

COHESITY

COHESITY ENHANCED SUPPORT SERVICES TERMS AND CONDITIONS

Important: these T&Cs only apply to Enhanced Support Services a Customer actually buys. E.g., if you are a Customer buying an Installation Service, only the Terms and Conditions and “Installation Service” sections of this document apply to you. If you are a Cohesity Customer who does NOT use any Enhanced Support Services, this document does not apply to you.

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TERMS AND CONDITIONS

These Cohesity Enhanced Support Services Terms and Conditions (“**Terms**”) apply to any customer (“**Customer**”) who is entitled to receive any of the enhanced support and/or implementation services described in this document (the “**Enhanced Support Services**”) in relation to specific Cohesity Products from Cohesity, Inc. (“**Cohesity**”) pursuant to a written agreement between Customer and Cohesity (or Cohesity’s authorized partner, as applicable) or order for such Enhanced Support Services which is accepted by Cohesity (an “**Order**”).

Customer is entitled to receive only the Enhanced Support Services Customer has ordered and paid for pursuant to such Order, subject to any applicable restrictions or limitations set forth in the Order. These Enhanced Support Terms apply so long as (i) Cohesity is providing Enhanced Support Services to Customer under an Order, (ii) they remain Cohesity’s standard terms for Enhanced Support Services, and (iii) Customer complies with the EULA.

These Terms hereby incorporate and supplement Cohesity’s Support and Maintenance Terms and Conditions (“**Support Terms**”) and End User License Agreement (the “**EULA**”), both of which are available at www.cohesity.com/agreements.

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 Customer in writing.

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 Hardware 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.

3. Customer Obligations. In addition to the other requirements specified in these Terms, if reasonably necessary to perform the Enhanced Support Services, Customer 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, and (d) periodic sign-offs or other approvals. Customer is responsible for the accuracy and completeness of information and data provided to Cohesity. Customer acknowledges

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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 Terms by written notice effective in 10 days unless Customer first cures such breach.

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 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 or deliverables therefrom.

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 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 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. Relationship of the Parties. Notwithstanding any provision hereof, Cohesity is an independent contractor and is not an employee, agent, or joint venturer of Customer.

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

COHESITY ENHANCED SUPPORT SERVICES

Installation Service

Program Description			
Service	SKU/Tier	Summary	Availability
Installations	PS-INSTALL-SM-CLUS: Onsite install of one cluster (3-8 nodes) from “out of the box” to ready to “configure jobs”	Includes prep call with customer, system validation testing and <=90 mins of customer education Note: The right to the service will be good for 120-days of ordering/shipment after which the entitlement expires (and is nonrefundable).	Worldwide
	PS-INSTALL-MD-CLUS: Onsite install of one cluster (9-24 nodes) from “out of the box” to ready to “configure jobs”		
	PS-INSTALL-LG-CLUS: Onsite install of one cluster (25-48 nodes) from “out of the box” to ready to “configure jobs”		
	PS-INSTALL-XL-CLUS: Onsite install of one cluster (49-72 nodes) from “out of the box” to ready to “configure jobs”		
Program Description			
Service	SKU/Tier	Summary	Availability
Installations – Quick Start Implementation	PS-QCKSTART-SM: Service creates backup jobs for small (est 3 days) environments of VMware, SQL and/or Oracle	This service is only provided in conjunction with an active installation entitlement Note: The right to the service will be good for 180-days of ordering/shipment after which the entitlement expires (and is nonrefundable).	Worldwide
	PS-QCKSTART-MD: Service creates backup jobs for small (est 5 days) environments of VMware, SQL and/or Oracle		
	PS-QCKSTART-LG: Service creates backup jobs for small (est 8 days) environments of VMware, SQL and/or Oracle		

1. Services:

The following delivery guide describes the installation services defined in the table above (the “**Installation Services**”):

The Cohesity install service offering includes installations and configuration of a Cohesity cluster from “out of the box” to be ready to accept data for various use cases (e.g. data protection, file services). The service includes hardware installation, software configuration of the Cohesity platform and its basic data protection features, as well as integration into the customer network. The Installation Services shall be performed by Cohesity personnel or its subcontractor, as applicable (the “**Cohesity Authorized Representative**”).

2. Cohesity Requirements:

Pre-Engagement Call:

- a) Review and scope expectations
- b) Identify stakeholders and key contacts
- c) Identify project constraints and limitations
- d) Review prerequisites and environment readiness
- e) Prepare and complete logical configuration capture document
- f) Physical Installation of Equipment

Success Enablement:

- a) Create Cohesity support portal account(s), as needed
- b) Request Cohesity training portal account(s), as needed

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c) Verify Cohesity Support break/fix contact information, as needed
Knowledge Transfer Workshop, up to ninety (90) minutes:

- a) Review Cohesity configuration and basic system operations
- b) Review Cohesity support portal

Installation Project Close Out and Completion

3. Customer Requirements:

Cohesity's Installation Service obligations are conditioned upon you meeting the following obligations:

- a) Timely payment of all applicable Installation Services fees and other relevant fees
- b) Providing the Cohesity Authorized Representative reasonable access to your premises/site and/or network and personnel as the Cohesity Authorized Representative reasonably requests to assist the Cohesity Authorized Representative in performing the installation;
- c) While on site, providing access to the network/firewall administrator as well as someone with administrative privileges on the backup sources
- d) Ensuring that the pre-installation worksheet is filled out and sent to the Cohesity Authorized Representative prior to onsite or remote installation
- e) Ensuring that the physical environment is ready and cleared for physical installation
- f) Ensuring that network switches are installed and configured prior to Cohesity's Authorized Representative coming onsite (or prior to remote installation, as applicable), and
- g) Ensuring that proper network speeds have been obtained for all performance needs.

4. Scope Limitations:

The Installation Services are intended to be completed in one (1) visit. The delivery of the service should not exceed in most cases one (1) day on site per SKU (or two (2) days for large clusters).

5. Specific Exclusions:

The Cohesity Authorized Representative shall have no obligation to install: (i) altered or damaged Products or any portion of a Product incorporated with or into other hardware, as applicable; (ii) Products with problems caused by (i) Customer's negligence, abuse or misapplication, (ii) use of Products other than as specified in Cohesity's user manual, or (iii) other causes beyond Cohesity's control.

6. Definitions:

- "Engagement" means the organized meetings between Cohesity Authorized Representative and the customer
- "Remote" means not physically on site
- "Cluster" means group of nodes that work in sync with one another

Technical Account Manager Service

Program Description			
Service	SKU/Tier	Summary	Availability
Technical Account Manager	PS-TAM-6MOS: Regional Technical Account Manager – Shared resources for 6-month engagement	The technical account manager is an enhanced service provided in conjunction with an active support contract on a Cohesity product. Note: Shared resources for length of engagement starts when SKU is fulfilled	Worldwide
	PS-TAM-1YRS: Regional Technical Account Manager – Shared resources for 1-year engagement		
	PS-TAM-3YRS: Regional Technical Account Manager – Shared resources for 3-year engagement		
	PS-TAM-5YRS: Regional Technical Account Manager – Shared resources for 5-year engagement		

1. Services:

The following delivery guide describes the Technical Account Manager Service defined in the table above (the “**TAM**”):

- The Cohesity TAM service offering is a dedicated resource contracted for a fixed-term, typically yearly or multiyear, engagement.
- The Cohesity Regional TAM offering is a shared resource that operates from 9am – 5pm in a single time zone local to Customer unless otherwise agreed to by both parties and is aligned with Cohesity’s 24/7 escalation management and support services.

The period for which the TAM or Platinum Service will be provided is specified in the relevant Order (the “**Service Period**”).

2. Cohesity Requirements:

An assigned Cohesity resource will provide engagement management of the service. During the Service Period, the Cohesity resource will be available remotely via phone and e-mail to address high-level concerns or issues encountered. Cohesity may provide the following Services as needed and as further set forth in the table below:

- a. A primary escalation point-of-contact for support and overseer of open P1/P2 support cases
- b. Identify critical paths, support issues and escalation as needed
- c. Host weekly/biweekly meeting to provide updates and next steps
- d. Provide internal coordination of Subject Matter Expert (SME) access as required
- e. In the event that the designated TAM is out of office and unavailable to provide support, a backup TAM will be assigned by Cohesity to support your account

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	Delivery Details	Frequency
Case Open System	24x7 access to Cohesity Support via web portal, phone, and email	<i>N/A</i>
TAM Availability	9:00 am to 5:00 pm weekdays in Customer's local time zone unless otherwise agreed to by both parties	<i>N/A</i>
Support Case Management	Review SRs (service requests) and SR handling	<i>As necessary</i>
	Provide account specific implementation and business details to support engineers	<i>As necessary</i>
	Rapid response for escalation	<i>As requested</i>
	Root Cause Analysis reports (HW and SW) for critical issues	<i>As requested</i>
	Follow-up on HW failure analysis for RMAs	<i>As requested</i>
Account Management Calls	Meetings held by the TAM to review engagement activities: <ul style="list-style-type: none"> Case Management & Priority Setting Projects & Operations Review 	<i>Up to once a week</i>
Management of Feature Enhancement Activity	Review open/pending feature enhancements with timeline planning	<i>Quarterly</i>
	Internal customer advocate for new feature enhancements	<i>As necessary</i>
Upgrade and Release Management Support	General SW release status review: <ul style="list-style-type: none"> Review published release notes for recommended release Share best practices 	<i>Quarterly</i>
	Major release (LTS) adoption & planning tailored to customer environment and deployment	<i>Quarterly</i>
Business Reviews	Onsite meeting to define and review engagement deliverables, metrics and timelines	<i>Quarterly</i>
	Joint business reviews (QBR) to ensure engagement deliverables, metrics and timelines are met	<i>Quarterly</i>
	Facilitate presentation of product and technology roadmaps	<i>As requested</i>

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Proactive	Proactive critical issue communication	<i>As necessary</i>
Information Sharing	Ensure executive visibility and communication coordination on critical issues	<i>As necessary</i>
	Provide white paper and best practices documentation	<i>As available</i>

1. Customer Requirements:

Cohesity's obligations are conditioned upon you meeting the following obligations:

- a. Provide a primary and secondary point-of-contact to work with the Cohesity TAM resource
- b. Provide agreed upon technical resources and all agreed upon required technical information
- c. If possible, provide documents/network topology diagrams of deployment in a timely manner
- d. Respond in a timely fashion to questions posed by Cohesity resources(s) regarding the service

2. Scope Limitations:

TAM resources operate regionally from 9am – 5pm in a single time zone local to Customer unless otherwise agreed to by both parties. During non-business hours, customers will be handled directly by the Cohesity high-priority support queue until the next business day.

3. Definitions:

- "TAM" Technical Account Manager
- "Engagement" means the organized meetings between Cohesity and the customer
- "Remote" means not physically on site

Platinum Service

Program Description			
Service	SKU/Tier	Summary	Availability
Platinum Service	<p>PS-PLATINUM-6MOS: Regional TAM + Designated SRE – Shared resources for 6 – month engagement</p> <p>PS-PLATINUM-1YRS: Regional TAM + Designated SRE – Shared resources for 1-year engagement</p> <p>PS-PLATINUM-3YRS: Regional TAM + Designated SRE – Shared resources for 3-year engagement</p> <p>PS-PLATINUM-5YRS: Regional TAM + Designated SRE – Shared resources for 5-year engagement</p>	<p>The platinum service is an enhanced service provided in conjunction with an active support contract on a Cohesity product.</p> <p>Note: Shared resources for length of engagement starts when SKU is fulfilled</p>	Worldwide

1. Services:

The following delivery guide described the Platinum Service defined in this table above:

Platinum Service is a unique opportunity to leverage two highly knowledgeable Cohesity technical experts, both a named DSE and TAM, with in-depth knowledge of your environment for immediate assistance as well as short- and long-term guidance and advocacy.

Assigned DSE - Every DSE is a senior, top-level support engineer. Yours will be directly responsible for handling your cases to your satisfactory resolution. Our DSEs are experienced with all aspects of the Cohesity platform and they will be able to provide environment-specific insights that help overcome existing issues to achieve business objectives.

Assigned TAM - Every TAM is a seasoned technical veteran with access to all the information and resources needed to meet your operational goals. Your TAM will take immediate action to assess current cases, review resolution priorities and plans, and capture feedback and suggestions. Your TAM will also work collaboratively with you and your team to set objectives, share feedback with Cohesity, and drive action. TAMs track requested product enhancements and promote roadmap input internally. They establish a regular cadence to review your ongoing experience, provide reports about your current environment, and build action plans and recommendations to drive desired outcomes, ensuring your secondary workloads are protected and productive across multi-clouds.

2. Cohesity Requirements:

An assigned Cohesity resource will provide engagement management of the service. During the Service Period, the Cohesity resource will be available remotely via phone and e-mail to address and high-level concerns or issues encountered. Cohesity may provide the following Services as needed and as further set forth in the table below:

- a. A primary escalation point-of-contact for support and overseer of open P1/P2 support cases
- b. Identify critical paths, support issues and escalation as needed
- c. Host weekly/biweekly meeting to provide updates and next steps
- d. Provide internal coordination of Subject Matter Expert (SME) access as required

From 9am – 5pm in a single time zone local to Customer (unless otherwise agreed to by both parties), your support calls will be routed to your DSE. If for any reason your DSE is unavailable to provide support, your call will be routed to the Platinum Support queue.

During off business hours and weekends, your support calls will be routed to the general Premium Support queue.

In the event that the designated TAM is out of office and unavailable to provide support, a backup TAM will be assigned by Cohesity to support your account.

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	Delivery Details	Frequency
Case Open System	24x7 access to Cohesity Support via web portal, phone, and email	<i>N/A</i>
TAM Availability	9am – 5pm in a single time zone local to Customer unless otherwise agreed to by both parties	<i>N/A</i>
DSE Availability	9am – 5pm in a single time zone local to Customer unless otherwise agreed to by both parties	<i>N/A</i>
Support Case Management	Review SRs (service requests) and SR handling	<i>As necessary</i>
	Provide account specific implementation and business details to support engineers	<i>As necessary</i>
	Rapid response for escalation	<i>As requested</i>
	Root Cause Analysis reports (HW and SW) for critical issues	<i>As requested</i>
	Follow-up on HW failure analysis for RMAs	<i>As requested</i>
Account Management Calls	Meetings held by the TAM to review engagement activities: <ul style="list-style-type: none"> Case Management & Priority Setting Projects & Operations Review 	<i>Up to once a week</i>
Management of Feature Enhancement Activity	Review open/pending feature enhancements with timeline planning	<i>Quarterly</i>
	Internal customer advocate for new feature enhancements	<i>As necessary</i>
Upgrade and Release Management Support	General SW release status review: <ul style="list-style-type: none"> Review published release notes for recommended release Share best practices	<i>Quarterly</i>
	Major release (LTS) adoption & planning tailored to customer environment and deployment	<i>Quarterly</i>
Business Reviews	Onsite meeting to define and review engagement deliverables, metrics and timelines	<i>Quarterly</i>
	Joint business reviews (QBR) to ensure engagement deliverables, metrics and timelines are met	<i>Quarterly</i>
	Facilitate presentation of product and technology roadmaps	<i>As requested</i>
Proactive	Proactive critical issue communication	<i>As necessary</i>

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Information Sharing	Ensure executive visibility and communication coordination on critical issues	<i>As necessary</i>
	Provide white paper and best practices documentation	<i>As available</i>

3. Customer Requirements:

Cohesity's obligations are conditioned upon you meeting the following obligations:

- a. Provide a primary and secondary point-of-contact to work with the Cohesity TAM resource
- b. Provide agreed upon technical resources and all agreed upon required technical information
- c. If possible, provide documents/network topology diagrams of deployment in a timely manner
- d. Respond in a timely fashion to questions posed by Cohesity resources(s) regarding the service

4. Scope Limitations:

TAM and DSE resources operate regionally and from 9am – 5pm in a single time zone local to Customer unless otherwise agreed to by both parties. During non-business hours, customers will be handled directly by the Cohesity high-priority support queue until the next business day.

5. Definitions:

- "DSE" Designated Support Engineer
- "TAM" Technical Account Manager
- "Engagement" means the organized meetings between Cohesity and the customer
- "Remote" means not physically on site

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End User Training

Program Description			
Service	SKU/Tier	Summary	Availability
End User Training	<p>TR-VIRTCLASS-1DY: Instructor-led/webinar class (1 day) dedicated to single company (1-12 students)</p> <p>TR-SITECLASS-2DY: Instructor-led/onsite class (2 days) dedicated to single company (1-12 students)</p> <p>TR-SITECLASS-3DY: Instructor-led/onsite class (3 days) dedicated to single company (1-12 students)</p> <p>TR-SITECLASS-4DY: Instructor-led/onsite class (4 days) dedicated to single company (1-12 students)</p> <p>TR-VIRTSEAT-1DY: 1 student seat for a Cohesity-scheduled webinar class (Instructor-led/1 day)</p> <p>TR-ROOMSEAT-1DY: 1 student seat for a Cohesity-scheduled in-person class (Instructor-led/1 day)</p>	<p>End User Training is an enhanced service provided in conjunction with an active support contract on a Cohesity product.</p> <p>Note: The right to the service will be good for 180-days of ordering/shipment after which the entitlement expires (and is nonrefundable).</p>	Worldwide

1. Services:

The following delivery guide describes the End User Training defined in the table above:

The Cohesity End User Training includes virtual and on-site trainings of Customer personnel regarding Cohesity Products. The service includes 'hands-on' labs. The training shall be taught by Cohesity personnel or its subcontractor.

2. Cohesity Requirements:

An assigned Cohesity resource will provide engagement management of the service.

3. Customer Requirements:

Cohesity's Installation obligations are conditioned upon you meeting the following obligations:

- a. Timely payment of all applicable Training fees and other relevant fees;
- b. Instructor Lead Training (ILT) – Delegates are required to attend a location where an instructor delivers the training; non-attendance is non-refundable
- c. E-learning - Delegates are required to attend at the agreed upon time and date instructor delivers the training; non-attendance is non-refundable
- d. Cancellations by Customer must be made no later than 25 working days before the start of the relevant training course

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Resident Services

The Cohesity Resident within Enterprise Services is designed to help top enterprise customers get the most out of their Cohesity purchase. Our Residents, whether onsite or remote, provide ongoing help to ensure that your Cohesity environment is achieving the desired results.

Benefits

- Primary point of contact for Enterprise Services delivery
- Residents work closely with your team to meet your company's processes and business objectives
- Focused on ensuring your environment is configured properly and running at optimum levels
- Accelerate your time-to-value by getting your environment, use cases and workloads operating quickly
- Has a detailed understanding of your environment and represents your services expectations as required
- Participates in your change management procedures
- Validate software patches and field alerts and advises you on next steps

Key Deliverables and Available Services	
New Jobs and Workloads	<ul style="list-style-type: none">• Assist in creating/monitoring backup jobs• Assist in recovering data from jobs• Document procedures
Monitoring and Maintenance	<ul style="list-style-type: none">• Setup and manage basic reporting• Regular monitoring and resolution of alerts/warnings• Growth and performance trending/monitoring• Plan and perform system upgrades• Document environment
Case Management	<ul style="list-style-type: none">• Open support cases• Work with Support Center to troubleshoot and resolve any issues• Replace hardware (if Cohesity-branded HW)
Extension of Customer Administration Team	<ul style="list-style-type: none">• Regular updates on activities, planned and reactive• Discuss impacts to potential changes• Access to subject matter experts (SMEs) inside Cohesity

Scope

The Cohesity Resident offering is an assigned resource operating during regular business hours in accordance with the customers local time zone. Residents are aligned with Cohesity's 7x24 Escalation Management and Support Services.