



COHESITY, INC.

**CLOUD BACKUP SERVICE FOR GOOGLE CLOUD PLATFORM
SERVICE LEVEL AGREEMENT**

During the Term of the Cohesity Cloud Backup Service for Google Cloud Platform (“GCP”) Terms of Service (the “Agreement”), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9% (the “Service Level Objective” or “SLO”). If Cohesity does not meet the SLO, and if Customer meets its obligations under this service level agreement (“SLA”), Customer will be eligible to receive the Financial Credits described below. This SLA states Customer’s sole and exclusive remedy for any failure by Cohesity to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement.

Definitions

The following definitions apply to the SLA:

- **“Available”** means that the Covered Service is accessible, as measured by testing agents that report the current state and availability of the Covered Service’s clusters every fifteen (15) seconds. These metrics are aggregated on a per cluster basis.
- **“Covered Service”** means Cohesity Cloud Backup Service.
- **“Documentation”** means the documents provided by Cohesity to Customer.
- **“Downtime”** means Cohesity DataPlatform nodes hosted by Cohesity are not Available.
- **“Downtime Period”** means (i) 5 minutes or more of continuous Downtime or (ii) periods of Downtime each less than 5 minutes but exceeding 10 minutes in aggregate in any 60 minute period.
- **“Financial Credit”** means the following:

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service affected which did not meet SLO that will be credited to future monthly bills of Customer
99.0% – < 99.9%	10%
95.0% – < 99.0%	25%
< 95.0%	50%

- **“Monthly Uptime Percentage”** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
- **“Valid Requests”** are requests that conform to the Documentation, and that would normally result in a non-error response.

Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify Cohesity technical support within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also specify Downtime Periods it experienced and the date and time they occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, Cohesity will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Cohesity will make available for auditing by Customer at Customer’s request on a case by case basis, subject to appropriate privacy and security protections.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Cohesity to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Cohesity will work with Google to apply the credit towards Customer's future use of the Covered Service in accordance with GCP billing practices.

SLA Exclusions

The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), (c) access to features during planned maintenance Downtime, or (d) errors: (i) caused by factors outside of Cohesity's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement, or (iv) caused by issues solely related to the GCP system.