

COHESITY END-OF-SUBSCRIPTION TERMS AND CONDITIONS

These terms supplement Cohesity's End User License Agreement ("**EULA**") and apply to Customers using Cohesity Software. Capitalized terms used but not defined herein shall have their meaning as defined in the EULA.

1. Restores after Subscription Expiration:

For at least twelve (12) months following expiration (and non-renewal) of a Customer's Software subscriptions, Cohesity shall provide a software pathway (without cost) whereby Customer may restore/recover its data from snapshots stored on Cohesity during the applicable subscription period. For clarity, Customers may recover old snapshots (within the given retention period), but may not write new data to, nor backup new data to, Cohesity.

Notes:

- If Customer does not have Hardware Support, ability to perform a restore shall be at the Customer's risk.
- Global search for data will not be accessible under expired subscriptions/support, as this is treated as a differentiated feature with Cohesity that is available for paying customers only (but Customer will have access for recovery at file, drive, or VM level.)
- These terms do not provide access to SaaS Offerings (including Helios).

2. Grace Period for Renewals:

Cohesity's [Scope of License](#) terms provide an automatic 30-day grace period for accidental excess use or unforeseen events. This affords our Customers protection in the unlikely event of forgetting or failing to renew in time.

Effective December 4, 2020