

## COHESITY SCOPE OF LICENSE TERMS

These terms supplement the Cohesity End User License Agreement (“**EULA**”) and apply to any Customer who purchases a Software Entitlement under an Order or other written agreement. Capitalized terms herein shall have their meaning given in the EULA.

**Part A:** Generally Applicable Terms – these terms apply to all Cohesity Customers

**Part B:** Software Services Terms – these terms apply only to Cohesity Customers using Software Services

### Part A: Generally Applicable Terms

Cohesity Entitlement (specified in SKU in Order)	Scope
<b>License = perpetual</b>	A “license” is perpetual for the life of the Hardware on which it is originally installed and is not portable to new Hardware, except when permitted in writing by Cohesity.
<b>Subscription = term-based</b>	A software “subscription” is limited to the number of months/years to which Customer is Entitled (as specified in the Order). A subscription is freely portable to/from Hardware certified by Cohesity for use with the applicable Software. Subscription Entitlements include a license and Support.
<b>Capacity-limited = subject to a maximum use or capacity</b>	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.

#### Important notes:

- Cohesity’s End of Subscription policy describes Customer’s rights at the end of a subscription term.
- 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 (a) purchase additional licenses, subscriptions and/or capacity, as applicable, to cover its usage, or (b) cease excess use.
- For clarity, all Entitlements included in bundled offerings together with DataPlatform licenses are considered licenses and are not portable. The foregoing sentence does not apply to subscriptions.
- Certain Entitlements are subject to supplemental terms (subject to being agreed by Customer).
- This document does not modify Customer’s rights related to any third party supplied software.

## Part B: Software Services Terms

The following table describes the Entitlements of Customers who purchase Cohesity software services Entitlements (the “**Software Services**”) in the applicable Software Service (“✓” means included; “x” means excluded):

<b>Software Services</b>						
	<i>DataProtect</i>	<i>Site Continuity</i>	<i>DataProtect Advanced</i>	<i>DataProtect Replica</i>	<i>SmartFiles</i>	<i>Archive</i>
<b>Platform Scalability &amp; NDO</b>						
<i>Unlimited Scalability (web-scale)</i>	✓	✓	✓	✓	✓	✓
<i>Multi-Tenancy (different orgs or storage domains)</i>	✓	x	✓	✓	✓	✓
<i>Non-disruptive Software Upgrades</i>	✓	✓	✓	✓	✓	✓
<i>Non-disruptive Add/Remove Nodes/Blocks</i>	✓	✓	✓	✓	✓	✓
<i>Data Resiliency w/ Strict Consistency</i>	✓	✓	✓	✓	✓	✓
<i>Two Node and Two Disk Fault Tolerance Support</i>	✓	✓	✓	✓	✓	✓
<i>Higher Resiliency levels</i>	✓	✓	✓	✓	✓	✓
<i>Rack/Chassis Awareness</i>	✓	✓	✓	✓	✓	✓
<b>Data Access &amp; Usage Control</b>						
<i>Create file &amp; object Views (i.e. Shares)</i>	<i>For backup purposes only</i>	x	<i>For backup purposes only</i>	x	✓	S3 only
<i>NFS, SMB, S3, Multi-protocol Support</i>	<i>NFS only</i>	<i>NFS only</i>	<i>NFS only</i>	x	✓	S3 only
<i>Storage Domain Physical and Logical Quotas</i>	✓	✓	✓	✓	✓	✓
<i>SmartFiles Quotas (View, Directory, User)</i>	x	x	x	x	✓	x
<i>External NAS Tiering</i>	x	x	x	x	✓	x
<b>Data Security</b>						
<i>View DataLock</i>	✓	✓	✓	✓	✓	✓
<i>File DataLock</i>	✓	✓	✓	✓	✓	x
<i>Encryption AES-256 (In-flight / at rest)</i>	✓	✓	✓	✓	✓	✓

	<b>DataProtect</b>	<b>Site Continuity</b>	<b>DataProtect Advanced</b>	<b>DataProtect Replica</b>	<b>SmartFiles</b>	<b>Archive</b>
<b>Data Protection</b>						
<i>Unlimited Clones (of non-NAS: e.g. VMs, DBs, etc.)</i>	✓	✓	✓	✓	✗	✗
<i>Unlimited Clones (of NAS Views)</i>	✓	✗	✓	✓	✓	✓
<i>Unlimited, Distributed Snapshots</i>	✓	✓	✓	✓	✓	✓
<i>Async replication (out)</i>	✓	✓	✓	✗	✓	✓
<i>DR Orchestration &amp; Runbook</i>	✗	✓	✓	✗	✓	✗
<i>CDP</i>	✗	✓	✓	✗	✗	✗
<i>Instant Mass Restore</i>	✓	✓	✓	✓	✗	✗
<b>Application Awareness</b>						
<i>Oracle</i>	✓	✗	✓	✗	✗	✗
<i>SQL</i>	✓	✗	✓	✗	✗	✗
<i>NoSQL</i>	✓	✗	✓	✗	✗	✗
<i>VM (VMWare, Hyper-V, AHV, RHV)</i>	✓	✓	✓	✗	✗	✗
<i>SAP</i>	✓	✗	✓	✗	✗	✗
<i>Storage integration for VMW backup</i>	✓	✗	✓	✗	✗	✗
<i>SAN Transport for VMW backup</i>	✓	✗	✓	✗	✗	✗
<i>Kubernetes</i>	✓	✗	✓	✗	✗	✗
<i>NAS - generic</i>	✓	✗	✓	✗	✗	✗
<i>NAS - Isilon</i>	✓	✗	✓	✗	✗	✗
<i>NAS - NetApp</i>	✓	✗	✓	✗	✗	✗
<i>Physical Server</i>	✓	✗	✓	✗	✗	✗
<i>Remote Adapter</i>	✓	✗	✓	✗	✓	✗
<i>Universal Data Adapter</i>	✓	✗	✓	✗	✗	✗
<i>Exchange</i>	✓	✗	✓	✗	✗	✗
<i>M365</i>	✓	✗	✓	✗	✗	✗

	<i>DataProtect</i>	<i>Site Continuity</i>	<i>DataProtect Advanced</i>	<i>DataProtect Replica</i>	<i>SmartFiles</i>	<i>Archive</i>
<b>Capacity Optimization</b>						
Storage Efficiency (EC, small file efficiency)	✓	✓	✓	✓	✓	✓
Global Variable-Length Dedupe	✓	✓	✓	✓	✓	✓
Compression	✓	✓	✓	✓	✓	✓
<b>Automated Data/App Mobility</b>						
CloudArchive	Unlimited	✗	Unlimited	✗	Unlimited	✗
CloudArchive Direct	✓	✗	✓	✗	✗	✗
CloudRetrieve	✓	✗	✓	✗	✗	✗
CloudTier	Add-on	Add-on	Add-on	✗	Add-on	✗
CloudSpin	Unlimited	✗	Unlimited	✗	✗	✗
Cloud Snapshot Manager	Unlimited	✗	Unlimited	✗	✗	✗
<b>Marketplace Apps</b>						
Cohesity Insight	✓	✓	✓	✓	✓	✓
Cohesity Spotlight	✗	✗	✗	✗	✓	✗
Cohesity Antivirus with ClamAV	✗	✗	✗	✗	✓	✗
Tenable CyberScan (vulnerability scanner)	BYOL	BYOL	BYOL	BYOL	BYOL	BYOL
Cristie BMR (physical server backup & restore)	BYOL	BYOL	BYOL	✗	✗	✗
SentinelOne (antivirus)	✗	✗	✗	✗	BYOL	✗
<b>Global Active Management</b>						
Multi-cluster Single Sign-on	✓	✓	✓	✓	✓	✓
Role-Based Access Control	✓	✓	✓	✓	✓	✓
Multi-factor Authentication	✓	✓	✓	✓	✓	✓
Multi-cluster Dashboard	✓	✓	✓	✓	✓	✓
Global Search	✓	✓	✓	✓	✓	✓
Support Automation	✓	✓	✓	✓	✓	✓
Global Pre-Built Reports	✓	✓	✓	✓	✓	✓
Global Customizable Reports	✓	✓	✓	✓	✓	✓

	<i>DataProtect</i>	<i>Site Continuity</i>	<i>DataProtect Advanced</i>	<i>DataProtect Replica</i>	<i>SmartFiles</i>	<i>Archive</i>
<b>Global Active Management (cont.)</b>						
<i>Global Policy</i>	✓	✓	✓	✓	✓	✓
<i>Orchestrated Cluster Upgrade</i>	✓	✓	✓	✓	✓	✓
<i>Proactive Wellness</i>	✓	✓	✓	✓	✓	✓
<i>Ransomware Detection</i>	✓	✓	✓	✓	✓	✓
<i>Capacity Prediction</i>	✓	✓	✓	✓	✓	✓
<i>What-if Analysis</i>	✓	✓	✓	✓	✓	✓
<i>Performance Balancing Recommendations</i>	✓	✓	✓	✓	✓	✓
<b>Performance</b>						
<i>IO Boost</i>	✓	✓	✓	✓	✓	✓
<b>Supported Environments</b>						
<i>Physical (on certified appliances)</i>	✓	✓	✓	✓	✓	✓
<i>Public Cloud</i>	✓	✓	✓	✓	✓	✓
<i>Virtualized</i>	✓	✓	✓	✓	✓	✓
<i>Edge / ROBO</i>	✓	✓	✓	✓	✓	✓

**Important Notes:**

- Marketplace applications and other “Add-ons” (whether Cohesity or third party) require a separate Entitlement. Add-ons marked with an asterisk (\*) are currently included in the applicable Software Service, but may at some future point require a separate Entitlement.
- Cohesity will not remove material aspects of indicated functionality (including Add-ons) included in a Software Service hereunder without (a) communicating same at least twelve (12) months in advance or (b) providing a materially equivalent replacement.
- These terms apply to all Entitlements purchased while these Scope of License terms are in effect. New versions are posted periodically at [www.cohesity.com/agreements](http://www.cohesity.com/agreements).
- “NFS only” means that the only protocol supported for instant mass restore is the NFS protocol.
- “S3 only” means “views” can only be configured for S3 protocol.
- “BYOL” (“bring your own license”) means a license to this feature is not included and requires separate purchase from a third party.
- “For backup purposes only” means creation of “views” is restricted to only backup target and database dump types.

**Effective as of March 15, 2021**