

COHESITY ENHANCED SUPPORT SERVICES TERMS AND CONDITIONS (“TERMS”)

Important: these T&Cs only apply to Enhanced Support Services a Customer actually buys.

For example, 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 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 the Order. 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 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 Terms, an Order could include a ‘Statement of Work’ or similar document if signed between the parties (“**SOW**”).

These Terms 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. Capitalized terms used but not defined herein shall have their meaning as defined in the EULA. Part B supplements Part A below and in event of conflict between them with respect to Customized Services, Part B prevails.

Part A – Terms Applicable to all Enhanced Support Services

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 writing by Cohesity, all Enhanced Support Services engagements are (a) time and materials based; (b) to be reviewed, agreed and prioritized at project kickoff, and (c) delivered remotely over the number of days purchased.

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. Customer shall meet any agreed time commitments, 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, 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 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. Cohesity’s pricing and its ability to meet its obligations are dependent on Customer meeting its obligations hereunder. Please note that the installation process requires that certain parts of the infrastructure (e.g. data and management networks) are already in place and configured so that implementation can be completed in the agreed number of visits by the installing engineer. Not having this infrastructure ready before Cohesity arrives on site is typically the most significant cause of schedule delays in deployment projects.

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 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. Neither Party shall make any commitment, by contract or otherwise, binding upon the other or represent that it has authority to do so.

8. Acceptance. Acceptance of the Services shall be deemed granted within 10 calendar days after delivery unless a detailed notice of rejection is received by Cohesity within that time.

Part B – Supplemental Terms Applicable to Customized Enhanced Support Services

This Part B applies to Enhanced Support Services to the extent comprising customized professional services or engineering consulting days (and 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**”).

1. Cohesity Obligations and Scope. Subject to payment of the applicable fees, 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.

2. Customer Obligations. If reasonably necessary, Customer shall (a) provide Cohesity with access to Customer resources to assist Cohesity in development and testing of Customized Services; (b) actively participate in the planning process and provide the requested planning information before Cohesity personnel are scheduled to go onsite and/or commence work.

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 SERVICES¹

Installation Services

Program Description			
Service	SKU/Tier	Summary	Availability
Installations	<p>PS-INSTALL-SM-CLUS: Install one cluster (3-8 nodes) OR up to three single node VE instances OR up to eight VE multi-cluster nodes OR three nodes of Cloud Edition. Assist with readiness to configure jobs.</p> <p>PS-INSTALL-MD-CLUS: Install one cluster (9-24 nodes). Assist with readiness to “configure jobs.”</p> <p>PS-INSTALL-LG-CLUS: Install one cluster (25-48 nodes). Assist with readiness to “configure jobs.”</p> <p>PS-INSTALL-XL-CLUS: Install one cluster (49-72 nodes). Assist with readiness to “configure jobs.”</p> <p>PS-INSTALL-ROBO: Remote installation of multiple ROBO nodes/units to be ready to configure data protection and services. Up to 3 nodes.</p>	<p>Includes prep call with Customer, system validation testing and up to 90 mins of Customer education.</p> <p>Cohesity Qualified Hardware Only (On-site or Remote Installation)</p> <ul style="list-style-type: none"> PS-INSTALL-SM-CLUS (3 – 8 nodes) PS-INSTALL-MD-CLUS (9 – 24 nodes) PS-INSTALL-LG-CLUS (25 – 48 nodes) PS-INSTALL-XL-CLUS (49 – 72 nodes) <p>Cloud Edition</p> <ul style="list-style-type: none"> PS-INSTALL-SM-CLUS (1 or 3 nodes) * <p>Virtual Edition (Single Node)</p> <ul style="list-style-type: none"> PS-INSTALL-SM-CLUS (Up to 3 nodes) <p>Virtual Edition (Multi Cluster)</p> <ul style="list-style-type: none"> PS-INSTALL-SM-CLUS (3 – 8 nodes) <p>Cloud customers must be cloud ready with existing cloud accounts. Installations must be at the same site. Multiple sites require additional purchase per site. ISO install image must be copied to Unix datastore before scheduling services.</p> <p>Cloud Edition installations larger than three (3) nodes, or Azure.GOV installs require scoping by svcsales@cohesity.com.</p> <p>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 PS-Custom-SOW SKU is also covered by these Terms.

Installations – Node Add Services	PS-NODE-ADD: Addition of up to four (4) nodes of qualified hardware to an existing cluster.	Includes preparation and configuration of Cohesity hardware nodes, imaging nodes with desired release and validation that nodes are communicating across cluster and network. The right to the service will be good for 180-days of ordering/shipment after which the entitlement expires (and is nonrefundable).	Worldwide
Installations – Quick Start Implementation	<p>PS-QCKSTART-SM: Creation of backup jobs for up to four (4) supported workloads in a SMALL environment (3-8 nodes).</p> <p>PS-QCKSTART-MD: Creation of backup jobs for up to four (4) supported workloads in a MEDIUM environment (9-24 nodes).</p> <p>PS-QCKSTART-LG: Creation of backup jobs for up to four (4) supported workloads in a LARGE environment (25-48 nodes).</p>	<ul style="list-style-type: none"> This service is priced per site and only provided in conjunction with an active installation entitlement. Service days must be consecutive business days. Basic installation must have already been completed as per Installation SKU Scope-of-work finalized during Planning and Design Use case validation testing up to 10% of total configuration count and dependent on customer providing access to servers Quick Start Service may be offered remotely or delivered on-site during a single contiguous visit of consecutive days For questions or additional information, contact svcsales@cohesity.com <p>The right to the service will be good for 180 days of ordering/shipment after which the entitlement expires (and is nonrefundable).</p>	Worldwide

* Limitations in some locations

Quick Start Service – Workloads and Sizing Chart

Source Workload Type	Small Tier	Medium Tier	Large Tier
VMWare vCenters	Up to 2	Up to 4	Up to 8
VM's per vCenter	Up to 200	Up to 2000	Up to 3000
ESX Clusters	Up to 5	Up to 15	Up to 25
Microsoft Hyper-V			
SCVMM	2	4	8
VM's per SCVMM	Up to 200	Up to 2000	Up to 3000
Hyper-V Servers	Up to 5	Up to 15	Up to 25
Physical Server - Microsoft Windows	Up to 5	Up to 10	Up to 20
Physical Server - Linux	Up to 5	Up to 10	Up to 20
Physical Server - UNIX	Up to 5	Up to 10	Up to 20
Databases - Microsoft SQL			
Sources	Up to 5	Up to 7	Up to 10
Databases - Oracle			
Instances	Up to 5	Up to 7	Up to 15
Databases - O365			
Users	Up to 1000	Up to 2000	Up to 4000

Databases - NoSQL Sources (Cassandra, or MongoDB)	Up to 2	Up to 4	Up to 8
Databases - Hadoop Sources (HDFS, Hive or HBase)	Up to 3	Up to 6	Up to 9
NAS - NetApp Volumes	Up to 5	Up to 7	Up to 15
NAS - Dell EMC Isilon Volumes	Up to 5	Up to 7	Up to 15
NAS - Pure Storage Array® Volumes	Up to 5	Up to 7	Up to 15

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 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**”).

IMPORTANT: Rack and Stack of Hardware IS ONLY INCLUDED for Cohesity Hardware. If a customer requires a rack and stack of NON-Cohesity hardware, please work with the authorized partner to quote the proper solution.

2. **Cohesity Requirements:**

Cohesity shall provide a pre-installation checklist that details the required infrastructure and configuration information necessary. A member of the Cohesity team shall conduct a call with the Customer to review the checklist, answer any questions, and confirm the prerequisites listed below before proceeding with the installation.

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; and
- 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; and
- 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; and
- 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; or (ii) Products with problems caused by (a) Customer's negligence, abuse or misapplication, (b) use of Products other than as specified in Cohesity's user manual, or (c) other causes beyond Cohesity's control.
6. Definitions:
- "Engagement" means the organized meetings between Cohesity Authorized Representatives and the Customer.
 - "Remote" means not physically on site.
 - "Cluster" means a group of nodes that work in sync with one another.

Technical Account Manager (“TAM”) Service

Program Description			
Service	SKU/Tier	Summary	Availability
Technical Account Manager	PS-TAM-6MOS: Regional Technical Account Manager – <u>Shared</u> 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. Shared resources for length of engagement starts when SKU is fulfilled.	Worldwide
	PS-TAM-1YRS: Regional Technical Account Manager – <u>Shared</u> resources for 1-year engagement		
	PS-TAM-3YRS: Regional Technical Account Manager – <u>Shared</u> resources for 3-year engagement		
	PS-TAM-5YRS: Regional Technical Account Manager – <u>Shared</u> resources for 5-year engagement		

Each TAM is a shared resource that can be assigned to support up to 5 Cohesity customers at a time, Alternatively, Customers may purchase a dedicated TAM who supports only a single Customer.

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 an assigned 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 email 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; and
- 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.

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

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; and
 - 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"** means 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	PS-PLATINUM-6MOS: Regional TAM + Designated SRE – Shared resources for 6 – month engagement	The platinum service is an enhanced service provided in conjunction with an active support contract on a Cohesity product.	Worldwide
	PS-PLATINUM-1YRS: Regional TAM + Designated SRE – Shared resources for 1-year engagement		
	PS-PLATINUM-3YRS: Regional TAM + Designated SRE – Shared resources for 3-year engagement	Shared resources for length of engagement starts when SKU is fulfilled.	
	PS-PLATINUM-5YRS: Regional TAM + Designated SRE – Shared resources for 5-year engagement		

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. Please see the “Technical Account Manager(“TAM”)” Service description above for details on the TAM.

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 email 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; or
- 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.

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

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; and
- 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” means Designated Support Engineer.
- “TAM” means Technical Account Manager.
- “Engagement” means the organized meetings between Cohesity and the Customer.
- “Remote” means not physically on site.

End User Training

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

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 training 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 End User Training fees and other relevant fees;
- b. *Instructor Led 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; and
- d. Cancellations by customers must be made no later than twenty-five (25) working days before the start of the relevant training course.

Resident Service

The Cohesity Resident 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

Program Description			
Service	SKU/Tier	Summary	Availability
Professional Services Resident Engineer	PS-RESIDENT-6MOS: Professional Services Resident Engineer resource for 6-month engagement	The Cohesity Resident Service offering is a dedicated resource contracted for fixed-term engagements.	Worldwide
	PS-RESIDENT-1YRS: Professional Services Resident Engineer resource for 1-year engagement	The assigned Cohesity resource will perform activities/available services (as defined below) at the Customer's direction.	

1. Services:

The following describes the Resident Service in the table above (the “**Resident**”):

- The Cohesity Resident Service offering is a dedicated resource contracted for a fixed-term, engagement of six (6) months or one (1) year.
- The Cohesity Resident Service offering is an assigned resource operating during regular business hours in accordance with the Customer's local time zone.

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

2. Scope:

The Cohesity Resident Service is an assigned resource operating during regular business hours in accordance with the Customer's local time zone. The assigned Cohesity resource will perform activities/available services (as defined below) at the Customer's direction. During the Service Period, the Cohesity resource will be available on-site or remotely via phone and e-mail to perform available services. The Cohesity Resident may provide the following Services as needed and as further set forth in the table below:

Key Deliverables	
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 Cohesity Support to troubleshoot and resolve any issues• Replace hardware (if Cohesity-branded Hardware Products)
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

Four-Hour Hardware Services

Program Description			
Service	SKU/Tier	Summary	Availability
Four-Hour Hardware Services	CS-P4H-[•] : Premium (24x7) Support with 4-HR Parts Delivery for select Cohesity Hardware Products	Premium (24x7) Support with 4-hour Parts Delivery for select models of Cohesity Hardware Products; 4-hour Parts Delivery is available only within Cohesity-approved service locations.	Cohesity-approved four-hour response locations*
	CS-P4H-NRHDD-[•] : Premium (24x7) Support with 4-HR Parts Delivery and HDD Non-Return for select Cohesity Hardware Products	CS-P4H Support plus Hard Drive No Return Option	
	CS-P4H-NRHW-[•] : Premium (24x7) Support with 4-HR Parts Delivery and Hardware Non-Return for select Cohesity Hardware Products.	CS-P4H Support plus Hardware No Return Option	

* Customer's location(s) for Four-Hour Hardware Services **must** be pre-approved in writing in advance by Cohesity's Service Logistics team.

1. Services:

Cohesity's Four-Hour Hardware Services are available only:

- with select models of Cohesity's Hardware Products and
- in Cohesity-approved response locations,

each of which are determined in Cohesity's sole discretion. Please contact your Cohesity representative for further details to determine if your Cohesity Hardware Products may qualify for such Four-Hour Hardware Services.

2. Cohesity Requirements:

Cohesity shall ensure that replacement parts arrive on-site at a Customer's location within four (4) hours after (i) completion of telephone-based troubleshooting and (ii) confirmation from the Customer that the relevant location is able to receive the parts within the designated four (4) hour timeframe.

3. Customer Requirements:

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

- a. Customer is responsible for ensuring that a representative of Customer is available on-site at the location to receive replacement parts provided by Cohesity within the designated timeframe.
- b. After the purchase of any Four-Hour Hardware Services, if Customer wishes to move Hardware Products to a new location, Customer agrees to contact Cohesity in writing at least thirty (30) days prior to such relocation. Cohesity will advise Customer if Customer's purchased Four-Hour Support Services are available at the new location.
 - i. Customer acknowledges that relocation of the Hardware may result in a decrease of availability and/or Cohesity may propose an increase in the pricing of Four-Hour Support Services in order to support the new location (which shall only take effect upon agreement by Customer). Cohesity will communicate this to Customer on a case-by-case basis.
 - ii. If a Customer fails to notify Cohesity of the relocation of Hardware Products as required above, Cohesity may refuse to provide the Four-Hour Support Services in its sole discretion.
 - iii. In the event of an agreed increase in pricing of Four-Hour Support Services following relocation of Hardware Products, Customers will promptly submit an Order to Cohesity (or Cohesity's authorized partner, as applicable) for such increased cost.

Customer Support Services

Program Description			
Service	SKU/Tier	Summary	Availability
US Citizen on US Soil	CS-SUPPORT-USCITIZEN: Premium (24x7) Support interaction with experienced support engineers with U.S. citizenship, located on U.S. soil	CS-SUPPORT-USCITIZEN is an enhanced service provided in conjunction with an active support contract on a Cohesity product. The CS-SUPPORT-USCITIZEN offering is designed to provide phone support to meet the needs of federal, military, or civilian agencies that have a specific requirement for US Citizen on US soil support.	US Only

1. **Services:**
Provides case routing to US Citizens on US Soil SREs only. Available 24/7/365 US Citizen support coverage for P1-P3 support issues. Service period is aligned with the service period of the software support specified in the relevant order (the ""Service Period"").
2. **Cohesity Requirements:**
Available remotely via phone to address P1-P3 support cases 24/7/365. Eligible customers will receive a support PIN number that will be required to enable call routing to a Cohesity US Citizen on US Soil SRE.
3. **Customer Requirements:**
Customers must utilize the assigned support PIN when logging phone based cases to insure proper case routing to US Citizens.
4. **Scope Limitations:**
US Federal Only.

Program Description			
Service	SKU/Tier	Summary	Availability
Enhanced Field Engineer	CS-FIELDSERVICE-ENHANCED: Access to a Field Service Engineer that can autonomously perform onsite hardware or software troubleshooting as well as hardware replacements	CS-FIELDSERVICE-ENHANCED is an enhanced service provided in conjunction with an active support contract on a Cohesity product. The CS-FIELDSERVICE-ENHANCED on-site, customer centric and focused assured US Citizen Field Engineer to meet the needs of customers who deploy Cohesity products in unmanned data centers	Contiguous US Only

1. Services:
Provides on-site, customer centric and focused assured US Citizen Field Engineer to meet the needs of customers who deploy Cohesity products in unmanned data centers.
2. Cohesity Requirements:
During the Service Period, the Cohesity Enhanced FE resource will be scheduled on a "best effort" basis.
3. Customer Requirements:
Customer is responsible for making sure the FE can successfully access equipment when they arrive onsite (access ticket setup, questionnaire, any pre-checks the FE is required to do should be shared with Cohesity before the FE arrives onsite).
4. Scope Limitations:
US Federal Only. All dispatches are scheduled on a best effort basis. No limit on HW Replacement visits, Limit onsite troubleshooting to 4 visits annually at the discretion of the Cohesity Support (exceptions must be approved by Customer Support Leadership).