

## COHESITY SCOPE OF SAAS OFFERINGS

These terms supplement the Cohesity SaaS Terms of Service (the “**Terms**”) or other applicable terms and apply to any Customer who purchases a SaaS Services Entitlement under an Order or other written agreement. Capitalized terms herein shall have their meaning given in the Terms.

Cohesity Entitlement (specified in SKU in Order)	Scope
Per User = subject to a maximum number of Users	A license or subscription may be limited to a certain number of Users specified in a SKU, Order, or other written agreement. In such a case, “ <b>Usage</b> ” shall be deemed to include the Customer’s highest number of Users concurrently consuming an Entitled Service during a specified period of measure (or if not so separately specified in an Entitlement, the Subscription Period).
Capacity-limited = subject to a maximum use or capacity	A subscription may be limited to a certain capacity specified in a SKU, Order, or other written agreement (such as an aggregate number of TBs).
Subscription = term-based	A software “subscription” is limited to the number of months/years to which Customer is Entitled (as specified in the Order).

### Additional Terms – Cohesity M365 Feature

The following additional terms apply to the Cohesity M365 DataProtect Delivered as a Service Feature in Cohesity SaaS (the “**Cohesity M365 Feature**”):

- “**User**” means a unique, actively-licensed Microsoft 365 individual user/subscriber for whom Microsoft 365 Application Data is backed up using the Cohesity M365 Feature during a given billing period. “**Microsoft 365 Application Data**” means data in an Exchange Online user mailbox, OneDrive for Business account, MS Groups, MS Teams, or SharePoint Online Site.
- “**Inactive User**” means a User in any prior billing period that is not a User in the then-current billing period. For example, a User in the first billing period who is not backed up using the Cohesity M365 Feature in the second billing period is an Inactive User in the second billing period.
- “**Unlimited Retention**” means the retention period Customer configures within the Cohesity M365 Feature, but in all cases only for so long as Customer retains un-lapsed, continuous subscriptions for the appropriate capacity to the Cohesity M365 Feature (plus any applicable contractual grace/retrieval period). Customer acknowledges that retrieval/restore of information/data in the Cohesity M365 Feature will not be available after such period.
- Backup of “groups”, “sites” and “teams” requires that all users with access thereto be User(s).
- Unpaid evaluations of the Cohesity M365 Feature are subject to a maximum 200 Users.

### Additional Terms – Consumption Pricing

The following additional terms apply to any subscription which is subject to “consumption pricing” or “consumption pricing with commit” as specified in a SKU, Order, or other written agreement:

- Customer agrees to pay in arrears following each applicable billing period during the Subscription Period the specified minimum commit plus any Overages. “**Overages**” means use of the applicable Service(s) above the capacity or other limitation to which the minimum commit Entitles Customer. Notwithstanding anything else, no grace period shall apply.

The above terms (i) supplement and prevail in the event of conflict with any other applicable agreement between Customer and Cohesity, and (ii) apply to Entitlements purchased while these Scope of SaaS Offerings terms are in effect (new versions are posted periodically at [www.cohesity.com/agreements](http://www.cohesity.com/agreements)).

**Effective May 8, 2023**