the Premises, may not sufficiently cover the replacement cost thereof. Any insurance procured and maintained by Lessor pursuant to this subsection 16.c. may provide for less coverage than is required to be maintained by Lessee pursuant to this Lease. Lessee acknowledges and agrees that Lessee is and shall remain solely responsible for procuring insurance sufficient for Lessee' s purposes, notwithstanding the fact that Lessor has procured or maintained any insurance pursuant to this subsection 16.c. Any insurance required to be maintained by Lessee hereunder shall be in companies with a security rating of A or better, and a financial size category rating of X or better, in the then most recently published "Best' s Insurance Guide". Prior to occupancy of the Premises (and thereafter annually with respect to renewals, not later than fifteen (15) days prior to expiration of then existing policies), Lessee shall deliver to Lessor copies of the policies of insurance required to be kept by Lessee hereunder, or certificates evidencing the existence and amount of such insurance, with evidence satisfactory to Lessor of payment of premiums. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Lessor.

d. Not more frequently than once every year, Lessee shall increase the amounts of insurance as follows: (i) as recommended by Lessor' s insurance broker provided that the amount of insurance recommended by such broker shall not exceed the amount customarily required of tenants in comparable projects located within Mountain View/Palo Alto, California, or (ii) as required by Lessor' s lender. Any limits set forth in this Lease on the amount or type of coverage required by Lessee' s insurance shall not limit the liability of Lessee under this Lease.

17. SERVICES AND UTILITIES. Provided that Lessee is not in default beyond any applicable cure period hereunder, Lessor agrees to furnish to the Premises during reasonable hours of generally recognized business days, to be determined by Lessor in its reasonable discretion, and subject to the rules and regulations of the Building of which the Premises are a part, electricity for normal lighting, water, heat, air-conditioning and elevator service which are required in Lessor' s good faith judgment for the comfortable use and occupation of the Premises. During recognized business days for the Building, and subject to the reasonable rules and regulations of the Building and Project, Lessor shall furnish to the Premises and the Common Areas, janitorial service, window washing, fluorescent tube replacement and toilet supplies; provided, however, Lessor shall not be required to provide janitorial services for any portion of the Premises to the extent required as a result of the preparation or consumption of food or beverages (provided that nothing in this paragraph shall be construed as a consent by Lessor to the preparation or consumption of such food or beverages unless otherwise expressly provided elsewhere in this Lease). Lessor shall also maintain and keep lighted during such hours the common stairs, common entries and toilet rooms in the Building. Lessor shall not be liable for, and Lessee shall not be entitled to, any reduction of Rentals by reason of Lessor' s failure to furnish any of the foregoing when such failure is caused by casualty, Act of God, accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Lessor. Lessor shall not be liable under any circumstances for injury to or death of or loss or damage to persons or property or damage to Lessee' s business, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing. Wherever heat generating machines or equipment are used in the Premises which affect the temperature otherwise maintained by the air conditioning system, Lessor reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation and the cost of operation and maintenance thereof, shall be paid by Lessee to Lessor upon demand by Lessor as additional rent. The costs of all utilities and services furnished by Lessor to Lessee pursuant to this Article 17 which are not specified as being reimbursed or paid directly by Lessee shall be included as items of Building Operating Expenses.

Lessee will not, without the prior written consent of Lessor, use or permit the use of any apparatus or device in or upon the Premises (including, but without limitation thereto, machines using in excess of 120 volts), which will in any way increase the amount of gas, electricity or water usually furnished or supplied for the use of the Premises as general office space (which, as to electricity consumption, the parties hereby agree to mean not more than three (3) watts per square foot of usable area on a demand load basis); nor will Lessee connect or permit connection of any apparatus or device for the purpose of using gas, electric current or water with electric current, gas or water supply lines, except for electricity through existing electrical outlets in the Premises. If Lessee requires water or electric current in excess of that usually furnished or supplied for the use of the Premises as general office space, Lessee shall first procure the written consent of Lessor (which consent may be granted or withheld in Lessor' s sole and absolute discretion), to the use thereof and Lessor may cause a water or gas meter or electric current meter to be installed in the Premises so as to measure the amount of water, gas and electric current consumed for any such use. The cost of any such meters and of installation, maintenance and repair thereof shall be paid for by the Lessee and Lessee agrees to pay to Lessor, as additional rent, promptly upon demand therefor by Lessor

for all such water, gas and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility furnishing the same, plus any additional expense incurred in keeping account of the water, gas and electric current so consumed. If a separate meter is not installed, such excess cost for such water, gas and electric current will be conclusively established by an estimate made by a utility company or electrical engineer selected by Lessor.

18. RULES AND REGULATIONS. Lessee shall faithfully observe and comply with the rules and regulations that Lessor shall from time to time promulgate for the Building and the Project. Lessor reserves the right from time to time to make all reasonable modifications to said rules and regulations. The additions and modifications to these rules and regulations shall be binding upon Lessee upon delivery of a copy of them to Lessee. Lessor shall not be responsible to Lessee for the non-performance of any said rules by any other tenants or occupants. The current "Rules and Regulations" are attached hereto as Exhibit "C".

19. HOLDING OVER. For any possession of the Premises after the Lease Termination, Lessee shall be liable for all detriment proximately caused by Lessee' s possession, including, without limitation, attorneys' fees, costs and expenses and claims of any succeeding tenant founded on Lessee' s failure to vacate, and for payment to Lessor of Base Rent in an amount equal to the greater of (a) one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such Lease Termination, or (b) the fair market rental value for the Base Rent for the Premises, together with such other Rentals provided in this Lease to the date Lessee actually vacates the Premises, and such other remedies as are provided by law, in equity or under this Lease, including without limitation punitive damages recoverable under California Code of Civil Procedure Section 1174.

20. ENTRY BY LESSOR. Lessor reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by Lessor to Lessee hereunder, to submit said Premises to prospective purchasers, mortgagees, lenders or tenants, to post notices of non-responsibility, and to alter, improve or repair the Premises and any portion of the Building that Lessor may deem necessary or desirable, without any abatement of Rentals, and may for such purposes erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the entrance to the Premises shall not be unreasonably blocked thereby, and further provided that the business of the Lessee shall not be interfered with unreasonably. In no event shall Lessor have any liability to Lessee for, and Lessee hereby waives any claim for, damages or for any injury or inconvenience to or interference with Lessee' s business, any loss of occupancy or quiet enjoyment of the Premises, and any other damage or loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Lessee' s vaults, safes and files, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises, without liability to Lessee except for any failure to exercise due care for Lessee' s property under the circumstances of each entry. Any entry, to the Premises obtained by Lessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof. If Lessee has removed substantially all of Lessee' s property from the Premises, Lessor may, without abatement of Rentals, enter the Premises for alteration, renovation or decoration during the last thirty (30) days of the Term. With respect to any entry by Lessor into the Premises, Lessor shall be liable to Lessee solely for physical damage caused to Lessee' s personal property located within the Premises to the extent such damage is caused by Lessor' s active negligence or willful misconduct and which is not covered by the insurance required to be maintained by Lessee pursuant to this Lease, and only with respect to an entry in an non-emergency situation.

21. RECONSTRUCTION. If the Premises are damaged and rendered substantially untenantable, or if the Building is damaged (regardless of damage to the Premises) or destroyed, Lessor may, within ninety (90) days after the casualty, notify Lessee of Lessor' s election not to repair, in which event this Lease shall terminate at the expiration of the ninetieth (90th) day. If the Premises are damaged and rendered substantially untenantable during the last six (6) months of the Term, Lessee may terminate this Lease by giving written notice to the Lessor within fifteen (15) days after the date of such damage and this Lease shall terminate as of the date of such damage If Lessee does not terminate this Lease (to the extent Lessee has the right to do so) and Lessor elects to repair the damage or destruction, this Lease shall remain in effect and the then current Base Rent and Lessee' s Percentage Share of Building Expenses allocated to the Office Cost Pool shall be proportionately reduced during the period of repair. The reduction shall be based upon the extent to which the making of repairs interferes with Lessee' s business conducted in the Premises, as reasonably determined by Lessor. All other Rentals due hereunder shall continue unaffected, and Lessee shall have no claim against Lessor for compensation for inconvenience or loss of business during any period of repair or reconstruction. Lessee shall continue the operation of its business on the Premises during any period of reconstruction or repair to the extent reasonably practicable from the standpoint of prudent business management. Upon Lessor' s election to repair, Lessor shall diligently repair the damage to the extent of insurance proceeds available to Lessor. Lessor shall not be required to repair or replace, whether injured or damaged by fire or other cause, any items required to be insured by Lessee under this Lease including Lessee' s fixtures, equipment, merchandise, personal property, inventory, panels, decoration, furniture, railings, floor covering, partitions or any other improvements, alterations, additions, or property made or installed by Lessee to the Premises, and Lessee shall be obligated to promptly rebuild or restore the same to the same condition as they were in immediately before the casualty. Lessee hereby waives all claims for loss or damage to the foregoing. Lessee waives any rights to terminate this Lease if the Premises are damaged or destroyed, including without limitation any rights pursuant to the provisions of Subdivision 2 of Section 1932 and Subdivision 4 of Section 1933 of the Civil Code of California, as amended from time to time, and the provisions of any similar law hereinafter enacted. If the Lease is terminated by Lessor pursuant to this Article 21, the unused balance of the Security Deposit and any Rentals unearned as of the effective date of termination shall be refunded to Lessee. Lessee shall pay to Lessor any Rentals or other charges due Lessor under the Lease, prorated as of the effective date of termination. Notwithstanding anything to the contrary in the

foregoing, if the damage is due to the fault or neglect of Lessee, or Lessee' s Agents, there shall be no abatement of Base Rent or any other Rentals.

Notwithstanding the foregoing, if less than thirty-three percent (33%) of the Rentable Area of the Building is damaged from an insured casualty and the insurance proceeds actually available to Lessor for reconstruction (net of costs to recover such proceeds and after all claimants thereto including lienholders have been satisfied or waive their respective claims) ("Net Insurance Proceeds") together with the deductibles are sufficient to completely restore

the Building, Lessor agrees to make such reparations and continue this Lease in effect. If, upon damage of less than thirty-three percent (33%) of the Rentable Area of the Building there are not sufficient insurance proceeds actually available to allow Lessor to completely restore the Building, Lessor shall not be obligated to repair the Building and the provisions of the first paragraph of this Article shall control.

Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the whole or any part of the Premises, or for any damage to Lessee' s business, or any inconvenience or annoyance occasioned by such damage, or by any repair, reconstruction or restoration by Lessor, or by any failure of Lessor to make any repairs, reconstruction or restoration under this Article or any other provision of this Lease.

22. DEFAULT. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

a. Lessee' s failure to pay when due Base Rent or any other Rentals or other sums payable hereunder and such failure continues for three (3) days after receipt of written notice from Lessor;

b. Intentionally omitted;

c. Commencement, and continuation for at least thirty (30) days, of any case, action, or proceeding by, against, or concerning Lessee, or any guarantor of Lessee' s obligations under this Lease ("Guarantor' "), under any federal or state bankruptcy, insolvency, or other debtor' s relief law, including without limitation, (i) a case under Title 11 of the United States Code concerning Lessee, or a Guarantor, whether under Chapter 7, 11, or 13 of such Title or under any other Chapter, or (ii) a case, action, or proceeding seeking Lessee' s or a Guarantor' s financia1 reorganization or an arrangement any of Lessee' s or a Guarantor' s creditors;

d. Voluntary or involuntary appointment of a receiver, trustee, keeper, or other person who takes possession for more than thirty (30) days of substantially all of Lessee' s or a Guarantor' s assets, or of any asset used in Lessee' s business on the Premises, regardless of whether such appointment is as a result of insolvency or any other cause;

e. Execution of an assignment for the benefit of creditors of substantially all assets of Lessee or a Guarantor available by law for the satisfaction of judgment creditors;

f. Commencement of proceedings for winding up or dissolving (whether voluntary or involuntary) the entity of Lessee or a Guarantor, if Lessee or such Guarantor is a corporation, partnership, limited liability company or other entity;

g. Levy of a writ of attachment or execution on Lessee' s interest under this Lease, if such writ continues for a period of ten (10) days;

h. Any Transfer or attempted Transfer of this Lease by Lessee contrary to the provisions of Article 13 above;

i. With respect to any report that Lessee is required to submit hereunder, the knowing submission by Lessee of any false report;

j. The use or occupancy of the Premises for any use or purpose not specifically allowed by the terms of this Lease;

k. Breach by Lessee of any term, covenant, condition, warranty, or provision contained in this Lease or of any other obligation owing or due to Lessor other than as described in subsections 22.a., b., c., d., e., f., g., h., i. or j. of this Article 22, where such failure shall continue for the period specified in this Lease or if no such period is specified, for a period of thirty (30) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of Lessee' s default is such that more than thirty (30) days are reasonably required for its cure, Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure, to completion, and if Lessee provides Lessor with such security as Lessor may require to fully compensate Lessor for any loss or liability to which Lessor might be exposed; or

l. Breach by Lessee of that certain Net Office Lease between Lessor and Lessee dated November 13, 2009, as amended by that certain First Amendment to Net Office Lease dated February 10, 2011, as amended by that certain Second Amendment to Net Office Lease dated as of the Date of Lease set forth in Section l.c above (the "Related Lease"), as such Related Lease may be amended from time to time, which breach is not cured within any applicable notice and cure period.

23. REMEDIES UPON DEFAULT. Upon any default or breach by Lessee, at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have hereunder or otherwise at law or in equity by reason of such default or breach Lessor may do the following:

a. Termination of Lease. Lessor may terminate this Lease or Lessee' s right to possession of the Premises by notice to Lessee or any other lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee:

(i) The worth at the time of award of the unpaid Rentals which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid Rentals which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

(iii) The worth at the time of award (computed by discounting at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent) of the amount by which the unpaid Rentals for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and

(iv) Any other amounts necessary to compensate Lessor for detriment proximately caused by the default by Lessee or which in the ordinary course of events would likely result, including without limitation the reasonable costs and expenses incurred by Lessor for:

(A) Retaking possession of the Premises;

(B) Cleaning and making repairs and alterations (including installation of leasehold improvements, whether or not the same shall be funded by a reduction of rent, direct payment or otherwise) necessary to return the Premises to good condition and preparing the Premises for reletting;

(C) Removing, transporting, and storing any of Lessee' s property left at the Premises (although Lessor shall have no obligation to remove, transport, or store any of the property);

(D) Reletting the Premises, including without limitation, brokerage commissions, advertising costs, and attorneys' fees;

(E) Attorneys' fees, expert witness fees and court costs;

(F) Any unamortized real estate brokerage commissions paid in connection with this Lease; and

(G) Costs of carrying the Premises, such as repairs, maintenance, taxes and insurance premiums, utilities and security precautions, if any.

The "worth at the time of award" of the amounts referred to in Articles 23.a.(i) and 23.a.(ii) is computed by allowing interest at an annual rate equal to the greater of: ten percent (10%); or five percent (5%) plus the rate established by the Federal Reserve Bank of San Francisco, as of the 25th day of the month immediately preceding the default by Lessee, on advances to member banks under Section 13 and 13(a) of the Federal Reserve Act, as now in effect or hereafter from time to time amended (the "Stipulated Rate"). The computation of the amount of rental loss that could be or could have been reasonably avoided by Lessor pursuant to California Civil Code section 1951.2 shall take into account the use restrictions set forth in Article 8.a. above except to the extent that Lessee proves that under all circumstances the enforcement of the use restriction would be unreasonable.

b. Continuation of Lease. In the event of any default or breach by Lessee, then in addition to any other remedies available to Lessor at law or in equity and under this Lease, Lessor shall have the remedy described in California Civil Code Section 1951.4 (Lessor may continue this Lease in effect after Lessee' s default and abandonment and recover Rent as it becomes due, provided Lessee has the right to sublet or assign, subject only to reasonable limitations). In addition, Lessor shall not be liable in any way whatsoever for its failure or refusal to relet the Premises. For purposes of this Article 23.b., the following acts by Lessor will not constitute the termination of Lessee' s right to possession of the Premises: (i) acts of maintenance or preservation or efforts to relet the Premises, including, but not limited to, alterations, remodeling, redecorating, repairs, replacements and/or painting as Lessor shall consider advisable for the purpose of reletting the Premises or any part thereof; or (ii) the appointment of a receiver upon the initiative of Lessor to protect Lessor' s interest under this Lease or in the Premises.

c. Other Remedies. Lessor may pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State in which the Premises are located.

d. General. The following shall apply to Lessor' s remedies:

(i) No entry upon or taking of possession of the Premises or any part thereof by Lessor, nor any letting or subletting thereof by Lessor for Lessee, nor any appointment of a receiver, nor any other act of Lessor, whether acceptance of keys to the Premises or otherwise, shall constitute or be construed as an election by Lessor to terminate this Lease or Lessee' s right to possession of the Premises unless a written notice of such election be given to Lessee by Lessor.

(ii) If Lessor elects to terminate this Lease or Lessee' s right to possession hereunder, Lessee shall surrender and vacate the Premises in broom-clean condition, and Lessor may re-enter and take possession of the Premises and may eject all parties in possession or eject some and not others or eject none. Any personal property of or under the control of Lessee remaining on the Premises at the time of such re-entry may be considered and treated by Lessor as abandoned.

24. EMINENT DOMAIN. If more than twenty-five percent (25%) of the area of the Premises is taken or appropriated for any public or quasi-public use under the power of eminent domain, or conveyed in lieu thereof, either party hereto shall have the right, at its option, to terminate this Lease by written notice to the other party given within ten (10) days of the date of such taking, appropriation or conveyance, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made (the "Award") in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for (and hereby assigns to Lessor any claim which Lessee may have for) the value of any unexpired Term of this Lease. If any part of the Building or the Project other than the Premises may be so taken, appropriated or conveyed, Lessor shall have the right at its option to terminate this Lease, and in any such event Lessor shall be entitled to the entire Award whether or not this Lease is terminated. If this Lease is terminated as provided above: (i) the termination shall be effective as of the date upon which title to the Premises, the Building, the Project, or a portion thereof, passes to and vests in the condemnor or the effective date of any order for possession if issued prior to the date title vests in the condemnor; (ii) Lessor shall refund to Lessee any prepaid but unearned Rentals and the unused balance of the Security Deposit; and (iii) Lessee shall pay to Lessor any Rentals or other charges due Lessor under the Lease, prorated as of the date of taking.

If less than twenty-five percent (25%) of the Premises is so taken, appropriated or conveyed, or more than twenty-five percent (25%) thereof is so taken, appropriated or conveyed and neither party elects to terminate as herein provided, (i) Lessor shall be entitled to the entirety of the Award, and Lessee shall be entitled to make a claim for any separate award attributable to any taking of Lessee' s trade fixtures so long as any such award to Lessee does not reduce the amount of the Award available to Lessor; and (ii) the Rental thereafter to be paid hereunder for the Premises shall be reduced in the same ratio that the percentage of the area of the Premises so taken, appropriated or conveyed bears to the total area of the Premises immediately prior to the taking, appropriation or conveyance. In addition, if any Rentable Area in the Building containing the Premises is so taken, appropriated or conveyed and this Lease is not terminated by Lessor, Lessee' s Percentage Share of Building Expenses allocated to the Office Cost Pool shall be adjusted pursuant to Article 7.

Notwithstanding this Article 24 above, upon a temporary taking of all or any portion of the Premises, the Lease shall remain in effect and Lessee shall continue to pay and be liable for all Rentals under this Lease. Upon such temporary taking, Lessee shall be entitled to any Award for the temporary use of the portion of the Premises taken which is attributable to the period prior to the date of Lease Termination, and Lessor shall be entitled to any portion of the Award for such use attributable to the period after Lease Termination. As used in this paragraph, a temporary taking shall mean a taking for a period of one year or less and does not include a taking which is to last for an indefinite period and/or which will terminate only upon the happening of a specified event unless it can be determined at the time of the taking when such event will occur.

25. OFFSET STATEMENT; MODIFICATIONS FOR LENDER. Lessee shall at any time and from time to time within ten (10) days following request from Lessor execute, acknowledge and deliver to Lessor a statement in writing, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), (ii) acknowledging that there are not, to Lessee' s knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed, (iii) certifying the date Lessee entered into occupancy of the Premises and that Lessee is open and conducting business at the Premises, (iv) certifying the date to which Rentals and other charges are paid in advance, if any, (v) evidencing the status of this Lease as may be required either by a lender making a loan affecting or a purchaser of the Premises, or part of the Project from Lessor, (vi) certifying that all improvements to be constructed on the Premises by Lessor are substantially completed (if applicable), except for any punch list items which do not prevent Lessee from using the Premises for its intended use, and (vii) certifying such other matters relating to this Lease and/or the Premises as may be requested by Lessor or a lender making a loan to Lessor or a purchaser of the Premises, or any part of the Project from Lessor. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Project, or any interest therein. Lessee shall, within ten (10) days following request of Lessor, deliver such other documents including Lessee' s financial statements as are reasonably requested in connection with the sale of, or loan to be secured by, any portion of the Project, or any interest therein.

If in connection with obtaining financing for all or any portion of the Project, any lender shall request modifications of this Lease as a condition to Lessor obtaining such financing, Lessee will not unreasonably withhold, delay or condition its consent thereto, provided that such modifications do not increase the financial obligations of Lessee hereunder or materially and adversely affect the leasehold interest hereby created or Lessee' s rights hereunder.

26. PARKING. Lessee shall have the right to use the number of non-exclusive parking spaces located within the Project as designated in Article 1.k. without charge during the Term; except, however, notwithstanding anything to the contrary contained in this Lease, if a charge, fee, tax or other imposition is assessed against Lessor or the Project by applicable governmental authorities based upon use of parking spaces at the Project or is required by applicable governmental authorities to be assessed by Lessor upon users of parking spaces at the Project, then Lessee shall pay its equitable share of such charge, fee, tax or other imposition to Lessor monthly in advance as additional rent. Use of all parking spaces shall be subject to rules and regulations established by Lessor which may be altered at any time and from time to time during the Term. The location of all parking spaces may be designated from time to time by Lessor. Neither

Lessee nor Lessee' s Agents shall at any time use more parking spaces than the number so allocated to Lessee or park or permit the parking of their vehicles in any portion of the Parcel not designated by Lessor as a non-exclusive parking area. Lessee and Lessee' s Agents shall not have the exclusive right to use any specific parking space, except as expressly stated in this Article 26.

Notwithstanding the number of parking spaces designated for Lessee' s non-exclusive use, in the event by reason of any rule, regulation, order, law, statute or ordinance of any governmental or quasi-governmental authority relating to or affecting parking on the Parcel, or any cause beyond Lessor' s reasonable control, Lessor is required to reduce the number of parking spaces on the Parcel, Lessor shall have the right to proportionately reduce the number of Lessee' s parking spaces and the non-exclusive parking spaces of other tenants of the Building. Lessor reserves the right in its absolute discretion: to determine whether parking facilities are becoming overcrowded and in such event to re-allocate parking spaces among Lessee and other tenants of the Project; to have any vehicles owned by Lessee or Lessee' s Agents which are parked in violation of the provisions of this Article 26 or Lessor' s rules and regulations relating to parking, towed away at Lessee' s cost, after having given Lessee reasonable notice. In the event Lessor elects or is required by any law to limit or control parking on the Parcel, by validation of parking tickets or any other method, Lessee agrees to participate in such validation or other program under such reasonable rules and regulations as are from time to time established by Lessor. Lessor shall have the right to close all or any portion of the parking areas at reasonable times for any purpose, including, without limitation, the prevention of a dedication thereof, or the accrual of rights in any person or the public therein. Employees of Lessee shall be required to park in areas designated for employee parking, if any. The parking areas shall not be used by Lessee or Lessee' s Agents for any purpose other than the parking of motor vehicles and the ingress and egress of pedestrians and motor vehicles.

27. AUTHORITY. The Lessee represents and warrants that each individual executing this Lease on behalf of said entity is duly authorized to execute and deliver this Lease on behalf of said entity in, accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation or on behalf of said partnership in accordance with the partnership agreement of such partnership or otherwise on behalf of said entity in accordance with the organizational documents governing such entity, and that this Lease is binding upon said entity in accordance with its terms. If Lessee is a corporation or other entity, Lessee shall, upon execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation or other evidence of organizational approval authorizing or ratifying the execution of this Lease. If Lessee fails to deliver such resolution or other evidence to Lessor upon execution of this Lease, Lessor shall not be deemed to have waived its right to require delivery of such resolution or other evidence, and at any time during the Term. Lessor may request Lessee to deliver the same, and Lessee agrees it shall thereafter promptly deliver such resolution or other evidence to Lessor. If Lessee is a corporation or other entity, Lessee hereby represents, warrants, and covenants that (i) Lessee is a valid and existing corporation or other entity; (ii) Lessee is qualified to do business in California; (iii) all fees and all franchise and corporate taxes of Lessee are paid to date, and will be paid when due; (iv) all required forms and reports will be filed when due; and (v) the signers of this Lease are properly authorized to execute this Lease on behalf of Lessee and to bind Lessee hereto.

28. SURRENDER OF PREMISES.

a. Condition of Premises. Lessee shall, upon Lease Termination, surrender the Premises in the condition required pursuant to subsection 10.b. above, and otherwise in broom clean, trash free, and in the same condition received, reasonable wear and tear, and casualty and condemnation, alone excepted. By written notice to Lessee, Lessor may elect to cause Lessee to remove from the Premises or cause to be removed, at Lessee' s expense, any logos, signs, notices, advertisements or displays placed on the Premises by Lessee. If the Premises is not so surrendered as required by this Article 28, Lessee shall indemnify, defend and hold harmless Lessor from and against any loss or liability resulting from Lessee' s failure to comply with the provisions of this Article 28, including, without limitation, any claims made by any succeeding tenant or losses to Lessor due to lost opportunities to lease to succeeding tenants, and the obligations of Lessee pursuant hereto shall survive the Lease Termination.

b. Removal of Personal Property. Lessee shall remove all its personal property from the Premises upon Lease Termination, and shall immediately repair all damage to the Premises, Building and Common Area caused by such removal. Any personal property remaining on the Premises after Lease expiration or sooner termination may be packed, transported, and stored at a public warehouse at Lessee' s expense. If after Lease Termination and, within ten (10) days after written demand by Lessor, Lessee fails to remove Lessee' s personal property or, if removed by Lessor, fails to pay the removal expenses, the personal property may be deemed abandoned property by Lessor and may be disposed of as Lessor deems appropriate. Lessee shall repair any damage to the Premises caused by or in connection with the removal of any personal property, including without limitation, the floor and patch and paint the walls, when required by Lessor, to Lessor' s reasonable satisfaction, all at Lessee' s sole cost and expense. The provisions of this Article 28 shall survive Lease Termination.

29. LESSOR DEFAULT AND MORTGAGEE PROTECTION. Lessor shall not be in default under this Lease unless Lessee shall have given Lessor written notice of the breach, and, within thirty (30) days after notice, Lessor has not cured the breach or, if the breach is such that it cannot reasonably be cured under the circumstances within thirty (30) days, has not commenced diligently to prosecute the cure to completion. The liability of Lessor pursuant to this Lease shall be limited to Lessor' s interest in the Building and any money judgment obtained by Lessee based upon Lessor' s breach of this Lease or otherwise relating to this Lease or the Premises, shall be satisfied only out of the proceeds of the sale or disposition of Lessor' s interest in the Building (whether by Lessor or by execution of judgment). Lessee agrees that the obligations of Lessor under this Lease do not constitute personal obligations of the individual partners,

whether general or limited, members, directors, officers or shareholders of Lessor, and Lessee shall not seek recourse against the individual partners, members, directors, officers or shareholders of Lessor or any of their personal assets for satisfaction of any liability with respect to this Lease. Upon any default by Lessor under this Lease, Lessee shall give notice by registered mail to any beneficiary or mortgagee

of a deed of trust or mortgage encumbering the Premises, and/or any portion of the Project, whose address shall have been furnished to it, and shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default, including time to obtain possession of the Premises, and/or Project, or any portion thereof, by power of sale or judicial foreclosure, if such should prove necessary to effect a cure.

30. RIGHTS RESERVED BY LESSOR. Lessor reserves the right from time to time, without abatement of Rentals and without limiting Lessor' s other rights under this Lease: (i) to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Project above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises which are located in the Premises or located elsewhere outside the Premises, and to expand any building within the Project; (ii) to designate other land outside the current boundaries of the Project be a part of the Project, in which event the Parcel shall be deemed to include such additional land, and the Common Areas shall be deemed to include Common Areas upon such additional land; (iii) to add additional buildings and/or other improvements (including, without limitation, additional parking structures or extension of existing parking structures) to the Project, which may be located on land added to the Project pursuant to clause (ii) above; (iv) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscape areas and walkways; (v) to close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building or the Project, or any portion thereof; (vii) to grant the right to the use of the Exterior Common Area to the occupants of other improvements located on the Parcel; (viii) to designate the name, address, or other designation of the Building and/or Project, without notice or liability to Lessee; (ix) to close entrances, doors, corridors, elevators, escalators or other Building facilities or temporarily abate their operation; (x) to change or revise the business hours of the Building; and (xi) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas, the Building or any other portion of the Project as Lessor deems to be appropriate in the exercise of its reasonable business judgment.

31. EXHIBITS. Exhibits and riders, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease are a part hereof.

32. WAIVER. No covenant, term or condition in this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any covenant, term or condition herein shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing. The acceptance by Lessor of any sum less than that which is required to be paid by Lessee shall be deemed to have been received only on account of the obligation for which it is paid (or for which it is allocated by Lessor, in Lessor' s absolute discretion, if Lessee does not designate the obligation as to which the payment should be credited), and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in a letter of transmittal. Lessor' s efforts to mitigate damages caused by any default by Lessee shall not constitute a waiver of Lessor' s right to recover damages for any default by Lessee. No custom or practice which may arise between the parties hereto in the administration of the terms hereof shall be construed as a waiver or diminution of Lessor' s right to demand performance by Lessee in strict accordance with the terms of this Lease.

33. NOTICES. All notices, consents and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices, consents and demands by Lessor to Lessee shall be personally delivered, sent by overnight courier providing receipt of delivery (such as Federal Express), or sent by United States Certified Mail, postage prepaid return receipt requested, addressed to Lessee as designated in Article 1.1., or to such other place as Lessee may from time to time designate in a notice to Lessor pursuant to this Article 33. All notices and demands by Lessee to Lessor shall be personally delivered, sent by overnight courier providing receipt of delivery (such as Federal Express) or sent by United States Certified Mail, postage prepaid return receipt requested (provided that a copy of any such notice or demand so sent by United States Certified Mail shall be concurrently sent by Lessee to Lessor by facsimile transmission), addressed to Lessor as designated in Article 1.1., or to such other person or place as Lessor may from time to time designate in a notice to Lessee pursuant to this Article 33. Notices sent by overnight courier shall be deemed delivered upon the next business day following deposit with such overnight courier for next business day delivery. Mailed notices shall be deemed delivered two (2) business days after deposit in the United States mail as required by this Article 33.

34. JOINT OBLIGATIONS. If Lessee consists of more than one person or entity, the obligations of each Lessee under this Lease shall be joint and several.

35. MARGINAL HEADINGS. The captions of paragraphs and articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

36. TIME. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor except as to the delivery of possession of the Premises to Lessee.

37. SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained, subject to the provisions of Article 13, apply to and bind the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto.

38. RECORDATION. Upon request by Lessor, Lessee shall execute and acknowledge a short form of this Lease in form for recording which may be recorded at Lessor' s election. Lessee shall not record this Lease or a short form or memorandum hereof without the prior written consent of Lessor.

39. QUIET POSSESSION. Upon Lessee paying the Rentals reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee' s part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire Term, subject to all the provisions of this Lease and subject to any ground or underlying leases, mortgages or deeds of trust now or hereafter affecting the Premises or the Building and the rights reserved by Lessor hereunder.

40. LATE CHARGES; ADDITIONAL RENT AND INTEREST.

a. Late Charges. Lessee acknowledges that late payment by Lessee to Lessor of Rentals or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which are impracticable or extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by the terms of any mortgage or trust deed covering the Premises or any part of the Project. Accordingly, if any installment of Rentals or any other sum due from Lessee is not received by Lessor or Lessor' s designee within three (3) business days after the due date, then Lessee shall pay to Lessor, in each case, a late charge equal to ten percent (10%) of such overdue amount (provided, that for the first such instance in which a late charge is payable by Lessee to Lessor under this Article 40.a. in any eighteen (18) month period, such late charge shall be equal to five percent (5%) (instead of 10%) of such overdue amount). The parties agree that such late charge represents a fair and reasonable estimate of the cost that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charges by Lessor shall in no event constitute a waiver of Lessee' s default with respect to such overdue amount, nor prevent Lessor from exercising any of its other rights and remedies under this Lease. Notwithstanding the foregoing, Lessor will not assess a late charge until Lessor has given written notice of such late payment for the first late payment in any eighteen (18) month period and after Lessee has not cured such late payment within three (3) days from receipt of such notice. No other notices will be required during the following eighteen (18) months for a late charge to be incurred

b. Rentals, Additional Rent and Interest. All taxes, charges, costs, expenses, and other amounts which Lessee is required to pay hereunder, including without limitation Lessee' s Percentage Share of Building Expenses allocated to the Office Cost Pool, and all interest and charges (including late charges) that may accrue thereon upon Lessee' s failure to pay the same and all damages, costs and expenses which Lessor may incur by reason of any default by Lessee shall be deemed to be additional rent hereunder. Upon nonpayment by Lessee of any additional rent, Lessor shall have all the rights and remedies with respect thereto as Lessor has for the nonpayment of Base Rent. The term "Rentals" as used in this Lease is Base Rent and all additional rent. Any payment due from Lessee to Lessor (including but not limited to Base Rent and all additional rent) which is not paid within three (3) business days of when due shall bear interest from the date when due until paid, at an annual rate equal to the maximum rate that Lessor is allowed to contract for by law. Payment of such interest shall not excuse or cure any default by Lessee. In addition, Lessee shall pay all costs and attorneys' fees incurred by Lessor in collection of such amounts. All Rentals and other moneys due under this Lease shall survive the Lease Termination. Interest on Rentals past due as provided herein shall be in addition to the late charges levied pursuant to 40.a, above. All Rentals shall be paid to Lessor, in lawful money of the United States of America which shall be legal tender at the time of payment, at the address of Lessor a provided herein, or to such other person or at such other place as Lessor may from time to time designate in writing. If at any time during the Term Lessee pays any Rentals by check which is returned for insufficient funds, Lessor shall have the right, in addition to any other rights or remedies Lessor may have hereunder, to require that Rentals thereafter be paid in cash or by cashier' s or certified check.

41. PRIOR AGREEMENTS. This Lease contains all of the agreements of the parties hereto with respect to the Premises, this Lease or any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest, This Lease shall not be effective or binding on Lessor until fully executed by Lessor.

42. INABILITY TO PERFORM. This Lease and the obligations of the Lessee hereunder shall not be affected or impaired because the Lessor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, Acts of God, or any other cause, similar or dissimilar, beyond the reasonable control of the Lessor.

43. ATTORNEYS' FEES. If either party to this agreement shall bring an action to interpret or enforce this agreement or for any relief against the other, including, but not limited to, declaratory relief or a proceeding in arbitration, the losing party shall pay to the prevailing party a reasonable sum for attorney' s fees, expert witness fees and other costs incurred in such action or proceeding. Additionally, the prevailing party shall be entitled to all additional attorney' s fees and costs incurred in enforcing and collecting any

such judgment or award. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney' s fees and costs incurred in enforcing such award or judgment.

44. SALE OF PREMISES BY LESSOR. Upon a sale or conveyance by the Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor) of Lessor' s interest in the Building, other than a transfer for security purposes only, the Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be relieved, from and after the date of such transfer, of all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor or the then grantor at the time of transfer and in which Lessee has an interest, less any deductions permitted by law or this Lease, shall be delivered to Lessor' s successor. Following such sale or conveyance by Lessor or the then grantor, Lessee agrees to look solely to the responsibility of the successor-in-interest of Lessor in and to this Lease. This Lease shall not be affected by any such sale or conveyance and Lessee agrees to attorn to the purchaser or assignee.

45. SUBORDINATION/ATTORNMENT. This Lease shall automatically be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting any portion of the Project and to the lien of any mortgages or deeds of trust (including all advances thereunder, renewals, replacements, modifications, supplements, consolidations, and extensions thereof) in any amount or amounts whatsoever now or hereafter placed on or against any portion of the Project, or on or against Lessor' s interest or estate therein, or on or against any ground or underlying lease, without the necessity of the execution and delivery of any further instruments on the part of Lessee to effectuate such subordination; provided only, that in the event of termination of any such ground or underlying lease or upon the judicial or non-judicial foreclosure of any such mortgage or deed of trust, so long as Lessee is not in default, the holder thereof shall agree to recognize Lessee' s rights under this Lease as long as Lessee shall pay the Rentals and observe and perform all the provisions of this Lease to be observed and performed by Lessee. Lessee covenants and agrees to execute and deliver upon demand and without charge therefor, such further instruments evidencing the subordination of this Lease to such ground or underlying leases and/or to the lien of any such mortgages or deeds of trusts as may be required by Lessor or a lender making a loan affecting the Project; provided that such mortgagee or beneficiary under such mortgage or deed of trust or lessor under such ground or underlying lease agrees in writing that so long as Lessee is not in default under this Lease, this Lease shall not be terminated in the event of any foreclosure or termination of any ground or underlying lease. Failure of Lessee to execute such instruments evidencing subordination of this Lease shall constitute a default by Lessee under this Lease. If any mortgagee, beneficiary or lessor elects to have this Lease prior to the lien of its mortgage, deed of trust or lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust or lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or lease or the date of the recording thereof. Following the full execution of this Lease, Lessor agrees to use commercially reasonable efforts to obtain from any existing holder of a mortgage or deed of trust ("Existing Mortgagee") a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA"); provided, that if Lessee and the Existing Mortgagee have not executed an SNDA within ninety (90) days after the date hereof, then this Lease shall terminate and, be of no further force- and effect except for obligations of Lessee and Lessor that survive a termination of this Lease.

If any proceedings are brought to terminate any ground or underlying leases or for foreclosure, or upon the exercise of the power of sale, under any mortgage or deed of trust covering any portion of the Project, Lessee shall attorn to the lessor or purchaser upon any such termination, foreclosure or sale and recognize such lessor or purchaser as the Lessor under this Lease. So long as Lessee is not in default hereunder and attorns as required above, this Lease shall remain in full force and effect for the full term hereof after any such termination, foreclosure or sale.

46. NAME. Lessee shall not use any name, picture or representation of the Building or Project for any purpose other than as an address of the business to be conducted by the Lessee in the Premises.

47. SEVERABILITY. Any provision of this Lease which proves to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease and all such other provisions shall remain in full force and effect; however, if Lessee' s obligation to pay the Rentals is determined to be invalid or unenforceable, this Lease shall terminate at the option of Lessor.

48. CUMULATIVE REMEDIES. Except has otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

49. CHOICE OF LAW. This Lease shall be governed by the laws of the State of California.

50. SIGNS. Lessee shall not inscribe, paint, affix or place any sign, awning, canopy, advertising matter, decoration or lettering upon any portion of the Premises, including, without limitation, any exterior door, window or wall, without Lessor' s prior written consent. Lessee shall have the right to use, subject to Lessor' s prior written approval, which approval shall not be unreasonably withheld, Building-standard suite signage at the main entrances to the Premises and Lessee' s Percentage Share of Building-standard lobby signage.

51. GENDER AND NUMBER. Wherever the context so requires, each gender shall include any other gender, and the singular number shall include the plural and vice-versa.

52. CONSENTS. Whenever the consent of Lessor is required herein, the giving or withholding of such consent in any one or any number of instances shall not limit or waive the need for such consent in any other or future instances. Any consent given by Lessor shall not be binding upon Lessor unless in writing and signed by Lessor or Lessor' s agents. Notwithstanding any other provision of this Lease, where Lessee is required to obtain the consent of Lessor to do any act, or to refrain from the performance of any act, Lessee agrees that if Lessee is in default with respect to any term, condition, covenant or provision of this Lease, then Lessor shall be deemed to have acted reasonably in withholding its consent if said consent is, in fact, withheld.

53. BROKERS. Lessee warrants that it has had no dealing with any real estate broker or agents in connection with the negotiation of this Lease excepting only the broker or agent designated in Article 1.m., and that it knows of no other real estate broker or agent who is entitled to or can claim a commission in connection with this Lease. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) with respect to any alleged leasing commission or equivalent compensation alleged to be owing on account of Lessee' s dealings with any real estate broker or agent, other than the brokers listed in Article 1.m. Lessor warrants that it has had no dealing with any real estate broker or agents in connection with the negotiation of this Lease excepting only the brokers or agents designated in Article 1.m., and that it knows of no other real estate broker or agent who is entitled to or can claim a commission in connection with this Lease. Lessor shall pay the brokerage commission due to the brokers listed in Article 1.m. in accordance with a separate agreement and agrees to indemnify, defend and hold Lessee harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) with respect to any alleged leasing commission or equivalent compensation alleged to be owing on account of Lessor' s dealings with any real estate broker or agent.

54. SUBSURFACE AND AIRSPACE. This Lease confers on Lessee no rights either with respect to the subsurface of the Parcel or with regard to airspace above the top of the Building or above any paved or landscaped areas on the Parcel or Common Area and Lessor expressly reserves the right to use such subsurface and airspace areas, including without limitation the right to perform construction work thereon and in regard thereto. Any diminution or shutting off of light, air or view by any structure which may be erected by Lessor on those portions of the Parcel, Common Area and/or Building reserved by Lessor shall in no way affect this Lease or impose any liability on Lessor. Lessor shall have the exclusive right to use all or any portion of the roof, side and rear walls of the Premises and Building for any purpose. Lessee shall have no right whatsoever to the exterior of the exterior walls or the roof of the Premises or any portion of the Project outside the Premises except as provided in Article 55 of this Lease.

55. COMMON AREA. For purposes of the Lease, "Common Area" shall collectively mean the following:

a. Exterior Common Area. That portion of the Parcel other than the land comprising the property, and all facilities and improvements on such portion for the non-exclusive use of Lessee in common with other authorized users, including, but not limited to, vehicle parking areas, driveways, sidewalks, landscaped areas, and the facilities and improvements necessary for the operation thereof (the "Exterior Common Area"); and

b. Building Common Area. That portion of the Building in which the Premises are located, and all of the facilities therein, set aside by Lessor for the non-exclusive use of Lessee in common with other authorized users, including, but not limited to, entrances, lobbies, halls, atriums, corridors, toilets and lavatories, passenger elevators and service areas (the "Building Common Area").

Subject to the limitations and restrictions contained in this Lease, and the Rules and Regulations, Lessor grants to Lessee and Lessee' s Agents the nonexclusive right to use the Common Area in common with Lessor, Lessor' s agent, other occupants of the Building and Project, other authorized users and their agents, subject to the provisions of this Lease. The right to use the Common Area shall terminate upon Lease Termination.

56. LABOR DISPUTES. If Lessee becomes involved in or is the object of a labor dispute which subjects the Premises or any part of the Project to any picketing, work stoppage, or other concerted activity which in the reasonable opinion of Lessor is in any manner detrimental to the operation of any part of the Project, or its tenants, Lessor shall have the right to require Lessee, at Lessee' s own expense and within a reasonable period of time specified by Lessor, to use Lessee' s best efforts to either resolve such labor dispute or terminate or control any such picketing, work stoppage or other concerted activity to the extent necessary to eliminate any interference with the operation of the Projector its tenants. To the extent such labor dispute interferes with the performance of Lessor' s duties hereunder, Lessor shall be excused from the performance of such duties and Lessee hereby waives any and all claims against Lessor for damages or losses in regard to such duties. If Lessee fails to use its best efforts to so resolve such dispute or terminate or control such picketing, work stoppage or other concerted activity within the period of time specified by Lessor, Lessor shall have the right to terminate this Lease. Nothing contained in this Article 56 shall be construed as placing Lessor in an employer-employee relationship with any of Lessee' s employees or with any other employees who may be involved in such labor dispute. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all liability (including, without limitation, attorneys' fees and expenses) arising from any labor dispute in which Lessee is involved and which affects any part of the Project.

57. CONDITIONS. All agreements by Lessee contained in this Lease, whether expressed as covenants or conditions, shall be construed to be both covenants and conditions, conferring upon Lessor, upon breach thereof, the right to terminate this Lease.

58. LESSEE' S FINANCIAL STATEMENTS. Lessee hereby warrants that all financial statements delivered by Lessee to Lessor prior to the execution of this Lease by Lessee, or that shall be delivered in accordance with the terms hereof, are or shall be at the time delivered true, correct, and complete, and prepared in accordance with generally accepted accounting principles. Lessee acknowledges

and agrees that Lessor is relying on such financial statements in accepting this Lease, and that a breach of Lessee' s warranty as to such financial statements shall constitute a default by Lessee.

59. LESSOR NOT A TRUSTEE. Lessor shall not be deemed to be a trustee of any funds paid to Lessor by Lessee (or held by Lessor for Lessee) pursuant to this Lease. Lessor shall not be required to keep any such funds separate from Lessor' s general funds or segregated from any funds paid to Lessor by (or held by Lessor for) other tenants of the Building. Any funds held by Lessor pursuant to this Lease shall not bear interest.

60. MERGER. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

61. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Lease shall be construed as creating a partnership or joint venture between Lessor, Lessee, or any other party, or cause Lessor to be responsible for the debts or obligations of Lessee or any other party.

62. LESSOR' S RIGHT TO PERFORM LESSEE' S COVENANTS. Except as otherwise expressly provided herein, if Lessee fails at any time to make any payment or perform any other act on its part to be made or performed under this Lease, then upon ten (10) days written notice to Lessee (provided that no such notice shall be required in the event of an emergency), Lessor may, but shall not be obligated to, and without waiving or releasing Lessee from any obligation under this Lease, make such payment or perform such other act to the extent that Lessor may deem desirable, and in connection therewith, pay expenses and employ counsel. All sums so paid by Lessor and all penalties, interest and costs in connection therewith shall be due and payable by Lessee to Lessor as additional rent upon demand.

63. PLANS. Lessee acknowledges that any plan of the Project which may have been displayed or furnished to Lessee or which may be a part of Exhibit "A" or Exhibit "B" is tentative; Lessor may from time to time change the shape, size, location, number, and extent of the improvements shown on any such plan and eliminate or add any improvements to the Project, in Lessor' s sole discretion.

64. INTENTIONALLY DELETED.

65. WAIVER OF JURY. LESSOR AND LESSEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY ON ANY CAUSE OF ACTION, CLAIM, COUNTER-CLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LESSOR AGAINST LESSEE OR LESSEE AGAINST LESSOR ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

66. JOINT PARTICIPATION. Lessor and Lessee hereby acknowledge that both parties have been represented by counsel in connection with this Lease and that both parties have participated in the negotiation and drafting of all of the terms and provisions hereof. By reason of this joint participation, no term or provision of this Lease will be construed against either party as the "drafter" thereof, which terms and provisions shall include, without limitation, Article 14 hereof.

67. NON DISCLOSURE. Lessee acknowledges that the content of this Lease and the terms and conditions of Lessee' s lease of the Premises during the Term pursuant hereto are confidential information. Lessee shall keep, and Lessee shall cause Lessee' s broker to keep, such confidential information strictly confidential and neither Lessee nor Lessee' s broker shall disclose such confidential information to, any person or entity other than Lessee' s financial, legal, and space planning consultants, or as may be required by applicable disclosure laws or other applicable laws. Without limiting the generality of the foregoing, Lessee shall cause Lessee' s broker not to include any of the terms and conditions of Lessee' s lease of the Premises during the Term on Lessee' s broker' s inventory tracking systems or other systems reporting on lease transactions within the marketplace

68. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

IF THIS LEASE HAS BEEN FILLED IN, IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE LESSOR BY THE REAL ESTATE BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTIONS RELATING THERETO.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease as of the date first written above.

LESSOR:

EAGLE SQUARE PARTNERS,

By: PROM XX, INC.
a California corporation
agent for owner

By: PROMETHEUS REAL ESTATE GROUP, INC.,
a California corporation,
agent for owner

By: /s/ Darren R. Carrington

Print Name: Darren R. Carrington

Its: SVP Portfolio Mgt

By: /s/ John D. Millham

Print Name: John D. Millham

Its: EVP - Acquisitions

LESSEE:

PURE STORAGE, INC.,
a Delaware corporation

By: /s/ Scott Dietzen

Its: CEO

By: /s/ John Colgrove

Print Name: John Colgrove

Its: CTO

EXHIBIT “A”

FLOOR PLAN OF THE PREMISES

EXHIBIT "B"

DEPICTION OF TIIE PROJECT

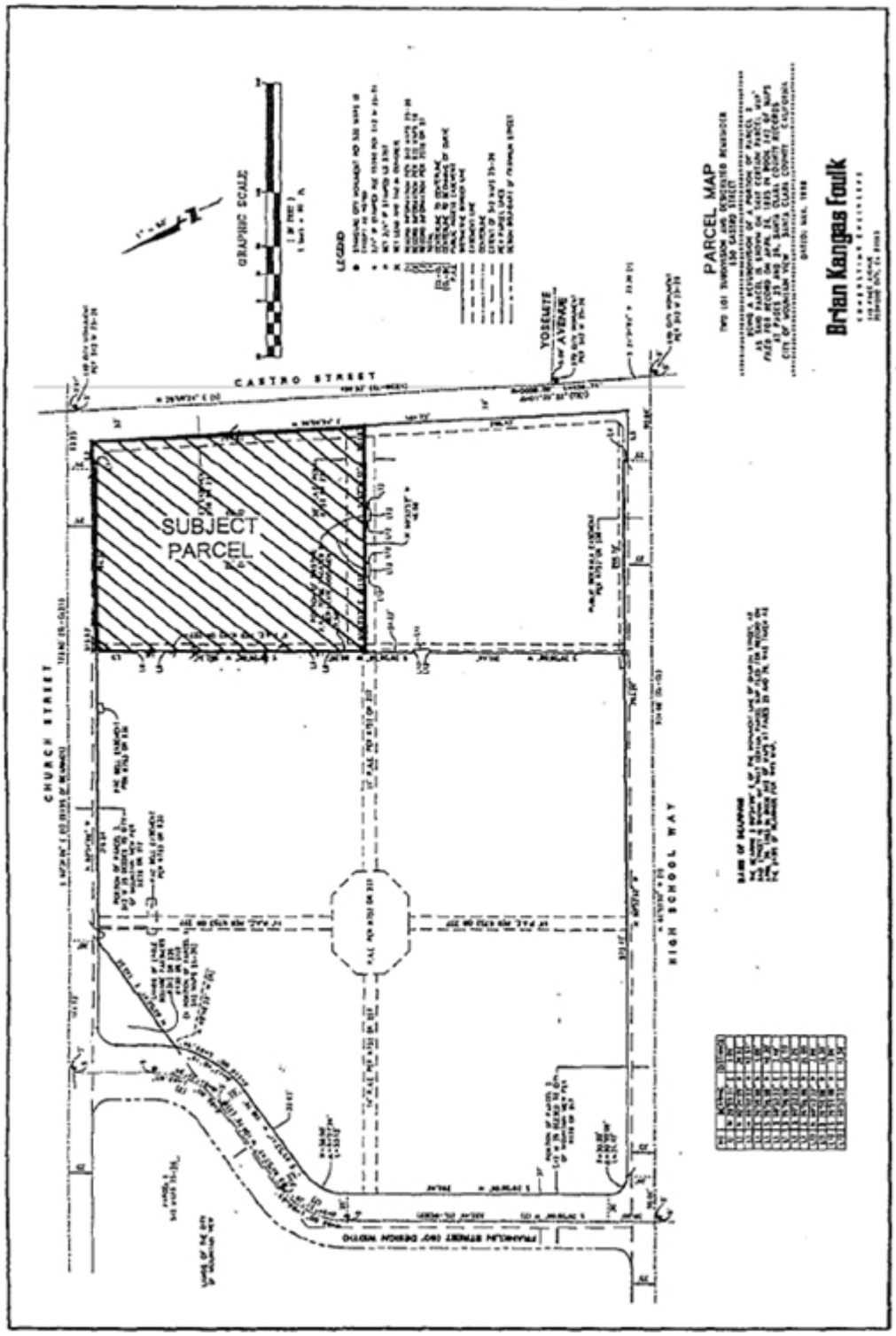

EXHIBIT "C"

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without prior written consent of Lessor. Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Lessee. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Lessee by a person approved of by Lessor. Lessee shall not place anything or allow anything to be places near the glass of any exterior window, door, partition or wall which may appear unsightly from outside the Premises. Lessee shall not, without prior written consent of Lessor cover or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Lessee or used by Lessee for any purpose other than for ingress or egress from its Premises.

3. Lessor will furnish Lessee, free of charge, with two keys to each door lock in the Premises. Lessor may make a reasonable charge for any additional keys. Lessee shall return all keys issued for the Premises. Lessee shall pay to Lessor the costs of re-keying the Premises if all keys are not returned. Without Lessor' s prior approval and otherwise complying with the provisions of this Lease governing the making of Alterations, Lessee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

4. The Common Area toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Lessee who, or whose agents, officers, employees, contractors, servants, invitees or guests shall have caused it.

5. Lessee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the time and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Lessor, stand on supports of such thickness as is necessary to properly distribute the weight. Lessor will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee.

6. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner as Lessor shall designate. Unless otherwise agreed to in writing by Lessor, any such movement of furniture, freight, or equipment shall be made during non-business hours for the Building.

7. Lessee shall have the right to use the loading facilities provided at the Building, if any, in common with the other tenants. All Lessee deliveries of bulk items shall be through the Building loading facilities, if any. Freight elevator(s) will be available for use by all tenants in the Building, subject to such reasonable scheduling as Lessor, in its discretion, deems appropriate. Lessor shall have the right at its sole discretion to prohibit Lessee' s delivery through the main lobbies.

8. Lessee shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be in or kept in or about the Premises or Building (other than "seeing-eye" dogs or other animals providing assistance to disabled persons).

9. The Premises will not be used for lodging storage of merchandise, washing clothes, or manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking will be done or permitted on the Premises without Lessor' s consent, except the use by Lessee of Underwriters Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, and the use of a microwave oven for employees use will be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

10. Lessee shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or any method of heating or air conditioning other than supplied by Lessor.

11. Lessor shall approve in writing the method of attachment of any objects affixed to walls, ceilings or doors. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for the wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor. Lessee shall not install any wiring above the ceiling tiles that does not comply with the

fire codes. Any such wiring shall be removed immediately at the expense of Lessee. Lessee will not affix any floor covering to the floor of the Premises in any manner except as approved by Lessor.

12. All cleaning and janitorial services for the Building and the Premises will be provided exclusively through Lessor, and except with the written consent of Lessor, no person or persons other than those approved by Lessor will be employed by Lessee or permitted to enter the Building for the purpose of cleaning the same.

13. Lessee will store all its trash and garbage within its Premises or in other facilities provided by Lessor. Lessee will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Lessor.

14. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 7:00 a.m. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. Lessor shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, riot, public excitement or other commotion, Lessor reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of the Building and of property in the Building.

15. Lessee will not waste electricity, water or air conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of the Building' s heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Lessee has actual notice, and will refrain from attempting to adjust controls. Lessee will keep corridor doors closed, and shall keep all window coverings pulled down.

16. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

17. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of Lessor.

18. Lessor shall have the right, exercisable without notice and without liability to Lessee to change the name and street address of the Building or the Project.

19. Lessee shall not disturb, solicit or canvass any occupant of the Building or Project and shall cooperate to prevent the same.

20. Lessor shall have the right to control and operate the public portions of the Building and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

21. All entrance doors in the Premises shall be left locked when the Premises are not in use and all doors opening to public corridors shall be kept closed except for normal ingress or egress from the Premises.

22. Without the written consent of Lessor, Lessee shall not use the name of the Building or Project in connection with or in promoting or advertising the business of Lessee except at Lessee' s address.

23. The current "Building Hours" are between 7:00 a.m. to 6:00 p.m. on weekdays, Monday through Friday, except generally recognized Building holidays.

24. Lessee will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the Building or the Project. Lessee will not interfere with radio or television broadcasting or reception from or in the Project or elsewhere. If Lessee desires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Lessor' s approval, and comply with, Lessor' s reasonable rules and requirements applicable to such services, which may include (without limitation) separate licensing by, and fees paid to, Lessor.

25. Lessee agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency.

26. Lessee assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

27. Lessor may prohibit smoking in the Building and/or any other portion of the Project and may require Lessee and any of its employees, agents, clients, customers, invitees and guests who desire to smoke, to smoke within designated smoking areas within the Project, if any such smoking areas are provided.

28. Lessee' s requirements will be attended to by Lessor only upon appropriate application to Lessor' s management office for the Project by an authorized individual of Lessee. Employees of Lessor will not perform any work or do anything outside of their

regular duties unless under special instructions from Lessor, and no employee of Lessor will admit any person (Lessee or otherwise) to any office without specific instructions from Lessor.

29. In the event of any conflict between these Rules and Regulations and the Lease of which they are a part, the other provisions of the Lease shall prevail. Lessor may waive any one or more of these Rules and Regulations for the benefit of Lessee or any other tenant, but no such waiver by Lessor will be construed as a waiver of such Rules and Regulations in favor of Lessee or any other tenant, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project.

EXHIBIT D

LETTER OF CREDIT

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

DATED:

BENEFICIARY:
EAGLE SQUARE PARTNERS
20400 STEVENS CREEK BLVD., SUITE 130
CUPERTINO, CA 95014

AS "LANDLORD"

APPLICANT:
PURE STORAGE, INC.
650 CASTRO STREET, SUITE 400
MOUNTAIN VIEW, CA 94041

AS "TENANT"

AMOUNT:

EXPIRATION DATE:

LOCATION:

LADIES AND GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF008401 IN YOUR FAVOR. THIS LETTER OF CREDIT IS AVAILABLE BY SIGHT PAYMENT WITH OURSELVES ONLY AGAINST PRESENTATION AT THIS OFFICE OF THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY.
2. YOUR SIGHT DRAFT DRAWN ON US IN THE FORM ATTACHED HERETO AS EXHIBIT "A".
3. A DATED CERTIFICATION PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE BENEFICIARY, FOLLOWED BY HIS/HER PRINTED NAME AND DESIGNATED TITLE, STATING EITHER OF THE FOLLOWING:

    (A.) "AN EVENT OF DEFAULT (AS DEFINED IN THE LEASE) HAS OCCURRED BY PURE STORAGE, INC. AS TENANT UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN TENANT, AND BENEFICIARY, AS LANDLORD. FURTHERMORE THIS IS TO CERTIFY THAT: (I) LANDLORD HAS GIVEN WRITTEN NOTICE TO TENANT TO CURE THE DEFAULT AND SUCH DEFAULT HAS NOT BEEN CURED UP TO THIS DATE OF DRAWING UNDER THIS LETTER OF CREDIT AND ALL APPLICABLE CURE PERIOD (IF ANY) HAS EXPIRED; AND (II) THE TERMS AND CONDITIONS OF THE LEASE AUTHORIZE LANDLORD TO NOW DRAW DOWN ON THE LETTER OF CREDIT."

    OR

    (B.) "WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT BENEFICIARY HAS NOT RECEIVED AN EXTENSION AT LEAST FOR ONE YEAR TO THE EXISTING LETTER OF CREDIT OR A REPLACEMENT LETTER OF CREDIT SATISFACTORY TO THE BENEFICIARY."

THE LEASE AGREEMENT MENTIONED ABOVE IS FOR IDENTIFICATION PURPOSES ONLY AND IT IS NOT INTENDED THAT SAID LEASE AGREEMENT BE INCORPORATED HEREIN OR FORM PART OF THIS LETTER OF CREDIT.

PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED. THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY ANY DRAWINGS HEREUNDER FOR ENDORSEMENT OF THE DRAWING AMOUNT AND WILL BE RETURNED TO THE BENEFICIARY UNLESS IT IS FULLY UTILIZED.

WE AGREE THAT WE SHALL HAVE NO DUTY OR RIGHT TO INQUIRE AS TO THE BASIS UPON WHICH BENEFICIARY HAS DETERMINED THAT THE AMOUNT IS DUE AND OWING OR HAS DETERMINED TO PRESENT TO US ANY DRAFT UNDER THIS LETTER OF CREDIT, AND THE PRESENTATION OF SUCH DRAFT IN STRICT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, SHALL AUTOMATICALLY RESULT IN PAYMENT TO THE BENEFICIARY.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND YOU A NOTICE BY REGISTERED MAIL/ OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND NOVEMBER 30, 2020, WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT MAY ALSO BE CANCELED PRIOR TO ANY PRESENT OR FUTURE EXPIRATION DATE, UPON RECEIPT BY SILICON VALLEY BANK BY OVERNIGHT COURIER OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OF THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS (IF ANY) FROM THE BENEFICIARY TOGETHER WITH A STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY ON COMPANY LETTERHEAD STATING THAT THE LETTER OF CREDIT IS NO LONGER REQUIRED AND IS BEING RETURNED FOR CANCELLATION.

THIS LETTER OF CREDIT IS TRANSFERABLE ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY TO A SINGLE BENEFICIARY AS TRANSFEREE AND ONLY UP TO THE THEN AVAILABLE AMOUNT IN FAVOR OF ANY NOMINATED TRANSFEREE THAT IS THE SUCCESSOR IN INTEREST TO BENEFICIARY (“TRANSFEREE”), ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATION, INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U. S. DEPARTMENT OF TREASURY AND U. S. DEPARTMENT OF COMMERCE. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINAL AMENDMENT(S), IF ANY,

MUST BE SURRENDERED TO US AT OUR ADDRESS INDICATED IN THIS LETTER OF CREDIT TOGETHER WITH OUR LETTER OF TRANSFER DOCUMENTATION AS PER ATTACHED EXHIBIT “B” DULY EXECUTED. THE CORRECTNESS OF THE SIGNATURE AND TITLE OF THE PERSON SIGNING THE TRANSFER FORM MUST BE VERIFIED BY BENEFICIARY’ S BANK. APPLICANT SHALL PAY OUR TRANSFER FEE OF 1/4 OF 1% OF THE TRANSFER AMOUNT (MINIMUM US$250.00) UNDER THIS LETTER OF CREDIT. ANY REQUEST FOR TRANSFER WILL BE EFFECTED BY US SUBJECT TO THE ABOVE CONDITIONS. HOWEVER, ANY REQUEST FOR TRANSFER IS NOT CONTINGENT UPON APPLICANT’ S ABILITY TO PAY OUR TRANSFER FEE. ANY TRANSFER OF THIS LETTER OF CREDIT MAY NOT CHANGE THE PLACE OR DATE OF EXPIRATION OF THE LETTER OF CREDIT FROM OUR ABOVE SPECIFIED OFFICE. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE LETTER OF CREDIT AND WE SHALL FORWARD THE ORIGINAL OF THE LETTER OF CREDIT SO ENDORSED TO THE TRANSFEREE.

DRAFT(S) AND DOCUMENTS MUST INDICATE THE NUMBER AND DATE OF THIS LETTER OF CREDIT.

WE HEREBY AGREE THAT DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO: SILICON VALLEY BANK, 3003 TASMAN DRIVE, 2ND FLOOR, MAIL SORT HF210, SANTA CLARA, CALIFORNIA 95054, ATTENTION: GLOBAL FINANCIAL SERVICES - STANDBY LETTER OF CREDIT DEPARTMENT (THE “BANK’ S OFFICE”). PRESENTATIONS MAY BE MADE IN PERSON OR BY OVERNIGHT COURIER DELIVERY SERVICE OR BY FACSIMILE ON OR BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE OF THIS CREDIT.

SHOULD BENEFICIARY WISH TO MAKE PRESENTATIONS UNDER THIS LETTER OF CREDIT ENTIRELY BY FACSIMILE TRANSMISSION (IT NEED NOT TRANSMIT THE LETTER OF CREDIT). IT MAY DO SO IN LIEU OF PRESENTING THE PHYSICAL DOCUMENTS OTHERWISE REQUIRED FOR PRESENTATION UNDER THE TERMS OF THIS LETTER OF CREDIT. PROVIDED HOWEVER, SHOULD IT ELECT TO DO SO, EACH SUCH FACSIMILE TRANSMISSION SHALL BE MADE ON A BUSINESS DAY AT FAX NO. (408) 496-2418 OR (408) 969-6510; AND SIMULTANEOUSLY UNDER TELEPHONE ADVICE TO: (408) 654-6274 OR (408) 654-7127 OR (408) 654-7716 OR (408) 654-3035 AND, ON THE DAY OF SUCH TRANSMISSION, BE IMMEDIATELY FOLLOWED BY BENEFICIARY’ S SENDING TO US ALL OF THE ORIGINALS OF SUCH FAXED DOCUMENTS TOGETHER WITH THE ORIGINAL OF THIS LETTER OF CREDIT BY OVERNIGHT MAIL OR COURIER SERVICE TO THE BANK’ S OFFICE AS DESCRIBED ABOVE. PROVIDED FURTHER, HOWEVER, WE WILL DETERMINE TO HONOR OR DISHONOR ANY SUCH FACSIMILE PRESENTATION PURELY ON THE BASIS OF OUR EXAMINATION OF SUCH FACSIMILE PRESENTATION, AND WILL NOT EXAMINE THE ORIGINALS.

AS USED HEREIN, THE TERM “BUSINESS DAY” MEANS A DAY ON WHICH WE ARE OPEN AT OUR ABOVE ADDRESS IN SANTA CLARA, CALIFORNIA TO CONDUCT OUR LETTER OF CREDIT BUSINESS. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE UCP (AS HEREINAFTER DEFINED), IF THE EXPIRATION DATE OR THE FINAL EXPIRATION DATE IS NOT A BUSINESS DAY THEN SUCH DATE SHALL BE AUTOMATICALLY EXTENDED TO THE NEXT SUCCEEDING DATE WHICH IS A BUSINESS DAY.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS PRESENTED UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO SILICON VALLEY BANK, IF PRESENTED ON OR BEFORE THE EXPIRATION DATE OF THIS CREDIT.

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600 (THE "UCP").

SILICON VALLEY BANK

(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)

EXHIBIT "E"

DISPUTE RESOLUTION

If Lessor and Lessee disagree on whether the Security Deposit should be reduced pursuant to Article 6 of the Lease, then Lessee may elect by written notice to Lessor to challenge the Lessor' s decision not to reduce the Security Deposit (a "Challenge Notice"). If Lessee delivers a Challenge Notice, then the parties shall agree on a certified public account with at least ten (10) years' experience as a certified public accountant (the "CPA") who has previously not acted in any capacity for either Lessor or Lessee (and whose employer, if any, has not acted in such capacity). The CPA shall make the determination of whether the Security Deposit should be reduced solely based on the provisions of Article 6 after reviewing the materials provided by Lessee to Lessor pursuant to such Article and such other supporting information as is requested by the CPA (and which information shall be promptly be provided by Lessee). The cost of the CPA shall be shared equally by Lessor and Lessee. The determination of the CPA shall be conclusive and binding upon Lessor and Lessee for the purposes set forth in this Exhibit E.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made and entered as of this 12th day of September, 2013 (the "**Effective Date**"), by and between -EAGLE SQUARE PARTNERS, a California, limited partnership ("**Lessor**"), and PURE STORAGE, INC., a Delaware corporation ("**Lessee**").

RECITALS:

A. Lessor and-Lessee entered, that: certain Mountain View City Center Net-Office Lease dated September 12, 2013 (the "**Lease**") pursuant to which Lessor leased to Lessee certain premises (as more particularly described in the Lease) commonly known as 650 Castro Street, Suites 260 and 300, Cupertino, California;; and containing-approximately 44,506 square feet-of Rentable Area (the "**Original Premises**"). All initial capitalized terms used, but not defined, herein shall have the Meanings ascribed to such terms in the Lease.

B. Lessor and Lessee now desire to enter this First Amendment to amend the Lease to provide for the temporary expansion of the Premises and to otherwise amend the Lease on the terms and conditions set forth in this First Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and- sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. INCORPORATION OF-RECITALS. The recitals expressed in A and B above are true and correct, incorporated herein, and made a part of this First Amendment by this reference.

2. EXPANSION OP PREMISES. Commencing on the Effective Date; the Premises subject to the Lease shall be amended to include Suite 200 of the Building containing approximately one thousand-nine hundred four (1,904) square feet of Rentable Area (the "**Expansion Premises**"). From and after the Effective Date, the Premises as originally defined in Article 1.d of the Lease shall therefore refer to both the Original Premises and the Expansion Premises, except as otherwise provided herein.

a. Lessee acknowledges that (i) the Expansion Premises are leased in an entirely "AS IS" condition, (ii) neither Lessor nor any employee, representative or agent of Lessor has made any representation or warranty, express or implied with respect to the Expansion premises, and (iii) Lessor shall have no obligation to improve or alter the Expansion Premises for the benefit of Lessee.

b. Commencing on the Effective Date and continuing until such date as the Term of the Lease has expired as regards the Expansion Premises (as provided in Section 3(a) below) and Lessee has surrendered possession of the Expansion Premises to Lessor in accordance with the Lease (as amended by this First Amendment), Lessee' s Percentage Share shall be increased by one and eighty-four hundredths percent (1.84%) to reflect the additional Rentable Area of the Expansion premises, and Lessee shall pay Lessee' s Percentage Share of Building Expenses allocable both to the Original Premises and the Expansion Premises.

3. AMENDMENTS. As of the Effective Date, the Lease shall be amended as follows:

a. The Term of the Lease as regards the Original Premises is unchanged. The Term of the Lease as regards the Expansion Premises only shall commence on the Effective Date and shall expire on March 31, 2014, which shall be the Expiration Date as regards the Expansion Premises.

b. The Base Rent for the Expansion of Premises shall equal Eleven Thousand Three Hundred Twenty-Eight and Eighty Hundredths Dollars ($11,328.80) per month.

c. The amount of the Security Deposit is unchanged. Lessee acknowledges, however, that from and after the Effective Date, (i) the Security Deposit shall be held by Lessor as a security deposit for the Lease, as amended by this First Amendment, and (ii) Lessee shall not have the right to any return or reduction of any of the Security Deposit upon the expiration or earlier termination of the Term of the Lease for the Expansion Premises or upon Lessees surrender of possession of the Expansion Premises;

4. BROKERS: Lessor and Lessee each warrant to the other that, except for Cassidy Turley ("**CT**") representing Lessor and Cornish & Carey Commercial Newmark Knight Frank ("**C&C**") representing Lessee, it has had no dealings with any real estate broker or agent-in connection with this First Amendment, and that Lessor and Lessee know of no other real-estate broker who is entitled to or can claim a commission in connection with this First Amendment. Lessee shall indemnify defend and hold Lessor harmless from and against any and all claims demands, losses, liabilities, lawsuits, judgments and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) with respect to any alleged leasing, commission or equivalent compensation alleged to be owing on account of Lessee' s dealings with any real estate broker agent other than C&C.

5. NON‐DISCLOSURE. Lessee acknowledges that the terms and conditions of this First Amendment are confidential and proprietary nature ("**Confidential Information**"), reflecting a business transaction between Lessor and Lessee. Lessee shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Lessee shall not disclose the Confidential Information to any third parties, including, but not limited to real estate brokers, existing tenants of the Project, prospective tenants of the Protect, or any other person or entity without the prior written permission of Lessor. Disclosure of the Confidential Information by Lessee to unauthorized parties will constitute a breach of the Lease

6. MISCELLANEOUS

a. This First Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one instrument. The parties contemplate that they may be executing counterparts of this First Amendment transmitted by facsimile or electronic mail and agree and intend that a signature by facsimile machine or by PDF copy transmitted by electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

b. Except as set forth in this First Amendment, the Lease shall remain unchanged and in full force and effect. If there is any inconsistency between the terms of this First Amendment and the terms of the lease, the terms of this First Amendment shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the Effective Date.

LESSOR

EAGLE SQUARE PARTNERS
a California limited partnership

By: PROM XX, INC.
a California corporation, its general partner

By: PROMETHEUS REAL ESTATE GROUP, INC., a California corporation, agent for owner

By: /s/ Darren R. Carrington

Print Name: Darren R. Carrington

Its: SVP Portfolio Mgt.

By: _____

Print Name: _____

Its: _____

LESSEE:

PURE STORAGE, INC.
a Delaware corporation

By: /s/ Scott Dietzen

Print Name: Scott Dietzen

Its: CEO

By: /s/ John Colgrove

Print Name: John Colgrove

Its: CTO

SECOND AMENDMENT TO NET OFFICE LEASE

THIS SECOND AMENDMENT TO NET OFFICE LEASE (this "**Second Amendment**") is made and entered as of this 12th day of September, 2013 (the "**Effective Date**"), by and between EAGLE SQUARE PARTNERS, a California limited partnership ("**Lessor**"), and PURE STORAGE, INC., a Delaware corporation (f/k/a 0S76, Inc., a Delaware corporation) ("**Lessee**").

RECITALS:

A. Lessor and Lessee entered that certain Net Office Lease dated November 13, 2009 (the "**Original Lease**"), as amended by that certain First Amendment to Net Office Lease ("**First Amendment**") dated February 10, 2011 (the Original Lease as amended by the First Amendment being referred to herein as the "**Lease**"), pursuant to which Lessor has leased to Lessee the premises known as 650 Castro Street, Suite 400, Mountain View, California, consisting of approximately ten thousand nine hundred ninety-two (10,992) square feet of Rentable Area (as more particularly described therein). All initial capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Lease.

B. Lessor and Lessee now desire to enter this Second Amendment to amend the Lease on the terms and conditions set forth in this Second Amendment,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. INCORPORATION OF RECITALS. The recitals expressed in A and B above are true and correct, incorporated herein, and made a part of this Second Amendment by this reference.

2. EXTENSION OPTION.

a. The Expiration Date of the current Term of the Lease is October 16, 2015. Lessor hereby grants Lessee the option to extend the Term of the Lease for one (1) period of three (3) years (the "**Extended Term**"), upon the same terms and conditions set forth in the Lease unless otherwise modified herein, except that the Premises shall remain in their then as-is condition and Lessor shall have no obligation to construct or pay for any improvements or Alterations, Lessee shall have no further right to extend the Lease Term, and Base Rent for the Extended Term shall be adjusted as provided herein. To exercise Lessee' s option to extend the Term, Lessee shall give Lessor written notice (an "**Option Notice**") of such exercise no earlier than twelve (12) months and no later than nine (9) months before the Expiration Date. Notwithstanding the foregoing, Lessee shall only have the right to extend the Term if both at the time that Lessee gives Lessor an Option Notice and as of the commencement of the Extended Term (i) no default by Lessee exists under the Lease (as amended by this Second Amendment) which remains uncured beyond the applicable notice and cure period, and (ii) Lessor has not notified Lessee that an event or condition exists which, with the giving of notice or the passage of time or both, could constitute such a default; provided, that if such an event or condition has occurred but is cured by Tenant

prior to becoming a default under the Lease (beyond applicable notice and cure period), then such event or condition shall have no effect on Lessee' s right to extend the Term as provided herein (as long as no other event or condition has occurred and continues under clauses (i) or (ii) at the time the Option Notice is to be given or at the commencement of the Extended Term).

b. Base Rent per month for the Extended Term shall equal the then current Fair Market Rent (as hereinafter defined) for the Premises. The parties shall have thirty (30) days after Lessor receives the Option Notice within which to agree upon the amount of then-current Fair Market Rent for the Premises. If the parties are unable to agree, in their sole and absolute discretion, on the Fair Market Rent for the Premises within such thirty (30) day period, then the Fair Market Rent as of the commencement of the Extended Term shall be determined as provided on Exhibit X attached hereto and made a part hereof. As used in this Second Amendment, the tern "Fair Market Rent" for the Premises shall mean the then prevailing fair market rent for the Premises as of the commencement of the Extended Term. In determining such rate, the parties will consider first class, "Class A" office space comparable in size and quality to the Premises, if any, located in the vicinity of the Project in the Mountain View, California office market, including, without limitation, and taking into consideration all other factors normally considered when determining fair market rental value (including, without limitation, the duration of the Extended Term, that Lessor is not required to pay any commissions and such rental increases as may be appropriate during such period). Upon determination of the Fair Market Rent for the Premises, the parties shall immediately execute an amendment to the Lease stating the adjustment of the Base Rent as of the commencement of the Extended Term. In the event Lessee has retained the services of a real estate broker to represent Lessee during the negotiations in connection with the Extended Term, it is expressly understood that Lessor shall have no obligation for the payment of all or any part of a real estate commission or other brokerage fee to Lessee' s real estate broker in connection with the Extended Term. Lessee shall be solely responsible for payment of fees for services rendered to Lessee by such broker in connection with the Extended Term.

c. Lessor' s ability to plan for the orderly transaction of its rental business, to accommodate the needs of other existing and potential tenants, and to enjoy the benefits of increasing rentals at such times as Lessor is able to do so in its sole and absolute discretion are fundamental elements of Lessor' s willingness to provide Lessee with the option to extend contained herein. Accordingly, Lessee hereby acknowledges that strict compliance with the notification provisions contained herein, and Lessee' s strict compliance with the time periods for such notification contained herein, are material elements of the bargained for exchange between Lessor and Lessee and are material elements of Lessee' s consideration paid to Lessor in exchange for the grant of the option. Therefore, Lessee' s failure to adhere strictly and completely to the provisions and time frame contained in this provision shall render the option automatically null, void and of no further force or effect, without notice, acknowledgement, or any action of any nature or sort required of Lessor. Lessee acknowledges that no other act or notice, other than the express written notice set forth hereinabove, shall act to put Lessor on notice of Lessee' s intent to extend, and Lessee hereby waives any claims to the contrary, notwithstanding any other actions of Lessee during the preceding Term of this Lease or any statements, written or oral, of Lessee to Lessor to the contrary during the preceding Term of this Lease.

d. The option to extend granted pursuant hereto is personal to the original Lessee signatory to the Lease and cannot be assigned, transferred or conveyed to, or exercised for the benefit of, any other person or entity (voluntarily, involuntarily, by operation of law or otherwise) including, without limitation, to any assignee or sublessee permitted under Article 13 of the Lease, except in the event of an assignment or sublease that constitutes a Permitted Transfer under subsection 13.a of the Lease.

3. AMENDMENTS. As of the Effective Date, the Lease shall be amended as follows:

a. Security Deposit. Section 6 of the Lease is amended by adding "and such default is not cured within the applicable notice and cure period" to the second sentence after "Lease Termination,".

b. Building Taxes and Building Operating Expenses. Subsection 7.b of the Lease is amended by adding the word "reasonable" to the first sentence of the second paragraph after the phrase "notice of Lessor' s", by added "reasonably" to the last sentence of the second paragraph after the phrase "Landlord may at any time during the Term", and by replacing "ten (10) days" in the fourth paragraph with "twenty (20) days".

c. Building Operating Expenses. Subsection 7.b.(i)(A) of the Lease is amended by adding the following to the end of such subsection "All capital improvement costs or expenditures included in Building Operating Expenses shall be amortized over the useful life of the applicable capital improvement in accordance with generally accepted accounting principles."

d. Project Expenses. Subsection 7.b.(i)(B) of the Lease is amended by adding "provided such assessments would be permitted as a Project Expense" after the phrase "all annual assessments and special assessments levied or charged against the Project and/or Lessor pertaining to the Project by any owner' s association to which the Project is subject and/or otherwise under any matters of record to which the Project is subject" and by replacing "a management fee equal to five percent (5%)" with "a management fee equal to the actual management fee paid by Lessor not to exceed four percent (4%) of gross receipts from the Project".

e. Other Taxes. Subsections 7.c.(i) and 7.c.(ii) of the Lease are each amended by deleting each "**ten (10) days**" and replacing with twenty (20) days".

f. Exclusions to Operating Expenses. Subsection 7.d of the Lease is amended by adding "except that earthquake insurance deductibles in excess of Two Dollars ($2.00) per square foot of Rentable Area leased by Lessee under this Lease shall be excluded" after the phrase "provided that insurance deductibles and uninsured casualty damage shall be included in the Operating Expenses" in clause (4) of such Subsection, by deleting the word "**and**" before "(20)" in such Subsection, and by adding the following at the end of such Subsection "or (21) any capital improvement costs or expenditures incurred by the Lessor (i) in order to expand the Building' s Rentable Area by adding one or more additional Floors or expanding the Building envelope, or (ii) for artwork, such as painting and sculptures."

g. Compliance With Laws. The second sentence of Section 9 of the Lease is amended by adding the words "or other alterations or improvements" immediately after the words "excluding structural changes" and by adding the word "specific" immediately after the words "acts or".

h. Lessee' s Alterations. The second sentence of Subsection 10.a of the Lease is amended as follows:

a. Add the word "reasonable" after the phrase "Lessor may impose, as a condition to the aforesaid consent, such";

b. Delete "sole discretion" and replace it with "reasonable discretion"; and

c. Add "for Alterations costing more than $50,000 in the aggregate" after the phrase "the requirement that Lessee".

i. Removal. Subsection 10.b of the Lease is amended as follows: Delete the first sentence and replacing it with the following "Upon Lease Termination, Lessee shall, upon written demand by Lessor at Lessee' s sole cost and expense, forthwith and with all due diligence remove any Alterations made by Lessee, which is designated by Lessor at the time of its consent to such Alteration to be removed and Lessee shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Project caused by such removal.";

j. Alterations Required by Law. Subsection 10.c of the Lease is amended by adding the word "specific" before the word "use" and adding the following sentence to the end of Section 10.c "Notwithstanding anything to the contrary, Lessee shall not be required to make any changes or alteration which were required to be made to the Premises prior to the date Lessee took possession of the Premises or correct any violation of law which existed prior to the date Lessee took possession of the Premises".

k. Repairs by Lessee. Subsection 11.a of the Lease is amended as follows:

a. Delete "good and" from the first sentence;

b. Add the word "as" after the phrase "keep every part of the Premises in",

c. Add "as on the date Lessor delivered possession of the Premises to Lessee" after the phrase "keep every part of the Premises in as good condition and repair".

l. Repairs by Lessor. Subsection 11.b of the Lease is amended by adding "subject to Section 7 above" at the end of the first sentence and adding "the common areas and" after "Lessee shall repair and maintain".

m. Assumption Agreement. Subsection 13.c of the Lease is amended by adding "reasonably" to the first sentence after "in a form".

n. Request for Transfer. Subsection 13.d of the Lease is amended by deleting "forty-five (45) days" and replacing with "thirty (30) days".

o. Excess Consideration. Subsection 13.e of the Lease is amended by deleting "seventy-five percent (75%)" and substituting "fifty percent (50%)" in lieu thereof.

p. Standards for Consent. Subsection 13.f.(i) of the Lease is deleted in its entirety and replaced with "The proposed Transferee' s net worth (according to generally accepted accounting principles) is not sufficient to assume the obligations under the Transfer or perform the Lessee' s obligations under the Lease; provided, that if the Transfer consists of a sublease of less than all of the Premises, the determination of sufficient net worth shall take into account the fact that the Transferee' s obligations under the Lease shall be applicable to the portion of the Premises that is subleased by the Transferee".

q. Standards for Consent. The following is inserted as Subsection 13.f (vii):

"(vii) Lessee attempts to transfer to any assignee or sublessee an area totaling more than ten thousand (10,000) square feet of Rentable Area consisting of any combination of the Premises or New Lease premises, if the Lessor has a similar size space available for lease."

r. Right of Recapture. The following is inserted as Subsection 13.g:

"g. Right of Recapture. In addition to and without limitation upon, the other rights of Lessor in the event of a proposed Transfer by Lessee pursuant to this Article 13, in the event of a proposed Transfer by Lessee, Lessor may elect (by written notice delivered to Lessee within thirty (30) days following Lessee' s submission to Lessor of all information required pursuant to subsection 13.d. above) to terminate this Lease effective as of the date Lessee proposes to enter into such Transfer (or in the case of a proposed Transfer of less than all of the Premises, terminate this Lease as to the portion of the Premises proposed to be Transferred as of the date of such proposed Transfer). Nothing contained in this Article shall be deemed to nullify Lessor' s right to elect to terminate this Lease in accordance with this subsection 13.g including, but not limited to, Lessor' s failure to exercise the right to terminate this Lease with respect to any previous Transfer. Further, Lessee understands and acknowledges that Lessor' s option to terminate this Lease rather than approve a proposed Transfer is a material inducement for Lessor' s agreeing to lease the Premises to Lessee upon the terms and conditions herein set forth and is deemed a reasonable limitation upon Lessee' s right to enter into a Transfer. Notwithstanding the foregoing provisions of this subsection 13.g, if Lessor elects to exercise its termination right as provided herein, then Lessee shall have the right to rescind Lessee' s proposed Transfer by giving Lessor written notice of such rescission no later than five (5) days after Lessor has given Lessee notice of such termination, in which event no Transfer or termination shall occur and this Lease shall remain in full force and effect with respect to the entire Premises then subject to this Lease as if no such Transfer had been proposed by Lessee."

s. Hold Harmless. Section 14 of the Lease is amended by adding "during the Term of this Lease or at any other time that Lessee occupies all or any portion of the Premises" to the end of subpart (ii).

t. Lessee' s Insurance. Subsection 16.c of the Lease is amended by deleting "thirty (30) days" and replacing it with "fifteen (15) days".

u. Reconstruction. Section 21 of the Lease is amended by adding to the second paragraph the phrase "together with the deductibles" after "("Net Insurance Proceeds")".

v. Default. Section 22 of the Lease is amended as follows:

a. Add the following to the end of Subsection 22.a "and such failure continues for three (3) days after receipt of written notice from Lessor";

b. Add the following as Subsection 22.b:

"b. A default by Lessee, which default is not cured within any applicable notice and cure period, shall occur under that certain Net Office Lease (the "**New Lease**") dated September 12, 2013, by Lessor and Lessee pursuant to which Lessor has leased to Lessee the premises known as 650 Castro Street, Suites 260 and 300, Mountain View, California, consisting of approximately forty-four thousand five hundred six (44,506) square feet of Rentable Area (as more particularly described therein), as such New Lease may be amended from time to time."

w. Continuation of Lease. Article 23.b of the Lease is deleted in its entirety and the following is substituted in lieu thereof:

"b. Continuation of Lease. In the event of any default or breach by Lessee, then in addition to any other remedies available to Lessor at law or in equity and under this Lease, Lessor shall have the remedy described in California Civil Code Section 1951.4 (Lessor may continue this Lease in effect after Lessee' s default and abandonment and recover Rent as it becomes due, provided Lessee has the right to sublet or assign, subject only to reasonable limitations). In addition, Lessor shall not be liable in any way whatsoever for its failure or refusal to relet the Premises. For purposes of this Article 23.b., the following acts by Lessor will not constitute the termination of Lessee' s right to possession of the Premises: (i) acts of maintenance or preservation or efforts to relet the Premises, including, but not limited to, alterations, remodeling, redecorating, repairs, replacements and/or painting as Lessor shall consider advisable for the purpose of reletting the Premises or any part thereof; or (ii) the appointment of a receiver upon the initiative of Lessor to protect Lessor' s interest under this Lease or in the Premises."

x. Surrender of Premises. Subsection 28.a of the Lease is amended by deleting the first sentence and replacing it with "Lessee shall, upon Lease Termination, surrender the

Premises in the condition required pursuant to subsection 10.b. above, and otherwise in broom clean, trash free, and in the same condition received, reasonable wear and tear, and casualty and condemnation, alone excepted."

y. Late Charge. Subsection 40.a of the Lease is amended by (i) adding in the third sentence of such Subsection "(provided, that for the first such instance in which a late charge is payable by Lessee to Lessor under this Article 40.a in any eighteen (18) month period, such late charge shall be equal to five percent (5%) (instead of 10%) of such overdue amount)" after the phrase "a late charge equal to ten percent (10%) of such overdue amount", and (ii) by adding the following to the end of such Subsection: "Notwithstanding the foregoing, Lessor will not assess a late charge until Lessor has given written notice of such late payment for the first late payment in any eighteen (18) month period and after Lessee has not cured such late payment within three (3) days from receipt of such notice. No other notices will be required during the following eighteen (18) months for a late charge to be incurred."

z. Subordination/Attornment. Section 45 of the lease is amended by adding to the end of the first sentence of such Section the following: "; provided only, that in the event of termination of any such ground of underlying lease or upon the judicial or non-judicial foreclosure of any such mortgage or deed of trust, so long as Lessee is not in default, the holder thereof shall agree to recognize Lessee' s rights under this Lease as long as Lessee shall pay the Rentals and observe and perform all the provisions of this Lease to be observed and performed by Lessee."

aa. Signs. Section 50 is amended by adding "which approval shall not be unreasonably withheld" to the end of the second sentence after the phrase "subject to Lessor' s prior written approval".

4. ACCESSIBILITY. Lessor hereby notifies Lessee that the Premises, the Building and the Project have not undergone inspection by a Certified Access Specialist ("CASp") (as defined in California Civil Code Section 55.52). Lessee acknowledges that this notice satisfies the requirements of California Civil Code Section 1938 and that Lessor makes no representation or warranty as to, and Lessee will be solely responsible for determining, whether the Premises, the Building and the Project meet applicable construction-related accessibility standards. Nothing contained in this paragraph or in any future CASp inspection report shall be deemed to modify any of the respective obligations and responsibilities of Lessor and Lessee provided in the Lease, Lessor hereby represents to Lessee that, as of the date hereof, Lessor has not received any written notice of any ADA violations with respect to the Premises, the Building or the Project.

5. CONDITION PRECEDENT. This Second Amendment is contingent upon and shall not become effective unless and until Lessor and Lessee have executed and delivered the New Lease and any and all conditions to the effectiveness of the New Lease have been satisfied.

6. BROKERS. Lessor and Lessee each warrant to the other that it has had no dealings with any real estate broker or agent in connection with this Second Amendment and that Lessor and Lessee know of no real estate broker who is entitled to or can claim a commission in connection with this Second Amendment. Lessee agrees to indemnify, defend and hold Lessor

harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) with respect to any alleged leasing commission or equivalent compensation alleged to be owing on account of Lessee' s dealings with any real estate broker or agent.

7. SUBORDINATION. Following the full execution of this Second Amendment, Lessor agrees to use commercially reasonable efforts to obtain from any existing holder of a mortgage or deed of trust a commercially reasonable subordination, non-disturbance and attornment agreement.

8. MISCELLANEOUS.

a. This Second Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one agreement. The parties contemplate that they may be executing counterparts of this Second Amendment transmitted by facsimile or by electronic mail and agree and intend that a signature by facsimile machine or by PDF copy transmitted by electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

b. Except as set forth in this Second Amendment, the Lease shall remain unchanged and in full force and effect. If there is any inconsistency between the terms of this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have entered this Second Amendment as of the Effective Date.

LESSOR

EAGLE SQUARE PARTNERS
a California limited partnership

By: PROM XX, INC.
a California corporation, its general partner

By: PROMETHEUS REAL ESTATE GROUP, INC., a California corporation, agent for owner

By: /s/ Darren R. Carrington

Print Name: Darren R. Carrington

Its: SVP Portfolio Mgt.

Date: Sept. 12, 2013

By: /s/ John D. Millham

Print Name: John D. Millham

Its: EVP - Acquisitions

Date: Sept. 12, 2013

LESSEE:

PURE STORAGE, INC.
a Delaware corporation

By: /s/ Scott Dietzen

Print Name: Scott Dietzen

Its: CEO

Date: 10 Sep, 2013

By: /s/ John Colgrove

Print Name: John Colgrove

Its: CTO

Date: 9/10, 2013

EXHIBIT X

DETERMINATION OF FAIR MARKET RENT

If the parties are unable to agree, in their sole and absolute discretion, on the Fair Market Rent for the Premises within the thirty (30) day period described in Section 2(b) of this Second Amendment, then the Fair Market Rent as of the commencement of the Extended Term shall be determined as follows:

1. Following the expiration of such thirty (30) day period, Lessor and Lessee shall meet and endeavor in good faith to agree upon a licensed commercial real estate agent with at least seven (7) years full-time experience as a real estate agent active in leasing of office projects in the area of the Premises to appraise and set the Fair Market Rent as of the commencement of the Extended Term. If Lessor and Lessee fail to reach agreement upon such agent within fifteen (15) days following the expiration of such thirty (30) day period, then, within fifteen (15) days thereafter, each party, at its own cost and by giving notice to the other party, shall appoint a licensed commercial real estate agent with at least seven (7) years full-time experience as a real estate agent active in leasing of office projects in the area of the Premises to appraise and set the Fair Market Rent as of the commencement of the Extended Term. If a party does not appoint an agent within fifteen (15) days after the other party has given notice of the name of its agent, the single agent appointed shall be the sole agent and shall set the Fair Market Rent as of the commencement of the Extended Term. If there are two (2) agents appointed by the parties as stated above, the agents shall meet within ten (10) days after the second agent has been appointed and attempt to set Fair Market Rent as of the commencement of the Extended Term. If the two (2) agents are unable to agree on such Fair Market Rent within fifteen (15) days after the second agent has been appointed, they shall, within fifteen (15) days after the last day the two (2) agents were to have set such Fair Market Rent, select a third agent who shall be a licensed commercial real estate agent meeting the qualifications stated above. If the two (2) agents are unable to agree on the third agent within such fifteen (15) day period, either Lessor or Lessee may request the President of the local chapter of the Society of Industrial and Office Realtors (SIOR) or a then equivalent organization if SIOR is not then in existence to select a third agent meeting the qualifications stated in this subsection. Each of the parties shall bear one-half (1/2) of the cost of appointing the third agent and of paying the third agent' s fee. No agent shall be employed by, or otherwise be engaged in business with or affiliated with, Lessor and Lessee, except as an independent contractor.

2. Within fifteen (15) days after the selection of the third agent, a majority of the agents shall set the Fair Market Rent as of the commencement of the Extended Term. If a majority of the agents is unable to set such Fair Market Rent within the stipulated period of time, each agent shall make a separate determination of such Fair Market Rent and the three (3) appraisals shall be added together and the total shall be divided by three (3). The resulting quotient shall be the Fair Market Rent for the Premises as of the commencement of the Extended Term. If, however, the low appraisal and/or high appraisal is/are more than twenty percent (20%) lower and/or higher than the middle appraisal, such low appraisal and/or such high appraisal shall be disregarded. If only one (1) appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2), and the resulting quotient shall be the Fair Market Rent as of the commencement of the Extended Term. If both the low appraisal and the high appraisal are disregarded as stated in this subsection, the middle appraisal shall be the Fair Market Rent as of the commencement of the Extended Term.

3. Each agent shall hear, receive and consider such information as lessor and lessee each care to present regarding the determination of fair market rent as of the commencement of the extended term, and each agent shall have access to the information used by each other agent. Upon determination of the fair market rent as of the commencement of the extended term, the agents shall immediately notify the parties in writing of such determination by certified mail, return receipt requested.

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made and entered as of this day of January, 2014 (the "**Effective Date**"), by and between EAGLE SQUARE PARTNERS, a California limited partnership ("**Lessor**"), and PURE STORAGE, INC., a Delaware corporation ("**Lessee**").

RECITALS:

A. Lessor and Lessee entered (i) that certain Mountain View City Center Net Office Lease dated September 12, 2013 (the "**Original Lease**") pursuant to which Lessor leased to Lessee certain premises (as more particularly described in the Lease) commonly known as 650 Castro Street, Suites 260 and 300, Cupertino, California, and containing approximately 44,506 square feet of Rentable Area (the "**Original Premises**"), and (ii) that certain First Amendment to Lease dated October 30, 2013 (the "**First Amendment**" and, together with the Original Lease, the "**Lease**") pursuant to which the Premises subject to the Lease was expanded to include the Expansion Premises described in the First Amendment. All initial capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Lease.

B. Lessor and Lessee now desire to enter this Second Amendment to amend the Lease to provide for the extension of the Lease with respect to the Expansion Premises and to otherwise amend the Lease on the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. INCORPORATION OF RECITALS. The recitals expressed in A and B above are true and correct, incorporated herein, and made a part of this Second Amendment by this reference.

2. AMENDMENTS. As of the Effective Date, the Lease shall be amended as follows:

a. The Term of the Lease as regards the Expansion Premises only, which was previously scheduled to expire on March 31, 2014, shall be extended for forty-two (42) months so that the Expiration Date as regards the Expansion Premises shall be September 30, 2017.

b. For the period from April 1, 2014, through September 30, 2017, the Base Rent for the Expansion Premises shall be as follows:

	Base Rent Per Month Per SF of Rentable Area	Base Rent Per Month
4/1/2014 - 3/31/2015	$ 6.00	$11,424.00
4/1/2015 - 3/31/2016	$ 6.24	$11,880.96
4/1/2016 - 3/31/2017	$ 6.49	$12,356.20
4/1/2017 - 9/30/2017	$ 6.75	$12,850.45

c. Section 2(b) of the First Amendment is deleted in its entirety, and the following is substituted in lieu thereof:

"b. Commencing on the Effective Date of the First Amendment and continuing until such date as the Term of the Lease (as amended by this Second Amendment) has expired as regards the Expansion Premises and Lessee has surrendered possession of the Expansion Premises to Lessor in accordance with the Lease (as amended by this Second Amendment), Lessee' s Percentage Share shall be increased by one and eighty-four hundredths percent (1.84%) to reflect the additional Rentable Area of the Expansion Premises, and Lessee shall pay Lessee' s Percentage Share of Building Expenses allocable both to the Original Premises and the Expansion Premises."

d. Lessee acknowledges that (i) the Expansion Premises are leased in an entirely "AS IS" condition, (ii) neither Lessor nor any employee, representative or agent of Lessor has made any representation or warranty, express or implied with respect to the Expansion Premises, and (iii) Lessor shall have no obligation to improve or alter the Expansion Premises for the benefit of Lessee.

3. BROKERS. Lessor and Lessee each warrant to the other that it has had no dealings with any real estate broker or agent other than Cornish & Carey Commercial Newmark Knight Frank ("**Broker**") representing Lessee in connection with this Second Amendment and that Lessor and Lessee know of no other real estate broker who is entitled to or can claim a commission in connection with this Second Amendment. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) with respect to any alleged leasing commission or equivalent compensation alleged to be owing on account of Lessee' s dealings with any real estate broker or agent other than Broker. Lessor shall be responsible for any commission due Broker in connection with this Second Amendment.

4. NON-DISCLOSURE. Lessee acknowledges that the terms and conditions of this Second Amendment are confidential and proprietary in nature ("**Confidential Information**"), reflecting a business transaction between Lessor and Lessee. Lessee shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Lessee shall not disclose the Confidential Information to any third parties, including, but not limited to, real estate brokers, existing tenants of the Project, prospective tenants of the Project, or any other person or entity without the prior written permission of Lessor. Disclosure of the Confidential Information by Lessee to unauthorized parties will constitute a breach of the Lease.

5. MISCELLANEOUS.

a. This Second Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one instrument. The parties contemplate that they may be executing counterparts of this Second Amendment

transmitted by facsimile or electronic mail and agree and intend that a signature by facsimile machine or by PDF copy transmitted by electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

b. Except as set forth in this Second Amendment, the Lease shall remain unchanged and in full force and effect. If there is any inconsistency between the terms of this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the Effective Date.

LESSOR

EAGLE SQUARE PARTNERS
a California limited partnership

By: PROM XX, INC.
a California corporation, its general partner

By: PROMETHEUS REAL ESTATE GROUP, INC., a California corporation, agent for owner

By: /s/ Darren R. Carrington

Print Name: Darren R. Carrington

Its: SVP Portfolio Mgt.

By: /s/ Rick Jacobson

Print Name: Rick Jacobson

Its: CFO

LESSEE:

PURE STORAGE, INC.
a Delaware corporation

By: /s/ Scott Dietzen

Print Name: Scott Dietzen

Its: CEO

By: _____

Print Name: _____

Its: _____

Exhibit 21.1

Subsidiaries of the Registrant

Name of Subsidiary	Jurisdiction of Incorporation or Organization
Pure Storage Canada Limited	Canada
Pure Storage International, Inc.	U.S.
Pure Storage Ltd (UK)	United Kingdom
Pure Storage Brazil Ltda	Brazil
Pure Storage Mexico S. de R.L. de C.V.	Mexico
Pure Storage LLC	U.S.
Pure Storage Hong Kong Ltd	Hong Kong
Pure Storage Singapore Pte Ltd	Singapore
Pure Storage Korea Co Ltd	South Korea
Pure Storage Australia Pty Ltd	Australia
Pure Storage Japan KK	Japan
Pure Storage Ireland Limited	Ireland
Pure Storage Germany GmbH	Germany
Pure Storage France SARL	France
Pure Storage Spain, SL	Spain
Pure Storage Netherlands BV	Netherlands
Pure Storage Italy, SRL	Italy
Pure Storage Austria, GmbH	Austria
Pure Storage Switzerland GmbH	Switzerland
Pure Storage Sweden AB	Sweden
Pure Storage South Africa (Pty) Limited	South Africa

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated May 15, 2015, relating to the consolidated financial statements of Pure Storage, Inc. and its subsidiaries appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading "Experts" in such Prospectus.

/s/ DELOITTE & TOUCHE LLP

San Jose, California
August 12, 2015

Exhibit 99.1

Forrester Research Inc.

Citation Agreement and Consent

Subject to the terms and conditions set forth herein, Forrester Research, Inc. ("Forrester") hereby consents to the quotation by Pure Storage, Inc. ("Requester"), in the Registration Statement on Form S-1 to be filed by Requester with the Securities and Exchange Commission (the "Filing"), of the following Forrester information that has been published in print (the "Forrester Information"):

"A study commissioned by us from Forrester Consulting found that a composite organization could expect to recoup its investment in our storage solution within 14 months and achieve a 102% risk-adjusted return on investment from reduced operational costs and increased business benefits over a three-year period."

Source: A commissioned Total Economic Impact Study of Pure Storage Flash Array FA-400 Series Storage Solutions, conducted by Forrester Consulting on behalf of Pure Storage, August 2014.

In consideration of Forrester' s consent as set forth above, Requester hereby agrees that:

(1) the Forrester Information will be presented in the Filing as representing data, research opinion or viewpoints published by Forrester and not as a representation of fact;

(2) Forrester disclaims all warranties, express or implied, statutory or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or accuracy of the Forrester Information;

(3) the Forrester Information speaks as of its original publication date (and not as of the date of the Filing) and that the opinions expressed in the Forrester Information are subject to change without notice;

(4) Forrester shall have no liability for errors, omissions or inadequacies in the Forrester Information or for any interpretations of the Forrester Information;

(5) Forrester does not assume responsibility for any third parties' reliance on any information contained in the Filing, including the Forrester Information; and

(6) Where applicable, Forrester is not an "expert" within the meaning of Section 509 of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended.

Requester agrees to indemnify and hold harmless Forrester, and its directors, officers, shareholders, employees and agents, from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses (including reasonable attorney' s fees and costs) arising, directly or indirectly, and without limitation, out of or in connection with the Filing.

Forrester' s consent set forth above shall not be deemed effective until Forrester shall have received a countersigned copy of this document from Requester.

Pure Storage, Inc.		Forrester Research, Inc.	
By:	/s/ Joe Fitzgerald	By:	/s/ Sean Higgins
Name:	Joe Fitzgerald	Name:	Sean Higgins
Title:	General Counsel	Title:	Citations Specialist
Date:	5/12/2015	Date:	12 May 2015

John T. McKenna
+1 650 843 5059
jmckenna@cooley.com

August 12, 2015

U.S. Securities and Exchange Commission
Division of Corporation Finance
100 F. Street, N.E.
Washington, DC 20549
Attn: Ji Shin, Attorney-Advisor
Barbara C. Jacobs, Assistant Director

RE: Pure Storage, Inc.
Amendment No. 2 to Draft Registration Statement on Form S-1
Submitted July 24, 2015
CIK No. 0001474432

Ladies and Gentlemen:

On behalf of Pure Storage, Inc. (the "***Company***"), we are providing this letter in response to the comment (the "***Comment***") received from the staff of the U.S. Securities and Exchange Commission' s Division of Corporation Finance (the "***Staff***") by letter dated August 4, 2015 with respect to the Company' s Amendment No. 2 to Draft Registration Statement on Form S-1, confidentially submitted on July 24, 2015. The Company is concurrently filing a Registration Statement on Form S-1 (the "***Registration Statement***").

Set forth below is the Company' s response to the Comment. The numbering of the paragraph below corresponds to the numbering of the Comment, which for your convenience we have incorporated into this response letter.

Item 16. Exhibits and Financial Statement Schedules

Exhibit 99.1

1. *We note your response to prior comment 7 and your statement that the Forrester report was prepared for business and marketing purposes several months prior to commencing the preparation of the Registration Statement. In light of the proximity in time of the Forrester report to your initial public offering, please tell us whether the initial public offering was contemplated at the time of the Forrester report and when you began discussions with your representatives in contemplation of an initial public offering.*

The Company respectfully acknowledges the Staff s comment and respectfully advises the Staff that the Company s initial public offering was not contemplated at the time that the Forrester report was prepared and published. The Company first engaged Forrester in May 2014 to develop the report as a customer-facing sales and marketing tool. The report was completed and published in August 2014. Forrester develops similar customer-focused ROI reports for a wide variety of other technology vendors, including VMware, Polycom, Epicor and Cisco.

The Company held introductory meetings with representatives of several potential underwriters in February 2015, without discussing offering specifics. In early March 2015, the Company issued requests for proposals to potential underwriters for this offering. In mid-March 2015, the Company received proposals, met with investment banks and selected its underwriters. In late March 2015, the Company held an organizational meeting for this offering with these underwriters, and in May 2015, the Company submitted a draft registration statement to the Staff for review.

* * *

Please contact me at (650) 843-5059 with any questions or further comments regarding our response to the Staff s Comment.

Sincerely,

/s/ John T. McKenna

John T. McKenna

cc: Scott Dietzen, *Pure Storage, Inc.*
Joseph FitzGerald, *Pure Storage, Inc.*
Todd Wheeler, *Pure Storage, Inc.*
Mark P. Tanoury, *Cooley LLP*
Seth J. Gottlieb, *Cooley LLP*
Alex K. Kassai, *Cooley LLP*
Alan F. Denenberg, *Davis Polk & Wardwell LLP*