



## PRODUCT USE RIGHTS DOCUMENT FOR ACCESS APPLIANCE SOFTWARE

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For purposes of this Document, the Software is: Access Appliance Software.

### 1. ADDITIONAL DEFINITIONS.

**"Cold Disaster Recovery Equipment"** means a server and/or processor or device on which the Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

**"Core"** means a functional unit on a processor that reads, interprets, and executes computer instructions, including instructions from the Software. A multi-core processor is a single computing component with two or more independent Cores. The instructions are ordinary CPU instructions such as add, move data, and branch, but the multiple Cores can run multiple instructions at the same time.

**"Disaster"** means an unforeseen occurrence causing the operation of the applicable systems on which the Software is used for Production Use, or the Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

**"Failover Readiness Testing"** means testing of the procedures for transferring Your production operation from one server to another.

**"Gigabyte" or "GB"** is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Gigabyte is equal to  $10^9$  or 1,000,000,000 bytes of data.

**"Production Use"** means any functional operation of the Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

**"Server"** is defined as a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server's tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the server. A Server can run server software for other computers or devices.

**"Terabyte" or "TB"** is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to  $10^{12}$  bytes, or 1,000 Gigabytes or 0.90949470177293 Tebibytes of data.

**"Tebibyte" or "TiB"** is defined as the total aggregate amount of uncompressed data storage capacity that is managed by the software. One Tebibyte is equal to  $2^{40}$  or 1,099,511,627,776 bytes of data.

# COHESITY

Usable storage capacities (4TB Drives)	Usable storage capacities (10TB Drives)	Usable storage capacities (20TB Drives)
255TiB (280TB)	636TiB (700TB)	1272TiB (1400TB)
510TiB (560TB)	1272TiB (1400TB)	2545TiB (2800TB)
765TiB (840TB)	1909TiB (2100TB)	
1020TiB (1120TB)	2545TiB (2800TB)	

For purposes of defining usable storage capacity, which is calculated based on TiB, note the conversion table above. For example, a license entitlement of 255 equals to actual usable storage capacity of 280 TB.

The Software is licensed using integer values. The calculated number of bytes may yield a value that requires rounding to be performed in order to present an integer number. In such cases, Cohesity will round down to the nearest whole number. For example, when converting from 700TB, this equals to 636.64629TiB, and You are required to purchase 636 units of Software.

“**Testing Day**” means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

## 2. USE RIGHTS AND LIMITATIONS.

**2.1 General Rights.** For all Software, You may use the number of licensed Cores of the Software, the number of licensed Terabytes, and/or the number of licensed Terabytes (Tiered), and/or the number of Gigabytes of the Software per the terms contained in the License Agreement for the licenses which You have purchased in accordance with the terms of this Section. The Software governed by this Agreement is licensed as shown in the table below:

Product	Meter
Cohesity Access Appliance Software	Per Core
Cohesity Access Appliance Software	Per Terabyte (Flat)
Cohesity Access Appliance Software	Per Terabyte (Tiered)
Cohesity Data Deduplication Add-On	Per Terabyte (Flat)

**2.2 Per Core Licensing Details.** In the event the Software is licensed on a per Core basis, the following shall apply:

**2.2.1 Physical Server Licensing:** All Cores that are visible to Software included with the appliance require a license. Cores disabled at the kernel level do not require licenses.

**2.3 Per Terabyte (Flat) Licensing Details.** In the event the Software is licensed on a per Terabyte (flat) basis, the following shall apply:

**2.3.1** Usage shall be limited to the appliance on which the Cohesity Access 3350 Appliance software license is initially installed.

**2.4 Per Terabyte (Tiered) Licensing Details.** In the event the Software is licensed on a per Terabyte tiered basis, the following shall apply:

**2.4.1** Usage shall be limited to the storage capacity to Core ratio specified below for the applicable license tier for the Software..



**2.4.2** Software may be licensed in the following tiers:

**2.4.2.1 "Premium"** tier means a license to use the number of licensed Terabytes of the Software within the storage capacity to Core ratio equal to or less than 4TB per Core. The 4TB per Core limit includes TBs across all Access domains.

**2.4.2.2 "Standard"** tier means a license to use the number of licensed Terabytes of the Software within the storage capacity to Core ratio equal to or less than 25 TB per Core but greater than 4TB per Core. The 4TB to 25 TB per Core range includes TBs across all Access domains.

**2.4.2.3 "Basic"** tier means a license to use the number of licensed Terabytes of the Software within the storage capacity to Core ratio which is greater than 25 TB per Core. The 25 TB per Core minimum includes TBs across all Access domains.

Tier	Definitions
Premium	<=4TB/Core
Standard	>4TB/Core and <=25TB/Core
Basic	>25TB/Core

For illustrative purposes only, if the Software is deployed on a two (2) node cluster where each node contains sixteen (16) Cores that are visible to the Software and each node contains one hundred (100) TB of raw storage visible to the Software, the total number of Cores is thirty-two (32). The total amount of storage is two hundred (200) TB. The storage capacity to Core ration is 200 TB / 32 Cores, or 6.25. In this scenario, two hundred (200) TB of Software is licensed under the Standard tier.

**2.5 APPLIANCE WITH DEDUPE FOR NETBACKUP BYOS** means a license of the following Software components in the table set forth below for the number of Terabytes (Flat) for the license You have acquired from Cohesity.

Product
Cohesity Access Appliance Software
Cohesity Data Deduplication Add-On

**2.6 Cohesity Data Deduplication Add-On.** If the Software You have licensed includes Cohesity Data Deduplication Add-On, You may use Cohesity Data Deduplication Add-On for the applicable number of licensed Terabytes, solely in conjunction with Your use of the Software for which You have a license.

**2.7 Cold Disaster Recovery.** Provided that You have a currently effective maintenance/support contract for the Software, You may install the Software on Your Cold Disaster Recovery Equipment and (i) You may use such Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Software , and (ii) in the event of a Disaster, You may use such Software for Production Use at the Use Levels described in the License Agreement, including this Document, , for a period of up to ninety (90) consecutive calendar days, *provided however*, that such use may not be concurrent with Your regular Production Use of the Software and does not increase Your total number of licenses to the Software beyond those which You have purchased.. The Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid maintenance/support contract in effect for the Software.

## 3. SDK AND REST API

**3.1** If the Software You have licensed includes the Access SDK and Access REST API (collectively referred to as “SDK”), Cohesity grants to You a non-exclusive, non-transferable license to use a reasonable number of copies of the SDK and any software You produce with the SDK (“SDK Code”) solely in support of Your use of Software. This SDK License shall be in addition to any licenses for the Software acquired by You under this License Agreement.

**3.2 No Redistributable Code.** The SDK and the SDK Code shall only be used by You for Your internal use, except as expressly provided in this License Agreement, and may not be distributed, alone or as integrated with any other code or product, by You in any manner whatsoever to any third party.

**3.3 Development Disclaimer.** THE SDK ALLOWS YOU TO PREPARE SDK CODE WHICH OPERATES IN CONJUNCTION WITH SOFTWARE. COHESITY SHALL NOT BE RESPONSIBLE FOR YOUR APPLICATIONS OR ANY DEVELOPMENT AND PROGRAMMING ACTIVITIES UNDERTAKEN BY YOU. UNLESS YOU USE THE APPROPRIATE DEGREE OF SKILL AND CARE IN YOUR DEVELOPMENT AND PROGRAMMING ACTIVITIES, YOUR SDK CODE MAY CAUSE ERRORS OR PROBLEMS IN THE USE OR OPERATION OF SOFTWARE. YOU MAY USE THE SDK TO DEVELOP AND USE APPLICATIONS AT YOUR SOLE RISK AND COHESITY SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE SOFTWARE AND/OR OTHER COHESITY SOFTWARE BASED ON YOUR FAILURE TO PROPERLY DEVELOP, PROGRAM, INSTALL, CONFIGURE AND MONITOR YOUR SDK CODE SOLUTION.

## 4. WARRANTIES AND DISCLAIMERS.

**4.1 WARRANTY DISCLAIMER.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE SDK IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. THE SDK IS PROVIDED GRATUITOUSLY AND, ACCORDINGLY, COHESITY SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE SDK. COHESITY WILL NOT PROVIDE DEVELOPER, ENGINEERING OR ANY TECHNICAL SUPPORT FOR THE SDK AND WILL NOT ISSUE UPDATES, UPGRADES, OR ENHANCEMENTS TO THE SDK OR SDK CODE.

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