COHESITY

COHESITY SCOPE OF LICENSE TERMS

These terms supplement the Cohesity Software Terms of Use ("**Software Terms**"), also sometimes referred to as "EULA" and apply to any Customer who purchases a Software Entitlement under an Order or other written agreement. Capitalized terms herein shall have their meaning given in the Software Terms.

Part A: Generally Applicable Terms – these terms apply to all Cohesity Software Offerings unless separate product-specific terms are listed at https://www.cohesity.com/agreements, in which case those product-specific terms govern for that applicable Software Offering***.

Part B: Software Services Terms – these terms apply only to Cohesity Customers using Software Services

Part A: Generally Applicable Terms

Cohesity Entitlement (specified in SKU in Order)	Scope
License = perpetual	A "license" is perpetual for the life of the Hardware on which it is originally installed and is not portable to new Hardware, except when permitted in writing by Cohesity. ***For the avoidance of doubt, this definition of License applies to all Cohesity Software Offerings.
Subscription = term-based	A software "subscription" is limited to the number of months/years to which Customer is Entitled (as specified in the Order). A subscription is freely portable to/from Hardware certified by Cohesity for use with the applicable Software. Subscription Entitlements include a license and Support.
Capacity-limited = subject to a maximum use or capacity	A license or subscription may be limited to a certain capacity specified in a SKU (such as an aggregate number of TBs). In such a case, the capacity may be used across any number of nodes contained in a single Cohesity cluster.

Important notes:

- For clarity, all Entitlements included in bundled offerings together with DataPlatform licenses are considered licenses and are not portable. The foregoing sentence does not apply to subscriptions.
- Certain Entitlements are subject to supplemental terms (subject to being agreed by Customer).
- This document does not modify Customer's rights related to any third party supplied software.

Restores after Subscription Expiration:

- Following expiration (and non-renewal) of a Customer's Software subscriptions ("Expiration"), Cohesity shall provide a software pathway (without cost) whereby Customer may restore/recover its data from snapshots stored on Cohesity during the applicable subscription period as follows:
  - for Software installed on a Cohesity Platform at Expiration: for the remaining life of that Cohesity Platform; and
  - for all other Software: for at least twelve (12) months from Expiration.
- For clarity, upon Expiration, Customers may recover old snapshots (within the given retention period), but may not write new data to, nor backup new data to, Cohesity.

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- **Notes:**
  - If Customer does not have Cohesity Platforms Support, ability to perform a restore shall be at the Customer's risk and Cohesity will not be required to provide Support to Customer.
  - Global search for data will not be accessible under expired subscriptions/support, as this is treated as a differentiated feature with Cohesity that is available for paying customers only (but Customer will have access for recovery at file, drive, or VM level.)
  - Cohesity may ask Customer to provide a list of Cohesity Platforms at any time.
  - These terms do not apply to or provide access to Cohesity SaaS Offerings.

Part B: Software Services Terms

The following table describes the Entitlements of Customers who purchase Cohesity customer-managed software services Entitlements (the "Software Services") in the applicable Software Service ("✓" means included; "X" means excluded):

Software Services Subscriptions				
	DataProtect	**Replica**	**SmartFiles**	**Archive**
Platform Scalability & NDO				
Unlimited Scalability (web-scale)	✓	✓	✓	✓
Multi-Tenancy (different orgs or storage domains)	✓	✓	✓	✓
Non-disruptive Software Upgrades	✓	✓	✓	✓
Non-disruptive Add/Remove Nodes/Blocks	✓	✓	✓	✓
Data Resiliency w/ Strict Consistency	✓	✓	✓	✓
Two Node and Two Disk Fault Tolerance Support	✓	✓	✓	✓
Higher Resiliency levels	✓	✓	✓	✓
Rack/Chassis Awareness	✓	✓	✓	✓
Data Access & Usage Control				
Create file & object Views (i.e. Shares)	*For backup purposes only*	X	✓	*Uniprotocol Views*
NFS, SMB, S3, Multi-protocol Support	✓	X	✓	*NFS, SMB, or S3*
Storage Domain Physical and Logical Quotas	✓	✓	✓	✓
SmartFiles Quotas (View, Directory, User)	X	X	✓	X
External NAS Tiering	X	X	✓	X
Data Security				
View DataLock	✓	✓	✓	✓
File DataLock	✓	✓	✓	✓
Encryption AES-256 (In-flight / at rest)	✓	✓	✓	✓
Data Protection				
Unlimited Clones (of non-NAS: e.g. VMs, DBs, etc.)	✓	✓	X	X
Unlimited Clones (of NAS shares backed up by DataProtect)	✓	✓	✓	✓

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	DataProtect	Replica	SmartFiles	Archive
Unlimited, Distributed Snapshots	✓	✓	✓	✓
Outgoing replication (Tx)	✓	✗	✓	✓
Instant Mass Restore	✓	✓	✗	✗
Disaster Recovery				
CDP	✓	✓ *(For Standalone DR Use Case)*	✗	✗
Application Awareness				
Oracle	✓	✗	✗	✗
SQL	✓	✗	✗	✗
NoSQL	✓	✗	✗	✗
VM (VMWare, Hyper-V, AHV, RHV)	✓	✗	✗	✗
SAP	✓	✗	✗	✗
Storage integration for VMW backup	✓	✗	✗	✗
SAN Transport for VMW backup	✓	✗	✗	✗
Kubernetes	✓	✗	✗	✗
NAS - generic	✓	✗	✗	✗
NAS - Isilon	✓	✗	✗	✗
NAS - NetApp	✓	✗	✗	✗
Physical Server	✓	✗	✗	✗
Remote Adapter	✓	✗	✓	✗
Universal Data Adapter	✓	✗	✗	✗
Exchange	✓	✗	✗	✗
M365	✓	✗	✗	✗
Capacity Optimization				
Storage Efficiency (EC, small file efficiency)	✓	✓	✓	✓
Global Variable-Length Dedupe	✓	✓	✓	✗
Compression	✓	✓	✓	✓
Automated Data/App Mobility				
CloudArchive	✓	✗	✓	✗
CloudArchive Direct	✓	✗	✗	✗
CloudRetrieve	✓	✗	✓	✗
CloudTier	*Add-on*	✗	*Add-on*	✗
CloudSpin	✓	✗	✗	✗
Cloud Snapshot Manager	✓	✗	✗	✗
Marketplace Apps				
Cohesity Antivirus with ClamAV	✗	✗	✓	✗
Tenable Cyberscan (vulnerability scanner)	*BYOL*	*BYOL*	*BYOL*	*BYOL*
Cohesity Connector for Varonis	✗	✗	✓	✗
Global Active Management				

Last Updated November 2025

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	DataProtect	Replica	SmartFiles	Archive
Multi-cluster Single Sign-on	✓	✓	✓	✓
Role-Based Access Control	✓	✓	✓	✓
Multi-factor Authentication	✓	✓	✓	✓
Multi-cluster Dashboard	✓	✓	✓	✓
Global Search	✓	✓	✓	✓
Support Automation	✓	✓	✓	✓
Global Pre-Built Reports	✓	✓	✓	✓
Global Customizable Reports	✓	✓	✓	✓
Global Policy	✓	✓	✓	✓
Orchestrated Cluster Upgrade	✓	✓	✓	✓
Proactive Wellness	✓	✓	✓	✓
Ransomware Detection	✓	✓	✓	✓
Capacity Prediction	✓	✓	✓	✓
What-if Analysis	✓	✓	✓	✓
Performance Balancing Recommendations	✓	✓	✓	✓
Performance				
IO Boost	✓	✓	✓	✓
User-defined autotiering within cluster (View Pinning)	✓	✓	✗	✗
Supported Environments				
Physical (on certified appliances)	✓	✓	✓	✓
Public Cloud	✓	✓	✓	✓
Virtualized	✓	✓	✓	✓
Edge / ROBO	✓	✓	✓	✓

Important Notes:

- Marketplace applications and other "Add-ons" (whether Cohesity or third party) require a separate Entitlement. Add-ons marked with an asterisk (*) are currently included in the applicable Software Service, but may at some future point require a separate Entitlement.
- These terms apply to all Entitlements purchased while these Scope of License terms are in effect. New versions are posted periodically at http://www.cohesity.com/agreements.
- "NFS only" means that the only protocol supported for instant mass restore is the NFS protocol.
- "BYOL" ("bring your own license") means a license to this feature is not included and requires separate purchase from a third party.
- "For backup purposes only" means creation of "views" is restricted to only backup target and database dump types.
- "Uniprotocol Views" means a given view can have only one of the protocols enabled (i.e. one of NFS, S3, or SMB).

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Gaia Self-Managed

The following additional terms apply to Cohesity Gaia Self-Managed or Gaia On-Prem ("**Gaia Self-Managed**"):

- Use of Gaia Self-Managed requires an active Entitlement to customer-managed DataProtect and Helios Self-Managed.
- Gaia Self-Managed may only be used with GPU Hardware. "**GPU Hardware**" means hardware containing Nvidia GPUs which have been certified by Cohesity for use with Gaia Self-Managed.
- Gaia Self-Managed operates with Nvidia NIM Large Language Models deployed on GPU Hardware. Customer will not run Gaia Self-Managed on GPU Hardware without an active Entitlement to the corresponding Cohesity Gaia GPU license (licensed on a per Nvidia GPU basis).
- Customer will report upon Cohesity's written request, no more than monthly, the usage, Nvidia GPU quantity, and any other reasonably requested information for Cohesity to determine the fees due and compliance with the Agreement.
- Customer may submit or make available Customer data (including in the form of prompts or queries) to be processed by Gaia Self-Managed ("**Inputs**") and receive outputs generated and returned to Customer from Gaia Self-Managed based on the Inputs ("**Outputs**"). Customer is solely responsible for responding to any third-party claims regarding its use of Gaia Self-Managed in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to Output during its use of Gaia Self-Managed).
- Outputs provided to Customer may be similar or identical to outputs provided to other users of Cohesity Gaia Self-Managed. Customer accepts and agrees that any use of Outputs is at Customer's sole risk, and Customer will not rely on output as a sole source of truth or factual information, or as a substitute for professional advice. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications.

Semperis

The following additional terms apply to Semperis offerings:

- Core Identities are full time employees or like full time employees that represent live users in an Active Directory.
- Non-Core Identities are users in an Active Directory that do not have full time status and/or have restricted access in a customer's environment. Examples of None-Core Identities can be students, retail workers, warehouse workers, part time contractors and/or interns.
- The quantity of Core, Non-Core and total Users must accurately represent Customer's environment.

Effective as of November 10, 2025