COHESITY

Product Specific Terms for: FortKnox for NetBackup

***Please note that over time, Cohesity will continue to evolve branding and replace Veritas logos and usage across all products, documents and legal terms. Any reference to Veritas in such materials, and all associated rights and obligations, shall be understood to mean Cohesity.**

Service Overview

FortKnox for NetBackup (fka Alta Recovery Vault) ("Service") provides a secured storage target for customers, and is a fully provisioned, hosted, and air gapped storage-as-a-service solution on the public cloud for the long-term retention of backup data.

This product-specific terms document ("Document"), with any attachments included by reference, is part of any agreement which incorporates this Document by reference, including but not limited to the Scope of SaaS (collectively, the "Agreement"), for those Services which are described in this Document and are provided by Cohesity.

Service Offerings

Main Service Offerings

Service	Meter	Description
FortKnox for NetBackup Warm tier	Per Back-End Terabyte (BETB) Per Month	FortKnox for NetBackup Warm Vault tier provides a secured storage target for data that is required for fast recovery access. Storage is provisioned by Cohesity and made available to Customers in accordance with the provisioning form submitted to Cohesity at the time of purchase. FortKnox for NetBackup can handle Customer Data sent from an on-premises data center or from a designated-cloud resident workload.
FortKnox for NetBackup Cold (Archive) tier	Per Back-End Terabyte (BETB) Per Month	FortKnox for NetBackup Cold (Archive) tier is intended for customers needing lower cost, extended long-term retention (twelve months or greater) with low restore and read requirements. Some features available at the Standard level will be reduced or not available in the Cold vault level. There will be a delay in accessing data stored on this tier that will vary by CSP and region.

Customer Responsibilities

Cohesity can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Cohesity's performance of the Service may be delayed, impaired, or prevented and/or eligibility for Service Level Agreement benefits may be voided, as noted below.

- Customer must have a separate license to a backup product that supports the use of FortKnox for NetBackup ("Backup Product"). Customer's use of such Backup Product is subject to the license agreement between the parties and is not altered by this Document. Customer will be responsible for operating and maintaining all aspects of the Backup Product that will be configured to use the Service. These responsibilities include deployment tasks such as installation, configuration, patching, and upgrading any applicable software. The customer responsibilities also extend to the Backup Product's management/operations tasks such as policy creation/execution, application recovery, data expiration and reporting. Supported Backup Products include NetBackup, as further described in the FortKnox for

NetBackup documentation. Some older versions of Backup Products may require the installation of patches to support FortKnox for NetBackup.

- Customer should have an active support subscription for the Backup Product. Technical support for the Service will be limited or unavailable if Customer does not have an active support subscription for the Backup Product.

Service-Specific Terms

Acceptable Use Policy

Cohesity must preserve the integrity of the Service and maintain its Service Uptime commitment for all its customers. Customer must always use the Service in a manner contemplated under this Document. Neither Customer, nor Customer's end users, shall use the Service to negatively impact the security, integrity, or functionality of the Service or other customers' ability to use the Service, including, without limitation the following:

- Transmission, distribution, retrieval or storage of any data or other material through or via the Service that infringes, misappropriates or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
- Attempting to gain unauthorized access to an account or computer resource not belonging to Customer and/or purposely altering or forging identities is prohibited.
- Impersonating someone else by altering a source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying identities in connection with any use of the Service is prohibited.
- Engaging in any activities that may interfere with the ability of others to access or use the Service or the Internet (e.g. denial of service attacks) is prohibited. Monitoring any data, information or communications on any network or system (including the Service) that is not owned by Customer or without authorization is prohibited.
- Using a third-party tool to perform or circumvent any of the functionality of the Service is prohibited. Cohesity reserves the right to restrict such tools from operating within its infrastructure.

Third-Party Policies

Customer will comply with applicable third-party hosting policies (e.g., AWS, Azure, or GCP policies) for acceptable use or similar terms for end users.

Notification of Violation

If Customer becomes aware of any violation of this AUP, Customer must notify Cohesity as soon as reasonably practicable.

In the event of an emergency, Cohesity may temporarily, and for a reasonable period only, suspend, block or restrict access to information and network resources when it is reasonably necessary to do so in order to protect the integrity and security of the Service, and shall provide Customer notice of such suspension as soon as reasonably possible.

Security Vulnerability or Incident Notification

If Customer becomes aware of any actual or potential security vulnerability or incident, Customer must immediately report it to Cohesity at https://www.cohesity.com/forms/contact/security.

Maintenance

Cohesity must perform maintenance on the Service Infrastructure in order to provide the Service in accordance with the Agreement. Typically, such maintenance does not disrupt the availability of the Service, but if non-availability is necessary, the following applies:

- *Planned Maintenance*. For Planned Maintenance, Cohesity will use commercially reasonable efforts to give Customer several days' notification, via email, or SMS or phone as requested. Cohesity will use commercially reasonable efforts to perform Planned Maintenance at times when collective customer activity is low, in the time zone in which the affected Infrastructure is located, and only on part, not all, of the network. If possible, Planned Maintenance will be carried out without affecting the Service. During Planned Maintenance, Service may be diverted to sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Service. "**Planned Maintenance**" means scheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.

- *Emergency Maintenance.* Where Emergency Maintenance is necessary and is likely to affect the Service, Cohesity will endeavor to inform the affected parties in advance via email, or SMS or by phone no less than one (1) hour prior to the start of the Emergency Maintenance. "**Emergency Maintenance**" means unscheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Cohesity could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.

Data Decommissioning

Customer Data will be decommissioned in the following events, or as otherwise set forth in this Document:

- Service cancellation (either by request of Customer or in the event of non-payment or noncompliance with Entitlements)
- Service termination or expiration

Customer loses all access to the Service and its Customer Data immediately following suspension, expiration, or termination of Services.

Unless otherwise prohibited by law or court order, Cohesity reserves the right to delete decommissioned Customer Data in accordance with our standard deletion practices after thirty (30) days of the Data Decommissioning event and is irretrievable thereafter.

Overages

Customer's total BETBs are measured as the highest amount of storage Customer consumed within the Service at any point during the month. Customer shall promptly remediate any non-compliance with usage or other terms, including if Customer's actual BETB usage exceeds its contracted quantity, including by, as applicable, paying for any applicable overages or similar fees and submitting an order as necessary to restore compliance.

Additional Service Requirements

- By default, Customer is provisioned with immutable storage. It is up to Customer's backup administrators for the Backup Product to set immutability parameters within that Backup Product to ensure that immutable storage is truly used.

- Customer cannot reduce the agreed upon quantity of BETB during any existing term but may only reduce that quantity at renewal time. Pricing may change, and prior discounting may not be available.
- Customer can add additional BETB during an existing term at any time. However, for any overage related to additional BETB or purchase of additional BETB for Services provided under promotional pricing, Cohesity reserves the right to apply then-current pricing, or as otherwise agreed between Customer and Cohesity.
- Cohesity may update the Service at any time in order to maintain the effectiveness of the Service.

Service Level Agreement ("SLA")

- Cohesity's Service Level Agreement shall provide 99.9% or higher Uptime for the Service.
- "Uptime" is defined as the time during which a Customer is able to Access the Service, as reported by the Cohesity incident management system. "Access" is defined as a Customer being able to successfully login and use the Service functionality, as outlined in this Document
- Uptime is measured every calendar month as a percentage value. The monthly Uptime percentage is the total number of minutes of Uptime achieved in a calendar month, divided by the total number of minutes in a calendar month.

Exclusions

- This SLA will not operate: (i) during periods of Planned Maintenance or Emergency Maintenance, periods of non-availability due to force majeure or acts or omissions of either Customer or a third party; (ii) due to overall internet congestion, slowdown or unavailability; (iii) bandwidth or other limitations caused by Customer internet service provider (ISP); (iv) unavailability of generic internet services (e.g. DNS servers); (v) a result of Customer equipment or third party computer hardware, software or network infrastructure not within the sole control of Cohesity; (vi) during any period of suspension of service by Cohesity in accordance with the terms of the Agreement; (vii) where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or (viii) Customer has not configured the Service in accordance with the Agreement.

Service Credits

- If the Service does not meet the stated SLA, Customer may submit a Service Credit Request for a Service Credit. Service Credits are calculated as follows:

Availability	Service Credit[1]
≥= 99.9%	0%
>=99.0% but <99.9%	10%
<99.0%	25%

[1] *Service Credits are calculated as a percentage of the monthly cost of the service when the outage occurred (regardless of licensing model). Service Credit percentages in the table above are an aggregate maximum for all SLA claims for a single Service in a given calendar month. Service Credits only apply if the Customer's account is current and not suspended for non-payment or other non-compliance with terms. Service Credits are provided to the party receiving the Cohesity invoice.*

- To successfully claim a Service Credit, Customer must submit a Service Credit Request within fifteen (15) business days of the end of the calendar month in which the suspected SLA non-compliance occurred. The request must specify which service was impacted, and the dates and times of service unavailability.
- Cohesity will validate the information provided by the Customer and if a Service Credit is due, it will be applied against the next Cohesity invoice for the Customer's Service. If a Service Credit is successfully claimed for more than one Cohesity Service, then the quantity will equal the number of credits applied and the total will be aggregated to reflect the total value of the Service Credits claimed in that measurement period.
- The remedies set out in this SLA shall be Customer's sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise, with respect to this SLA.

Data Privacy

Personal Data shall be handled in accordance with Cohesity's Data Processing Addendum at https://www.cohesity.com/agreements.

Definitions

Capitalized terms used in this Document, and not otherwise defined in the Agreement or this Document, have the meaning given below:

"**BETB**" or "**Back-End Terabyte**" means back-end terabyte and refers to the total aggregate amount of storage in terabytes. One terabyte equals 1,024 gigabytes of data.

"**Cloud Service Provider**" or "**CSP**" means the third-party cloud infrastructure where Customer Data will reside, such as Amazon Web Services ("AWS"), Microsoft Azure ("Azure"), or Google Cloud Platform ("GCP").

"**Customer Data**" means the data Customer stores or archives in the Service.

"**Infrastructure**" means any Cohesity or licensor technology and intellectual property used to provide the Service.

"**Service Component**" means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Cohesity as an incidental part of a Service. Any additional rights and obligations with respect to the use of Service Components shall be as set forth in this Document.

"Service Credit" means the amount of money that will be credited to Customer's next invoice after submission of a Service Credit Request and validation by Cohesity that a credit is due to Customer.

"Service Credit Request" means the SLA credit request a Customer submits to Cohesity by creating a technical support case. Information on how to create a technical support case may be found in a Cohesity-hosted support portal made available to Cohesity Support customers, or by emailing support@cohesity.com.

"**Software Component**" means a Service Component consisting of Cohesity software in object code format, as may be required by a Service, which must be installed by Customer, in order to receive the Service, or some portion thereof. Customer's right to use such Software Component begins when the Service is activated and ends when Customer's right to use the associated Service terminates or expires. Customer must uninstall a Software Component when Customer's right to use the associated Service terminates or expires. Cohesity may disable the Software Component at that time.