



Global Renewal Policy

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Purpose & Scope

Cohesity helps you protect and maximize your Cohesity software and hardware investments and is committed to your success with our products and support services. Support offerings vary but typically include access to telephone and web-based technical support, delivery of bug fixes and software updates, and error correction, as well as other benefits (collectively, “Support”).

This document outlines the processes and procedures for successfully renewing your Cohesity on-premises software licenses and hardware support in a timely manner. The scope of this policy also includes renewals of subscription or term-based SaaS services and software, which includes Support for the license term.

Cohesity may amend this document at any time and shall update it periodically to reflect changes in business practices and policies in support of continually improving our services.

Types of Licensing

Cohesity sells its software in a variety of licensing models. The most common are listed below.

Perpetual: Some Cohesity software products are licensed on a perpetual basis, in accordance with the license grant set forth in the corresponding license agreement. Corresponding Support for perpetual software is sold on a fixed term basis (e.g., term of twelve (12) month increments, renewable thereafter).

On-Premise or SaaS Subscription (Term-Based): Cohesity sells software and SaaS services bundled with Support on a subscription (fixed-term) basis. In this instance, a renewal of the subscription should be purchased prior to the end of the then-current subscription term to avoid interrupted access to both the software and Support.

Support Policies for Renewal

Partial License Coverage Is Not Allowed

To provide you with a rapid and effective support experience, we highly recommend Support for all licenses in your install base for all your Cohesity products. Within a Cohesity Software product family, every license in your install base must have full, up-to-date Support. No partial license coverage is allowed.

Reduction of License Use as Exception (“Shelving”)

Pricing for Support is based upon the applicable Support plan as well as the volume and type of licenses for which Support is contracted. In the event a customer wants to renew Support on only part of their install base for a perpetual licensed product because they are no longer using a portion of that install base, then Cohesity may make an exception to the full install base Support requirement described above. A request for an exception must be submitted via your renewal account manager, and usage reports, with utilities provided by Cohesity, will be required. Additionally, a reduction in the Support coverage based on the licenses count or capacity may result in an increase in Support price.

You will be required to sign a “Shelving Letter” as your agreement that you will shelve (i.e., no longer use) the listed licenses and therefore no longer need to have them included in your Support coverage — even if those licenses are perpetual. Once the Shelving Letter is received by the Cohesity Renewal Account Manager, and the exception is approved, then Support for the remaining licenses will be re-calculated based on Cohesity’s most current list price for applicable Support.

If you would like to use a portion or all of the shelved licenses in the future, you will be required to pay for the lapsed Support period, plus a reinstatement fee, and purchase Support for a year forward from the date of re-activation for those licenses. The start date will always be backdated to the end date of the prior Support period.

Renewal Fee Increases

Cohesity strives to keep its pricing competitive in the market and reviews pricing annually. As part of standard industry practice, we typically implement annual price increases. However, if you're able to provide a non-cancellable commitment for a two- or three-year term, a reduced rate of increase may be available for the duration of that commitment.

What Happens if I let Support or Subscription Software Lapse?

Cohesity will proactively reach out to the contact we have on record for your company before your Support or Subscription Software contract ends to work together to provide you with a satisfactory renewal experience. In the unlikely event that your Support or Subscription Software lapses for any period of time due to non-renewal or failure to pay fees when due, you will lose all entitlement to (i) Support until Support is reinstated or (ii) Subscription Software until your subscription is renewed. This means if Support lapses, your organization will lose access to bug fixes, patches, online and telephone support, and updates and upgrades to

software.

- If your Support for Hardware lapses, you will also lose access to any related onsite services, access to spare parts (outside of warranty), as well as access to firmware updates and upgrades.
- If your Subscription Software lapses, you will lose the right to use the software along with any related Support.

Cohesity may, in its discretion, permit reinstatement as to a particular license or Support entitlement, but only upon payment of applicable reinstatement fees and other requirements including those described below.

Reinstatement Requirements

Perpetual Licenses: To reinstate Support on a perpetual license, you will be required to pay for the lapsed period of Support, also referred to as ‘Back Maintenance’, plus a minimum of a new 12-month commitment, plus a reinstatement fee. The period of lapse begins from the expiration of the previous Support term to the effective date of reinstatement. The start date will always remain the same, which is the day following the expiration of the prior Support term. The reinstatement fee is equal to 25% of the lapsed period, starting with a minimum of thirty (30) calendar days and in increments of thirty (30) calendar days thereafter, and is calculated based on the end user price on the applicable price list.

Subscription Licenses: A subscription license grants you the right to use Cohesity software or SaaS and associated Support for the period of time for which the license is purchased (“term”). When the term of the subscription license expires, you may no longer use that software or SaaS and associated Support. To have the right to continue the use of the subscription license and Support, you must renew prior to the expiration of the subscription term. Cohesity may, in its sole discretion, permit you to reinstate the subscription, however you will be required to pay for the lapsed period and reinstatement may be subject to a penalty fee. The penalty fee is equal to 25% of the lapsed period and is calculated based on the end user price on the applicable price list.

Hardware: To reinstate your hardware Support, you will be required to pay for the lapsed period, also referred to as ‘Back Maintenance’, plus a minimum of 12 months, plus a reinstatement fee. The period of lapse begins from the expiration of the previous Appliance term to the effective date of reinstatement. The start date will always remain the same, which is the day following the expiration of the prior Appliance term. The reinstatement fee is equal to 25% of the lapsed period, starting with a minimum of thirty (30) calendar days and in increments of thirty (30) calendar days thereafter, and is calculated based on the end user price on the applicable price list.

In the event that hardware Support has lapsed for more than ninety (90) calendar days, or you did not originally purchase hardware Support and more than ninety (90) calendar days have passed following shipment of the hardware to your designated shipping location, then Cohesity will require your hardware to be qualified as service-ready before hardware Support can be reinstated or purchased, respectively. To qualify as service-ready, you must meet all applicable requirements set forth by the service team to confirm that your hardware is eligible for Cohesity hardware Support.

Co-Termination

If you have purchased a Cohesity subscription or Cohesity products with Support at different times, resulting in multiple Support agreements with different end dates, it may be possible to align the agreements to a single

renewal date for ease of future renewals. This process is referred to as “co-termination.” If you are interested in co-termining multiple renewals, please let your Cohesity Renewal Account Manager know.

Term Options

Support Term: Cohesity Support is sold as a minimum of a 12-month term; however, you may purchase a multi-year Support term for your Cohesity products. The duration of an available multi-year Support term will depend on the applicable product, with up to five (5) years of Support generally available for software and a total of five (5) years of Support generally available for Appliances from date of purchase. Actual availability of Support is subject to Cohesity’s End of Life Policy. The purchase of a multi-year Support term is not a guarantee of Support availability during the pre-purchased term.

Early Renewal: You may elect to complete the renewal activity and renewal payment of your Support or Subscription Software prior to the expiration of your existing term. The renewal term start date will remain unchanged regardless of the early renewal activity.

Renewal Process

We want you to have an uninterrupted experience with your Cohesity products, so you always have the benefits of an active subscription license and/or Cohesity Support. Your Cohesity Renewal Account Manager will work closely with you throughout the renewal activity, so the renewal is completed on time. Specific responsibilities are identified here for both you and your Cohesity Renewal Account Manager:

- 1) **Cohesity:** Will send reminder notifications via email prior to the expiration of your current contract. If you are not receiving them, please let us know and we will update our ‘Renewal Contact’ on record for your company.
- 2) **Customer:** When you get the first reminder, please let us know if anything has changed within your organization, such as your contact person who will work with us on the renewal activity and request a Purchase Order (PO) internally. Additionally, for our subscription customers, please be sure to provide your usage reports ninety (90) calendar days prior to expiration.
- 3) **Cohesity:** Prior to the expiration of your existing term, you will receive a Renewal Quote with pricing for Support or a subscription license for the new term.
- 4) **Customer:** The renewal quote provides pricing for a specified term period. If you would like multi-year pricing or wish to co-term other Cohesity products to one renewal date, please contact your Cohesity Renewal Account Manager.
- 5) **Customer:** Please let us know if the new quote meets your expectations. We greatly appreciate you working with the Cohesity Renewal Account Manager to finalize the renewal on or before your existing maintenance agreement expires.
- 6) **Customer:** Provide a PO (Purchase Order) on or before the expiration date and ensure timely payment.

How To Contact Us

If you have any questions or queries, please contact your Cohesity Renewal Account Manager or Cohesity Account Manager. If you do not have their specific email address, you can reach them through our Technical Support organization by using this email address: Support@Cohesity.com.