



## Veritas Alta™ Recovery Vault

June 2025 Service Description

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### Veritas Alta Recovery Vault Service Overview

The Veritas Alta Recovery Vault service ("Recovery Vault" or "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 Service Description document, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the "Agreement"), for those Services which are described in this Service Description and are provided by Veritas.

### Service Offerings

#### Main Service Offerings

Service	Meter	Description
Recovery Vault (Standard)	Per Back-End Terabyte (BETB) Per Month	Veritas Alta Recovery Vault (Standard) provides a secured storage target. Storage is provisioned by Veritas and made available to Customers in accordance with the provisioning form submitted to Veritas at the time of purchase. Recovery Vault can handle Customer Data sent from an on-premises data center or from cloud resident workloads.
Recovery Vault (Archive)	Per Back-End Terabyte (BETB) Per Month	Veritas Alta Recovery Vault (Archive) provides a secured storage target similar to the Standard offering but references "Archive" in the Services Instrument. It is intended for customers needing lower cost, extended long-term retention with low restore and read requirements. Some features available at the Standard level will be reduced or not available in the Archive level.

### Customer Responsibilities

Veritas can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Veritas'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.

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- Customer must have a separate license to a backup product that supports the use of Recovery Vault ("Backup Product"). Customer's use of such Backup Product is subject to the license agreement between the parties and is not altered by this Service Description. 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, Veritas Alta Data Protection, and Veritas Alta Backup as a Service, as further described in the Recover Vault documentation. Some older versions of Backup Products may require the installation of patches to support Recovery Vault.
- 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

Veritas 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 Service Description. 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. Veritas reserves the right to restrict such tools from operating within its infrastructure.

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## 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 Veritas as soon as reasonably practicable.

In the event of an emergency, Veritas 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 Veritas through the process set forth at <https://www.veritas.com/security>.

## Assistance and Technical Support

Customer Assistance. Veritas will provide the following assistance as part of the Service:

- Receive and process orders for implementation of the Service
- Receive and process requests for permitted modifications to Service features; and
- Respond to billing and invoicing questions

Technical Support. The following technical support ("Support") is included with the Service.

- Support available on a twenty-four (24) hours/day by seven (7) days/week basis to assist Customer with configuration of the Service features and to address issues and questions with the Service.
- Technical support for the Service will be limited or unavailable if Customer does not have an active support subscription for the Backup Product.

Maintenance. Veritas 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, Veritas will use commercially reasonable efforts to give Customer several days' notification, via email, or SMS or phone as requested. Veritas 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

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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, Veritas 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 Veritas could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.

### Automatic Renewal and Service Cancellation

Unless specified in the Agreement or Customer has otherwise opted out of auto-renewal at the time of initial purchase using Veritas' then-current opt-out processes, the Service renews automatically as set forth in the Agreement, unless Customer cancels as follows:

- Customer may opt out of automatic renewal, and therefore terminate, by providing Veritas notice of non-renewal or cancellation at least thirty (30) days prior to the end of Customer's Initial Period (sometimes called the Minimum Period) or a then-current Renewal Period (each, a "Term").
- Such notice of non-renewal or cancellation must be sent to the following address (or replacement address as published by Veritas): [returnsandcancellations@veritas.com](mailto:returnsandcancellations@veritas.com). For clarity, a notice of non-renewal or cancellation takes effect upon the expiration of the then-current Term and does not terminate the Service until the end of Customer's then-current term. Any notice given according to this procedure will be deemed to have been given when received.

Please note that if Customer has opted out of auto-renewal at the time of purchase ("DNR"), Customer will be responsible for submitting a timely renewal order. Any processing delays, late renewals, channel issues or other problems with the renewal order may cause the Service to expire and any Customer Data stored by the Service will be deleted in accordance with the Data Decommissioning section. Not submitting a timely renewal order is deemed the same as a cancellation notice, and Customer Data will be permanently deleted in accordance with the Data Decommissioning section.

Automatic renewals are subject to a renewal uplift, except that any renewal order of a DNR purchase or purchase provided under a promotional discount is subject to the then-current pricing.

### Data Decommissioning

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

- Service cancellation (either by request of Customer or in the event of non-payment)

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- 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, decommissioned Customer Data will be deleted in accordance with our standard deletion practices within 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. If Customer's actual BETB usage exceeds its contracted quantity, then Veritas will invoice for excess Service use and Customer will promptly pay for such excess use. In such an event, Veritas will charge fees for the excess use at the same rates for the current Term monthly in arrears, unless Customer's purchase of Service was part of a promotion in which case Veritas reserves the right to apply then-current rates for excess use, or as in accordance with Veritas' then-current processes.

### Fair Use Policy

In the event Customer's use of the Service exceeds the egress thresholds in the table below by any number of terabytes or portion of a terabyte thereof, Veritas reserves the right to invoice for such excess use or suspend the Service until Customer can conform its use of the Service.

Veritas Alta Recovery Vault Service Offering	Maximum terabytes of egress per year as a % of total BETB purchased
Archive	3%
Standard	20%

As an example, a customer that has purchased 100 terabytes of Veritas Alta Recovery Vault (Standard) can egress up to 20 terabytes during each 12-month subscription period without incurring additional fees: 100 terabytes \* 20% maximum egress for standard = 20 terabytes.

### Additional Service Requirements

- Customer shall comply with all applicable laws with respect to use of the Service(s). In certain countries it may be necessary to obtain the consent of individual personnel. Configuration and use of the Service(s) is entirely in Customer's control, therefore, Veritas is not liable for Customer's use of the Service(s), nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.

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- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Veritas's prior written consent.
- 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, Veritas reserves the right to apply then-current pricing, or as otherwise agreed between Customer and Veritas.
- Veritas may update the Service at any time in order to maintain the effectiveness of the Service.

## Service Level Agreement ("SLA")

- Veritas' 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 Veritas incident management system. "Access" is defined as a Customer being able to successfully login and use the Service functionality, as outlined in this Service Description.
- 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 Veritas; (vi) during any period of suspension of service by Veritas 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:

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Availability	Service Credit <sup>1</sup>
≥99.9%	0%
>99.0% but <99.9%	10%
<99.0%	25%

<sup>1</sup> 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 Veritas 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.
- Veritas will validate the information provided by the Customer and if a Service Credit is due, it will be applied against the next Veritas invoice for the Customer's Service. If a Service Credit is successfully claimed for more than one Veritas 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

**Data Collection; Data Protection Regulations.** In connection with Customer's use of the Service, Veritas and Veritas' licensors, subcontractors, or agents on Veritas' behalf may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personally identifiable information about Customer, Customer's devices or systems or Customer's software usage. Veritas uses such Collected Data to enable, optimize and provide the Service and/or maintenance/support to Customer (and may engage third parties to do so as well) and to improve Veritas' products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Service, Customer agrees to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas' product privacy notices at <https://www.veritas.com/company/privacy> in order to fully understand what information Veritas collects, retains, discloses, and uses from Customer or Customer's devices. Please note that the use of the Service may be subject to data protection laws or regulations in certain jurisdictions.

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Customer is responsible for ensuring that Customer's use of the Service is in accordance with such laws or regulations. Customer acknowledges that the Collected Data will be processed and accessible on a global basis by Veritas, its Affiliates agents and subcontractors for the purposes of providing the Service and/or maintenance/support, to generate statistical information about the Service, for internal research and development, and as otherwise described in the Agreement. Customer also consents for Customer and as agent for its contacts whose details have been collected as part of the Collected Data to the use by Veritas of that personal information for the purposes of informing Customer of Veritas products and services which may be of interest to Customer and account management. Where Customer's processing of the personal data provided to Veritas under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area, United Kingdom, or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at [www.veritas.com/privacy](http://www.veritas.com/privacy). Veritas may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

## Definitions

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

**"AWS"** means the Amazon™ cloud infrastructure and platform offering known as Amazon Web Services or "AWS".

**"Azure"** means the Microsoft™ cloud infrastructure and platform offering known as "Azure".

**"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 AWS, Azure, or GCP.

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

**"GCP"** means the Google™ cloud infrastructure and platform offering known as Google Cloud Platform or "GCP".

**"Infrastructure"** means any Veritas 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 Veritas 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 Service Description.

**"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 Veritas that a credit is due to Customer.

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**“Service Credit Request”** means the SLA credit request a Customer submits to Veritas by creating a technical support case. Information on how to create a technical support case may be found at [https://www.veritas.com/support/en\\_US.html](https://www.veritas.com/support/en_US.html).

**“Software Component”** means a Service Component consisting of Veritas 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. Veritas may disable the Software Component at that time.