

COHESITY

COHESITY ENHANCED SUPPORT SERVICES TERMS AND CONDITIONS

IMPORTANT: These Enhanced Support Services Terms and Conditions (“Enhanced Support Terms”) only apply to Enhanced Support Services a Customer actually buys. If you are a Cohesity Customer who does NOT use any Enhanced Support Services, this document does NOT apply to you.

TERMS AND CONDITIONS

These Enhanced Support Terms apply to any Customer Entitled to receive any enhanced support and/or implementation services described in this document (“**Enhanced Support Services**”, including Customized Services defined below) from Cohesity, Inc. (“**Cohesity**”) pursuant to an Order.

Customer is Entitled to receive only the Enhanced Support Services paid for (including via Cohesity Partner), subject to any applicable restrictions or limitations set forth in (i) the Order, (ii) the applicable service brief (or equivalent document) supplied by Cohesity, and (iii) the applicable SKU being purchased. Unless otherwise stated, pricing in an Order does not include travel and living expenses which may be charged incrementally provided they are reasonable and pre-approved by Customer. These Enhanced Support Terms apply so long as (i) Cohesity is providing Enhanced Support Services under an Order, and (ii) they remain Cohesity’s terms for Enhanced Support Services. In these Enhanced Support Terms, an Order could include a ‘Statement of Work’ or similar document if agreed between the parties (“**SOW**”).

These Terms incorporate and supplement Cohesity’s General Terms and Conditions (the “**General Terms**”), which are available at www.cohesity.com/agreements. Capitalized terms used but not defined herein shall have their meaning as defined in the General Terms.

- 1. Cohesity Obligations and Scope.** Cohesity shall use commercially reasonable efforts to deliver the Enhanced Support Services using, as appropriate or agreed, visits to Customer premises, telephone, email, or internet (in each case with consistent named technical support contact(s) at Customer). Cohesity shall comply with all reasonable health, safety, security and related policies provided by the Customer in writing in advance when using Customer equipment or visiting Customer premises, and to maintain during the performance of the Enhanced Support Services insurance reasonably appropriate to the nature thereof. The Cohesity-supplied description of the Enhanced Support Services (and Order to which it relates) exclusively defines the scope of the Enhanced Support Services, and Cohesity is not responsible for any further services unless the Parties execute a change order or written amendment (a “**Change Order**”). Unless specified otherwise in the applicable service brief or in writing between the Parties, all Enhanced Support Services engagements are (a) time and materials based; (b) to be reviewed, agreed and prioritized at project kickoff, (c) delivered remotely over the number of days purchased and (d) provided in the English language. For Enhanced Support Services comprising customized professional services or engineering consulting (including pursuant to any SOW) to be performed by Cohesity pursuant to an Order, including where such services/days are obtained from a Cohesity Partner for resale to Customer (“**Customized Services**”), Cohesity shall use commercially reasonable efforts to deliver the activities within the days set forth in the summary of customized services provided by Cohesity in a quote, SOW or other mechanism (the “**Customized Services Summary**”). The Customized Services Summary (and Order to which it relates) exclusively defines the scope of the Customized Services, and Cohesity is not responsible for any further Customized Services unless the Parties execute a Change Order. Once booked, the applicable Enhanced Support Services may not be canceled, transferred or rescheduled except at Cohesity’s discretion.
- 2. Exclusions.** Cohesity software product(s) (the “**Software Product**”) are only supported on, and Cohesity is only obliged to provide the Enhanced Support Services in respect of, Cohesity hardware product(s) (the “**Hardware Product**” and together with the Software Product, “**Products**”) or Cohesity-certified hardware, firmware and operating system configurations. Contact Cohesity support for a current list of certified configurations. Enhanced Support Services are provided only for (a) Supported Releases (as defined in the Support Terms) of a Software Product; (b) Hardware Products which are supported (including with respect to Cohesity’s Platforms End-of-Life Terms and Conditions at www.cohesity.com/agreements), and (c) Products which are in all respects otherwise eligible for Cohesity support in accordance with the Support Terms. Certain Enhanced Support Services, including without limitation Four-Hour Hardware Services, may not be available in all regions of the world.

COHESITY

3. **Customer Obligations.** Customer shall meet any agreed time commitments, including those listed in any applicable service brief, and – if reasonably necessary – shall provide Cohesity with (a) information and data (b) access to networks, systems and premises, (c) access to senior Customer personnel with knowledge of the subject matter of the Enhanced Support Services and decision-making authority, (d) periodic sign-offs or other approvals, (e) active participation in the planning process before Cohesity personnel are scheduled to go onsite and/or commence work, (f) sufficient Customer resources to assist Cohesity in the development and testing of Customized Services. Customer shall further comply with any written requirements stated in Documentation applicable to an Offering. Customer is responsible for the accuracy and completeness of information and data provided to Cohesity. Customer acknowledges that failure to comply with these obligations may result in delays to Enhanced Support Services. Cohesity may terminate the Customer's right to Enhanced Support Services for material breach of these Enhanced Support Terms by written notice effective in 10 days unless Customer first cures such breach. Cohesity's pricing and its ability to meet its obligations are dependent on Customer meeting its obligations hereunder.
4. **Personnel & Subcontracting.** Cohesity reserves the right to (a) select and assign personnel for Enhanced Support based on skill levels required and available resources, and (b) subcontract all or any part of the Enhanced Support Services to independent contractors selected by Cohesity. Cohesity shall be responsible to Customer for the performance of (and any breach by) such subcontractors, and subcontracting shall not relieve Cohesity of its obligations hereunder.
5. **Ownership.** Cohesity owns exclusively all right, title and interest (including all intellectual property rights) in the Enhanced Support Services, including without limitation all methodologies, documents and processes, and all results, deliverables and work product ("**Work Product**") resulting therefrom, including product extensions and other Customized Services. Effective in each case upon its creation, each other party hereby assigns all rights it may have in the results of any Enhanced Support Services (including any Work Product) to Cohesity. Cohesity does not intend that any other party (or third party) be a joint author of Work Product or other intellectual property arising out of or relating to Enhanced Support Services and in no event shall same be deemed to have been developed jointly. The parties further agree and acknowledge that product extensions are components of Cohesity's proprietary software, which is licensed by Cohesity for use by Customer and, if applicable, its end users strictly in accordance with the terms and conditions of the applicable software license.
6. **Warranties.** Cohesity represents, warrants and covenants that the Enhanced Support Services will (a) be performed in a professional and workmanlike manner, using appropriately qualified personnel; (b) (at the time of their completion) materially conform to these Enhanced Support Terms, and (c) not be performed in a manner inconsistent with any obligation Cohesity may have to others. The foregoing warranties (i) shall not apply in the event Cohesity's performance hereunder is impeded or prevented by actions outside Cohesity's control, and (ii) are subject to Customer notifying Cohesity in writing of the alleged breach of warranty within 30 days after completion of the Enhanced Support Services. Customer's sole remedy for breach of the warranty is for Cohesity to correct or re-perform the non-conforming Enhanced Support Services so as to comply with these Enhanced Support Terms. EXCEPT AS EXPRESSLY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW ALL ENHANCED SUPPORT SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY. COHESITY AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES. COHESITY WILL HAVE NO LIABILITY FOR LOSS OR CORRUPTION OF ANY DATA FOR ANY REASON.

7. Terms Applicable to Platinum and Gold Services Only.

- Cohesity Customer Success Platinum ("**Platinum**") and Cohesity Customer Success Gold ("**Gold**") services are fixed-price Enhanced Support Services which allow Cohesity Customers with an active contract for Premium Support access to additional technical resources and faster response times. Cohesity's technical support staff will use best efforts to achieve the response commitments associated with Platinum and Gold as listed in Exhibit A, attached hereto.
- Platinum and Gold services shall be delivered remotely to the location designated by Customer at the time of the Order, and Cohesity shall use commercially reasonable efforts to ensure that its personnel providing the Platinum or Gold services are available during normal business hours in such location. Customers requiring Platinum or Gold services in multiple locations may be required to purchase separate Entitlements for each location.

8. Terms Applicable to Country-Specific Support and Enhanced Support Services Only.

- **US Citizen Services.** Customers may be eligible to purchase Support and certain Enhanced Support Services which are provided principally by U.S. citizens on U.S. soil (“**US Citizen Services**”). Depending on the SKU purchased, US Citizen Services may be provided remotely or on-site. Where the US Citizen Services involve remote technical support, calls will be routed to U.S. citizens on U.S. soil 7x365 from 6am to 12am Eastern Time. Outside of those hours, remote support US Citizen Services are only available to address Priority 1 and Priority 2 Errors. To ensure proper call routing, Customers must input their assigned PIN when contacting Cohesity technical support. For on-site U.S. Citizen Services, Cohesity will schedule services on a “best efforts” basis.
- **Israeli Citizen Services.** Customers may be eligible to purchase certain add-on Support or Enhanced Support services which are provided principally by Israeli citizens on Israeli soil (“**Israeli Citizen Services**”). Israeli Citizen Services may be provided remotely or on-site. Israeli Citizen Services provide Customers with a designated Israeli citizen engineer located on Israeli soil; calls and support tickets will be routed to such personnel from 9am to 5pm Israel Standard Time Sunday through Thursday. Outside of those hours, technical support tickets and calls will be routed to support personnel located outside of Israel. The designated Israeli engineer may consult with Cohesity personnel located outside of Israel as necessary to resolve Customer inquiries. For onsite Israeli Citizen Services, Cohesity will schedule services on a “best efforts” basis.

9. Terms Applicable to Service Units Only. Service Units which may be redeemed for certain Enhanced Support Services at the redemption pricing posted on the Redemption Date. All Enhanced Support Services purchased using Service Units must be ordered within one year of the date of receipt of such Service Units (“**Redemption Date**”), and the applicable services must be fully delivered within one year of the Redemption Date. Thereafter, all Cohesity obligations related to such Service Units shall cease. Some Enhanced Support Services, including Platinum and Gold, education services, fixed-term resident services, and managed services sold on a consumption basis, may not be redeemed using Service Units.

10. Acceptance. When applicable, acceptance of the Enhanced Support Services shall be deemed granted within 10 calendar days after delivery unless a detailed notice of rejection is received by Cohesity within that time.

THESE ENHANCED SUPPORT TERMS (A) CONSTITUTE A CONTRACT AND NOT A WARRANTY, AND (B) ARE AN ADDITIONAL PART OF THE AGREEMENT AND DO NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

COHESITY

Exhibit A

Platinum

Error Priority Level	Cohesity Response Obligation	Initial Response Time	Support Case Status Updates
Priority 1	Respond within the Initial Response Time and promptly commence the following procedures: <ol style="list-style-type: none"> i. assign Cohesity engineers to correct the Error – P1-P3 cases routed to Designated Technical Support Engineer during business hours; ii. notify Cohesity management that such Errors have been reported and of steps being taken to correct such Error(s); iii. provide Customer with periodic reports on the status of the corrections; and iv. in the case of Software, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support in accordance with the Support Terms. 	30 minutes	At least every two hours
Priority 2	Respond within the relevant Initial Response Time and promptly commence the following procedures:	1 hour	At least once every business day
Priority 3	<ol style="list-style-type: none"> i. assign Cohesity engineers to correct the Error – cases routed to Designated Technical Support Engineer during business hours; ii. provide Customer with periodic reports on the status of the corrections; and iii. in the case of Software, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support in accordance with the Support Terms. 	4 hours	At least once every three business days
Priority 4	Acknowledge Customer's problem report and commence efforts to supply a Fix for the Error within a reasonable timeframe.	Reasonable timeframe	As is reasonably necessary

COHESITY

Gold

Error Priority Level	Cohesity Response Obligation	Initial Response Time	Support Case Status Updates
<u>Priority 1</u>	<p>Respond within the Initial Response Time and promptly commence the following procedures:</p> <ol style="list-style-type: none"> i. assign Cohesity engineers to correct the Error; ii. notify Cohesity management that such Errors have been reported and of steps being taken to correct such Error(s); iii. provide Customer with periodic reports on the status of the corrections; and iv. in the case of Software, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support in accordance with the Support Terms. 	30 minutes	At least once daily
<u>Priority 2</u>	<p>Respond within the relevant Initial Response Time and promptly commence the following procedures:</p> <ol style="list-style-type: none"> i. assign Cohesity engineers to correct the Error; ii. provide Customer with periodic reports on the status of the corrections; and iii. in the case of Software, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support in accordance with the Support Terms. 	2 Hours	At least once every two business days
<u>Priority 3</u>	<p>Respond within the relevant Initial Response Time and promptly commence the following procedures:</p> <ol style="list-style-type: none"> i. assign Cohesity engineers to correct the Error; ii. provide Customer with periodic reports on the status of the corrections; and iii. in the case of Software, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support in accordance with the Support Terms. 	4 Hours	At least once every three business days
<u>Priority 4</u>	Acknowledge Customer's problem report and commence efforts to supply a Fix for the Error within a reasonable timeframe.	Reasonable timeframe	As is reasonably necessary