Nutanix Services Credit Program

Benefits

Work within your budget cycle for purchasing services

Decision on type of service not required at the time of purchase.

Large portfolio of Services available to select from

OVERVIEW

Nutanix FlexCredits provide a credits program for purchasing Nutanix consulting and education services. This program provides you with the flexibility to utilize your budget cycles to pre-buy credits for future use of Nutanix services and training via redemption of credits. Within the terms of validity of your FlexCredits, you may utilize the credits for the portfolio of Nutanix Services including packaged services, custom services, or training classes.

SERVICE DESCRIPTION

You can purchase FlexCredits globally and apply them to the following types of services from Nutanix:

- Packaged Consulting Services
- Custom Consulting Services
- Education Classes, including certification
- Any future services released by Nutanix Services within the redemption window

For consulting services, please refer to: https://www.nutanix.com/services/
For education and certification services, please refer to: https://www.nutanix.com/services/education/

You can purchase credits, valued at \$100 USD per credit, from Nutanix authorized resellers or distributors.

HOW CAN I REDEEM FLEXCREDITS?

Please send a request to <u>FlexCredits@nutanix.com</u> and include you contact information, business, reason for the request, and purchase order number if known.

FLEXCREDITS TERMS AND CONDITIONS

- FlexCredits expire 12 months from the purchase date and are non-refundable.
- FlexCredits can be applied to Nutanix consulting and education services available at the time of redemption
- The decision on chosen services is not required at time of FlexCredits purchase.
- Partial FlexCredits balances can be pooled toward a single redemption.



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Nutanix delivers invisible infrastructure for next-generation enterprise computing, elevating IT to focus on the applications and services that power their business. The company's software-driven Xtreme Computing Platform natively converges compute, virtualization and storage into a single solution to

sangle solution to drive simplicity in the datacenter. Using Nutanix, customers benefit from predictable performance, linear scalability and cloud-like infrastructure consumption. Learn more at www.nutanix.com or follow us on Twitter@nutanix.

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WARRANTY AND ACCEPTANCE

- The Professional Services shall be provided in a professional manner with reasonable care and skill. Your sole remedy for breach of this warranty shall be reperformance of the Professional Services at no additional cost, provided that You notify Us of any non-conformity within thirty (30) days of the provision of the non-conforming Professional Services. A breach of one SOW or Service shall not amount to a breach under any other SOW or Service.

 LIMITATIONS AND EXCLUSIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE FOREGOING WARRANTIES ARE YOUR SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES. EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED ABOVE, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" AND ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABLE QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED.

TERMS AND CONDITIONS

Pre-paid fees for services are non-cancellable and non-refundable except as otherwise expressly stated herein, and Nutanix's obligations to perform any services in return for any pre-paid fees shall expire twelve (12) months after receipt of the applicable purchase order. The Client has five (5) days upon delivery of the Services to notify Nutanix that the Services do not meet the warranty above or are otherwise not accepted. Absent such notification in the timeline stated in the preceding sentence, the Services shall be deemed