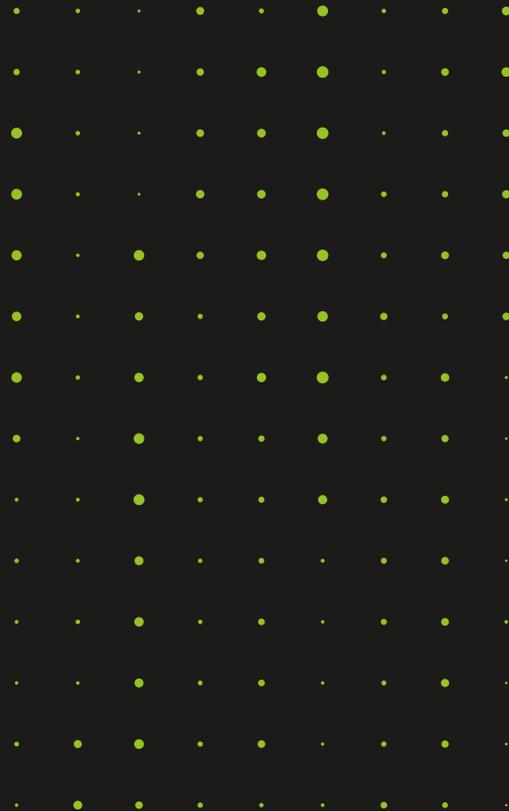


COHESITY

Cohesity Support and Maintenance Terms and Conditions

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Cohesity Support and Maintenance Terms and Conditions

These Cohesity Support and Maintenance Terms and Conditions (the "Support Terms") apply to any customer ("Customer") who is entitled to receive support services from Cohesity, Inc. ("Cohesity") for specific Cohesity software product(s) (the "Software Product") and/or hardware product(s) (the "Hardware Product" and together with the Software Product, "Products") pursuant to a written agreement or order between Customer and Cohesity (or its authorized reseller or distributor, as applicable) (an "Agreement"). Customer is entitled to receive only the support specified for the applicable Support Level and term that Customer has ordered and paid for pursuant to such Agreement. To the extent Cohesity has become obligated for support and maintenance, the following will apply with respect to Products so long as they remain Cohesity's standard terms for support and the Customer is in full compliance with Cohesity's end-user agreement (the "EULA").

IMPORTANT: The Software Product is ONLY supported on Cohesity-certified hardware, firmware and operating system configurations. Contact support for a current list of certified configurations.

PROGRAM DESCRIPTION			
Support Level	Support Hours	Initial Response Time	Parts Delivery Time
Premium	24 x 7	P3 Errors: Four Hours P2 Errors: Two Hours P1 Errors: One Hour	<ul style="list-style-type: none"> • Continental U.S.: Next Business Day • Hawaii, Alaska, Puerto Rico: Next Business Day • EU Countries: Next Business Day <ul style="list-style-type: none"> • UK - Next Business Day • Non-EU Countries - Best Effort • APAC: <ul style="list-style-type: none"> • Australia/Singapore/Japan - Next Business Day • China (Beijing, Shanghai, Shenzhen, Guangzhou) -Next Business Day • Rest of World: Best Efforts
Add-On Services (may be added for an additional fee) ¹ : <ul style="list-style-type: none"> • Hardware non-return option • Spare parts package (onsite) 			

1. Support and Maintenance Services. Support and Maintenance Services consist of using reasonable efforts to provide (a) Error Correction and Telephone Support provided to a single consistent named technical support contact at Customer concerning the installation and use of the then current release of a Product, (b) E-mail Support, (c) Web Support, (d) Software Product updates that Cohesity in its discretion makes generally available to its support and maintenance customers without additional charge, and (e) support for Hardware Products as set forth in Section 3 below ("Hardware Support" and, clauses (a)-(e) collectively, "Support"). Cohesity shall provide Support for Supported Releases of a Software Product. Customer is solely responsible for installing a Supported Release if Customer wishes to continue to receive Support.

¹Contact your sales rep for more details

2. Cohesity shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of a Product in accordance with the priority level assigned to such Error by Cohesity (in Cohesity's sole and absolute discretion).

- **Priority 1 Errors** - Cohesity shall respond within the Initial Response Time and promptly commence the following procedures: (i) assign Cohesity engineers to correct the Error; (ii) notify Cohesity management that such Error 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 Products, initiate work to provide Customer with a Workaround or Fix or, in the case of Hardware Products, initiate Hardware Support pursuant to Section 3 below.
- **Priority 2 Errors** - Cohesity shall respond within the Initial Response Time and promptly commence the following procedures: (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 Products, initiate work to provide Customer with a Workaround or Fix or, in the case of Hardware Products, initiate Hardware Support pursuant to Section 3 below.
- **Priority 3 Errors** - Cohesity shall respond within the Initial Response Time and promptly commence the following procedures: (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 Products, initiate work to provide Licensee with a Workaround or Fix or, in the case of Hardware Products, initiate Hardware Support pursuant to Section 3 below.
- **Priority 4 Errors** - Cohesity will use reasonable efforts to acknowledge Customer's problem report and commence reasonable efforts to supply a Fix for the Error.

If Cohesity believes that a problem reported by Customer may not be due to an Error, Cohesity will so notify Customer. At that time, Customer may (1) instruct Cohesity to proceed with problem determination at its possible expense as set forth below, or (2) instruct Cohesity that Customer does not wish the problem pursued at its possible expense. If Customer requests that Cohesity proceed with problem determination at its possible expense and Cohesity determines that the error was not due to an Error, Customer shall pay Cohesity, at Cohesity's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent problems are due to Errors; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Cohesity that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Cohesity). If Customer instructs Cohesity that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Customer's instructions, Cohesity may, at its sole discretion, elect not to investigate the error with no liability therefor.

3. Hardware Support. If Hardware Support is included in the Support services purchased by Customer, then Cohesity will use reasonable efforts to deliver to Customer, at no charge, replacement parts that Cohesity determines are required within the Part Delivery Time. Actual delivery times may vary if Customer's location is remote and/or if common carriers encounter delays or require special transportation arrangements for reaching Customer's site, or if customs clearances impose delays. Replacement parts may be new or refurbished at Cohesity's option. Defective parts must be returned following Cohesity's standard RMA process (the current version is included below), unless Customer has purchased the Hardware Non-Return Option as an Add-On to its Agreement. If Customer does not follow Cohesity's RMA process, Cohesity may invoice Customer the full cost of the replacement part.

If Customer has been given possession of a Spare Parts Package (an "SPP"), Customer: (A) shall store the SPP in a safe and locked location suitable for enterprise server equipment; (B) acknowledges the SPP is Cohesity's property; and (C) shall NOT break the seal or otherwise attempt to access the SPP unless and until Cohesity Support instructs Customer to do so, at which point the parts accessed shall be considered replacement parts.

4. Exclusions. Cohesity shall have no obligation to support: (i) altered or damaged Products or any portion of a Product incorporated with or into other software and/or hardware, as applicable; (ii) any Software Product that is not the then-current release or immediately Previous Sequential Release; (iii) Product problems caused by Customer's negligence, abuse or misapplication, use of Products other than as specified in Cohesity's user manual or other causes beyond the control of Cohesity; (iv) Software Products installed on any hardware that is not supported by Cohesity; (v) third party products not provided by Cohesity; or (vi) Third Party Software (as defined in the EULA). Cohesity shall have no liability for any changes in Customer's hardware which may be necessary to use Software Products due to a Workaround or maintenance release.

5. Definitions.

- **"E-mail support"** means the ability to make requests for technical support assistance by e-mail, including automated reply and/or ticketing generation, at any time (with reasonable efforts by Cohesity to respond within one business day) concerning the installation and use of Hardware Products and/or the then-current release of a Software Product and the Previous Sequential Release.
- **"Error"** means an error in a Product which significantly degrades such Product as compared to Cohesity's published performance specifications.
- **"Error Correction"** means the use of reasonable commercial efforts to correct Errors.
- **"Fix"** means the repair or replacement of object or executable code versions of a Software Product or documentation to remedy an Error.
- **"Hardware Non-Return Option"** means an optional Add-On Service that entitles the Customer to retain defective persistent data storage hardware parts that could retain sensitive data, such as flash memory, solid state disks and hard disk drives, that have been replaced by Cohesity ("Non-Return Parts") pursuant to Hardware Support (Section 3) that is included in the Support services purchased by Customer. If Customer has purchased this Add-On Service, Customer will not be required to return Non-Return Parts per Cohesity's RMA policy.
- **"Initial Response Time"** means the amount of time between Cohesity receiving a support request from Customer and responding to such request, as determined by the Support Level applicable to Customer.
- **"Part Delivery Time"** means the number of days after Cohesity has diagnosed a problem and determined that hardware replacement parts are required for Support for such problem, as determined by the Support Level applicable to Customer.
- **"Previous Sequential Release"** means the immediately previous release of a Software Product which has been replaced by a subsequent release of the same or upgraded Software Product.
- **"Priority 1 Error"** means an Error which causes Customer's production use of a Product to be stopped, or so severely impacted that Customer cannot reasonably continue use of the Product.
- **"Priority 2 Error"** means an Error which causes important Product features to be unavailable (and, in the case of Software Products, with no acceptable Workaround), but Customer's production use is capable of continuing.

- **“Priority 3 Error”** means an Error which causes important Product features to be unavailable (but, in the case of Software Products, a Workaround is available), or less significant Software Product features to be unavailable, but Customer’s production use is capable of continuing.
- **“Priority 4 Error”** means any Error which is not a Priority 1 Error, Priority 2 Error, or Priority 3 Error.
- **“Support Level”** means the level of support agreed to by the parties in the Agreement and actually paid for by Customer.
- **“Supported Release”** means the current release of a Software Product and the two (2) prior Previous Sequential Releases.
- **“Telephone Support”** means technical support telephone assistance concerning the installation and use of Hardware Products and/or Supported Releases.
- **“Web Support”** means information available on the World Wide Web, including access to product and support forums, frequently asked questions, and product documentation.
- **“Workaround”** means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing intended use of a Software Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SEPARATELY SUPPLIED. THESE TERMS AND CONDITIONS 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.

RMA PROCESS

A case is required for hardware troubleshooting and product (or part) replacement. All returns must be authorized and assigned a Return Materials Authorization (“RMA”) number in advance by Cohesity support personnel. Replacement products and components are shipped to end users, systems integrators and resellers based on instructions generated by Cohesity support personnel.

Cohesity products and components that are (A) covered under the terms and conditions of Cohesity’s Express Limited Warranty; or (B) covered under a purchased support package (collectively “Covered Products”) must be pre-authorized for return by Cohesity with an RMA number marked on the outside of the package and packaged appropriately for safe shipment. Only packages with RMA numbers written on the outside of the shipping carton and/or the packing slips and shipping paperwork will be accepted by Cohesity’s receiving department, or its designated repair partner. All other packages will be rejected.

Once Cohesity support personnel have determined a replacement part (or product) is needed, a replacement will be shipped. The end user (or its designated service provider) will receive a dispatch number which also acts as the RMA number. Cohesity will be responsible for all freight charges for returned Covered Products or components via a Cohesity designated carrier.

If an End User’s technical support level entitlement allows retention of defective hardware parts, there is no requirement to return any defective hardware part to Cohesity. However, all other defective hardware parts must be returned via this RMA Process.