



## Product Specific Terms for: Cohesity IT Analytics as a Service

November 2025

*\*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

Cohesity IT Analytics as a Service ("Service") provides secured cloud-native software running in cloud datacenters as a Software-as-a-Service (SaaS) offering. The Service collects metadata from backup systems, storage and other infrastructure systems enabling reporting and analytics for enterprise data protection environments for greater visualization and enhanced control of enterprise backup and restore environments.

This product-specific terms document ("Document"), with any attachments included by reference, is part of any agreement that incorporates this Document by reference, including but not limited to the Scope of SaaS (collectively, the "Agreement").

### Service Offerings

#### Main Service Offerings

Service		Meter	Description
Cohesity Analytics	IT	Per Back-End Terabyte (BETB) Per Month	<p>The Service provides a secure reporting and analytics platform that delivers historical tracking and trending, real-time dashboards, future forecasting, and predictive analysis of enterprise data protection environments.</p> <p>The BETB Meter is based on the amount of backup BETB data that the Service is performing against.</p>

### Software Components

Some Services may require use of a Software Component. 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. Visit the Cohesity download center for the applicable Software Components.

### 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.

- Setup Enablement: Customer must provide information required for Cohesity to begin providing the Service.



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- Adequate Customer Personnel: Customer must provide adequate personnel to assist Cohesity in delivery of the Service, upon reasonable request by Cohesity.
- Customer Portal: Customer can access a web interface Service portal by using a secure password protected login. This Service portal provides the ability for Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service. Customer must configure the features of the Service through the web interface Service portal or default settings will apply. In some cases, default settings do not exist, and no Service will be provided until Customer chooses a setting. Configuration and use of the Service(s) are entirely in Customer's control.
- Compliance: Customer is responsible for all activities that occur in Customer accounts and for its users' compliance with the Agreement. If Customer becomes aware of a user's violation of the Agreement, Customer must notify Cohesity as soon as reasonably practicable.
- Security Vulnerability or Incident: 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> or successor address.

### Artificial Intelligence Assistance

- a. The Service may contain features and functionality that leverage the use of an artificial intelligence language model ("AI Assistance"), such as processing natural language queries in order to help provide support assistance or generate reports. In such instances, the Service will inform Customer that AI Assistance is being provided. Use of AI Assistance is entirely at Customer's discretion and is not mandatory for the use of the Service. Cohesity may use information submitted by Customer through the Service to improve Cohesity' products and services.
- b. Use of AI Assistance is subject to the following:
  - i. Customer warrants that it has all rights necessary to any information Customer inputs into the AI Assistance.
  - ii. Customer must use the AI Assistance for lawful, internal business purposes related strictly to the services provided to Customer under the Service.
  - iii. Customer is solely responsible for any reliance placed on AI Assistance or any output generated from it. AI Assistance may not function as intended and is not error free. Use of AI Assistance and any output generated from it is solely at Customer's own risk.
  - iv. Without limiting anything to the contrary in the Agreement, AI Assistance and any output generated from it are provided on an "as is" basis with no warranty of any kind, including without limitation any warranty around accuracy, completeness, or infringement of third-party rights. Cohesity disclaims any liability for damages or losses resulting from Customer's use of, or reliance on, AI Assistance or output generated from it.
  - v. Cohesity reserves the right to block, suspend, or terminate AI Assistance, in its entirety or any portion thereof, or



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any output that would be generated from it at any time in its sole discretion.

### Maintenance

The Service is monitored on a twenty-four (24) hours/day by seven (7) days/week basis for hardware availability, service capacity, and network resource utilization. The Service is also regularly monitored for service level compliance and adjustments are made as needed. Cohesity must perform maintenance on the Service Infrastructure in order to provide the Service in accordance with the Agreement. The following applies to such maintenance:

- *Planned Maintenance.* For Planned Maintenance, Cohesity will use commercially reasonable efforts to give Customer three (3) business days' notification via email. 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.

### Service-Specific Terms

#### Data Access

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

#### Data Decommissioning

Customer Data will be decommissioned in the following examples, 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

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



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### Overages

Customer's total usage is measured as the highest amount of usage Customer consumed within the Service at any point during the month. If Customer's actual usage exceeds its contracted quantity, then Cohesity will invoice for excess Service use and Customer will promptly pay for such excess use. In such an event, Cohesity will charge fees for the excess use at the same rates for the current Term monthly in arrears or in accordance with Cohesity's then-current processes.

### Service Conditions

- Cohesity may update the Service at any time in order to maintain the effectiveness of the Service.
- The Service (including any Software Components) may use open source and other third-party materials that are subject to a separate license.
- The Service may only retain up to a rolling 12-month period of reporting and metrics data.

### 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 Services Description, 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 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.

**"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 outside of the Tenant, in order to receive the Service, or some portion thereof.

**"Tenant"** means the isolated compute, storage, and networking resources and related configuration that is hosted by Cohesity in third-party Infrastructure, such as Microsoft Azure, and that is dedicated to Customer.