

Cohesity Scope of License Terms

These terms supplement the Cohesity End User License Agreement (the “EULA”) and apply to any customer (“Customer”) who purchases software licenses and/or subscriptions from Cohesity, Inc. (“Cohesity”) pursuant to a written agreement or order between Customer and Cohesity (or its authorized reseller or distributor, as applicable).

Cohesity Entitlement (SKU)	Scope
License = Perpetual	<p>This software license is perpetual for the life of the hardware on which it is originally installed. A license is not portable to new hardware, except when expressly permitted by Cohesity Support.</p> <p><i>Please Note:</i> additional portability permissions for Capacity Limited licenses are described below.</p>
Subscription = Term-based	<p>This software subscription is limited to the number of months and/or years purchased under a valid quote. A subscription is portable to/from Cohesity-supported hardware during the term.</p>
Capacity Limited = Subject to a maximum use or capacity	<p>A license or subscription may be limited to a certain capacity specified in a SKU (such as an aggregate number of TBs). In such a case, the capacity may be used across any number of nodes contained in a single Cohesity cluster. A capacity-limited SKU may not be utilized for another Cohesity cluster, except when expressly permitted by Cohesity Support.</p>

Important notes:

All entitlements included in bundled offerings together with Data Platform are considered licenses (even if capacity limited) and are not portable.

Customer is permitted a 30-day grace period for accidental excess use or unforeseen events leading to non-compliance with the above-stated limitations. Thereafter, Customer is obligated to purchase additional licenses, subscriptions and/or capacity to cover its usage.

This document does not modify a Customer’s rights related to any third party supplied software.