

PRODUCT SPECIFIC TERMS FOR NETBACKUP

This Product Specific Terms document (“Document”) contains additional terms and conditions for the Software licensed under the Cohesity Software Terms of Use or other similar agreement agreed to by Cohesity (“License Agreement”) between You as the individual, the company, or the legal entity that will be utilizing the Software (referenced below as “You” or “Your”) and Cohesity Inc. Capitalized terms used in this Document but not defined herein will have the meaning given in the License Agreement. To the extent there is a conflict between the terms and conditions of the License Agreement and this Document, the terms and conditions of this Document will take precedence. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU AGREE TO COMPLY WITH THE TERMS IN THIS DOCUMENT, IN ADDITION TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS APPLICABLE TO THE SOFTWARE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

For purposes of this Document, the Software is: NetBackup (all versions, as applicable).

Software may be licensed to You on a Capacity Edition basis (i.e., based on a Front End Terabytes or Front End Terabytes Plus basis, or CPU basis) or on a Traditional-license basis, in each case on a perpetual or subscription term-license basis.

- For details on your use of Software under a Capacity Edition license, refer to Sections 1 (“Capacity Edition”) and 3 (“General”).
- For details on your use of Software under a Traditional license, refer to Sections 2 (“Traditional License”) and 3 (“General”).

1. CAPACITY EDITION.

1.1. **“Capacity Edition”** Software may be licensed to You based on the number of Front End Terabytes or Front End Terabytes Plus for the license You have acquired from Cohesity under one of the following editions (“Capacity Edition”), under either a perpetual or subscription term-license, based on what You have licensed from Cohesity:

Capacity Edition
NetBackup Platform Base – Complete Edition
NetBackup Platform Base – Complete Edition with Flexible Licensing
NetBackup Platform Base – NDMP Edition
NetBackup Platform Base – Limited Edition
NetBackup Platform Base – Windows and Linux Edition
NetBackup Platform Base – Big Data Edition
NetBackup Enterprise Virtual Client
NetBackup Enterprise
NetBackup Data Mover

A Capacity Edition license cannot be combined with a Traditional license in the same NetBackup Domain. You can combine the following Capacity Edition licenses in the same NetBackup Domain:

- NetBackup Platform Base – Complete Edition
- NetBackup Platform Base – Complete Edition with Flexible Licensing
- NetBackup Platform Base – NDMP Edition
- NetBackup Platform Base – Big Data Edition
- NetBackup Enterprise
- NetBackup Data Mover

For clarity, You may not combine a NetBackup Enterprise Virtual Client license with Traditional license in the same NetBackup Domain.

1.2. **“NetBackup Enterprise Virtual Client” or “NEVC”** option means a license to use the Software listed in the table set forth below measured by the number of CPUs in the virtual environment to be protected, equal to the quantity of licenses purchased. You are only authorized to use NetBackup Enterprise Virtual Client to protect virtual environments. For clarity, if You use NetBackup Platform Base – Complete Edition with NetBackup Enterprise Virtual Client, You may use NetBackup Self Service only for the authorized maximum number of

COHESITY

Clients or Users for Your license of NetBackup Platform Base – Complete Edition. You are required to purchase a separate license of NetBackup Self Service in order to use such software with Your license of NetBackup Enterprise Virtual Client. NetBackup Enterprise Virtual Client is used to protect VMware vSphere, Microsoft Hyper-V, Acropolis Hypervisor, and AzureStack virtual environments only. Unix environments cannot be licensed with NEVC.

Product
NetBackup Enterprise Server
NetBackup Enterprise Client
NetBackup Data Protection Optimization Option
NetBackup Application and Database License Pack – agents identified at: https://www.cohesity.com/support/ with a License Entitlement of “NEVC”

- 1.3. “NetBackup Platform Base – Complete Edition” means a license of the following Software components applicable as indicated by the “✓” in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Complete Edition licensed on a perpetual or subscription basis for the license You have acquired from Cohesity. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition license shall be based on Front End Terabytes.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition” agents identified at: https://www.cohesity.com/support
NetBackup Library Based Tape Drive
NetBackup for NDMP Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup Self Service
Resiliency Platform Your use of Resiliency Platform is subject to this document, the License Agreement, and applicable product terms located at https://www.cohesity.com/agreements/product-specific-terms . Notwithstanding any other terms, You are authorized to use Resiliency Platform for the authorized maximum number of FETBs for Your license of NetBackup Platform Base – Complete Edition.

- 1.4 “NetBackup Platform Base – Complete Edition with Flexible Licensing” means a license of the following Software components in the table set forth below for the number of Front End Terabytes Plus of the NetBackup Platform Base – Complete Edition with Flexible Licensing licensed on a perpetual or subscription basis for the license You have acquired from Cohesity. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Complete Edition with Flexible Licensing license shall be based on Front End Terabytes Plus. **For purposes of clarity, the FETB Plus meter is available beginning with NetBackup version 8.1.2; the FETB Plus meter does not apply to earlier versions of NetBackup.**

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition with Flexible Licensing” agents identified at: https://www.cohesity.com/support
NetBackup Library Based Tape Drive
NetBackup for NDMP Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent

NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup Self Service
Resiliency Platform: Your use of Resiliency Platform is subject to this document, the License Agreement, and applicable product terms located at https://www.cohesity.com/agreements/product-specific-terms . Notwithstanding any other Resiliency Platform terms, You are authorized to use Resiliency Platform for the authorized maximum number of FETB Plus for Your license of NetBackup Platform Base – Complete Edition with Flexible Licensing.

“**NetBackup Enterprise**” means a license of the following Software components in the table set forth below for the number of Front End Terabytes or Front End Terabytes Plus the NetBackup Enterprise licensed on a subscription basis for the license You have acquired from Cohesity. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Enterprise license shall be based on Front End Terabytes or Front End Terabytes Plus. NetBackup Enterprise is not licensed on a perpetual basis.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database License Pack with a License Entitlement “NetBackup Platform Base – Complete Edition with Flexible Licensing” agents identified at: https://www.cohesity.com/support
NetBackup Library Based Tape Drive
NetBackup for NDMP Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup Self Service
Resiliency Platform: Your use of Resiliency Platform is subject to this document, the License Agreement, and applicable product terms located at https://www.cohesity.com/agreements/product-specific-terms . Notwithstanding any other Resiliency Platform terms, You are authorized to use Resiliency Platform for the authorized maximum number of FETB or FETB Plus for Your license of NetBackup Enterprise.

- 1.5 “**NetBackup Platform Base – NDMP Edition**” means a license of the following Software components in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – NDMP Edition for the license You have acquired from Cohesity. The NDMP Edition only supports NDMP policy-based protection of NAS devices as well as the use of the NDMP data mover in storage lifecycle policies. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – NDMP Edition license shall be based on Front End Terabytes. You may only use Software licensed under the NetBackup Platform Base – NDMP Edition in connection with data that is backed up using the NDMP Policy Type.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Library Based Tape Drive
NetBackup for NDMP Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup Replication Director

- 1.6 “**NetBackup Data Mover**” means a license of the following Software components in the table set forth below for the number of Front End Terabytes of the NetBackup Data Mover for the license You have acquired from Cohesity. NetBackup Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Data Mover license shall be based on Front End Terabytes. You may only use Software licensed under NetBackup Data Mover in connection with data that is backed up using NDMP, DNAS, or Universal Share policy types.

Product
All Products described in NDMP Edition

- 1.7 “**NetBackup Platform Base – Limited Edition**” means a license of the following Software components in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Limited Edition for the license You have acquired from Cohesity. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Limited Edition license shall be based on Front End Terabytes. You are only authorized to use Software in a NetBackup Platform Base – Limited Edition license in a NetBackup Domain if such NetBackup Domain only includes Software licensed for Front End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Limited Edition Application and Database Add-on license. In addition, You are only authorized to use the NetBackup Platform Base – Limited Edition in Windows, Linux, and Solaris x86 systems installed in the environment and to protect NetBackup environments no larger than 250 Front End Terabytes. The 250 Front End Terabyte maximum includes Front End Terabytes across all NetBackup domains.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Library Based Tape Drive
NetBackup for NDMP Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup Replication Director

- 1.8 “**NetBackup Platform Base – Limited Edition Application and Database Add-on**” means a license to use NetBackup database and application agent and plugin software released and currently available, and identified as requiring the License Entitlement of “Application and Database Pack License” at <https://www.cohesity.com/support> (collectively referred to in this section as “Software”). Cohesity shall have the right to update the website at any time. The license meter for the NetBackup Platform Base – Limited Edition Application and Database Add-on shall be based on an “Instance” of the installed Software, where such Instance is one installation of the applicable agent and plugin software for a specific platform. You shall be required to acquire the number of licenses per each installed “Instance” of the Software for the applicable Cluster, Server, or Client.

- 1.9 “**NetBackup Platform Base – Big Data Workload Edition**” means a license of the following Software components in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Big Data Workload Edition licensed on a perpetual basis for the license You have acquired from Cohesity. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Big Data Workload Edition license shall be based on Front End Terabytes.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Application and Database Pack – agents identified at: https://www.cohesity.com/support with the License Entitlement of “NetBackup Platform Base – Big Data Workload Edition”
NetBackup Library Based Tape Drive
NetBackup for NDMP
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup for SAP Agent
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup Self Service

- 1.12 “NetBackup Platform Base – Windows and Linux Edition” means a license of the following Software components in the table set forth below for the number of Front End Terabytes of the NetBackup Platform Base – Windows and Linux Edition licensed on a perpetual or subscription basis for the license You have acquired from Cohesity. Notwithstanding any other provision of this License Agreement, the license meter for any component in a NetBackup Platform Base – Windows and Linux Edition license shall be based on Front End Terabytes. You are only authorized to use Software in a NetBackup Platform Base – Windows and Linux Edition license in a NetBackup Domain if such NetBackup Domain only includes Software licensed for Front End Terabytes set for in the table below and in combination with the NetBackup Platform Base – Windows and Linux Edition Application. In addition, You are only authorized to use the NetBackup Platform Base – Windows and Linux Edition in Windows, Linux, and Solaris x86 systems installed in the environment and to protect NetBackup environments.

Product
NetBackup Server
NetBackup Enterprise Server
NetBackup Standard Client
NetBackup Enterprise Client
NetBackup Library Based Tape Drive
NetBackup for NDMP Option
NetBackup Shared Storage Option
NetBackup Vault Option
NetBackup Data Protection Optimization Option
NetBackup Replication Director
NetBackup Application and Database Pack – agents identified at: https://www.cohesity.com/support with the License Entitlement of "NetBackup Platform Base – Windows and Linux Edition"
NetBackup Self Service

2. TRADITIONAL LICENSE.

- 2.1 The Software may be licensed under a Traditional license on a perpetual or subscription basis, based on what You licensed from Cohesity, in accordance with the following meters (unless licensed under a Capacity Edition):

Product	Meter
NetBackup Server	Per Tiered Server
NetBackup Enterprise Server	Per Tiered Server
NetBackup Standard Client	Per Client
NetBackup Enterprise Client	Per Tiered Client
NetBackup Application and Database Pack	Per Tiered Client
NetBackup Library Based Tape Drive	Per Tape Drive
NetBackup for NDMP	Per Tiered NAS Device
NetBackup Shared Storage Option	Per Shared Drive
NetBackup Vault Option Base (includes four (4) NetBackup Vault Option physical tape drive licenses) Additional Drive Unlimited Drives (w/Base)	Per Master Server Per Tape Drive Per Master Server
NetBackup for SAP Agent	Per Tiered Client
NetBackup Data Protection Optimization Option	Per Front End Terabyte
NetBackup Replication Director	Per Front End Terabyte
NetBackup Enterprise Vault Agent	N/A
NetBackup Self-Service	Per Front End Terabyte

3 GENERAL.

- 3.1 **Subscription.** Notwithstanding the foregoing, if You are no longer licensed to use the Software under a current subscription or term-based license, then You may use the Software without a current license for three (3) months following expiration of the subscription, for the sole purpose of restoring data backed up by the Software prior to expiration of the subscription. Any such use shall be consistent with the terms of the License Agreement and this Document. No maintenance/support will be provided for the Software for such restoration use.

3.2 Cold Disaster Recovery. Provided that You have a currently effective maintenance/support contract for the Software, You may install the Software on Your Cold Disaster Recovery Equipment and (i) You may use such Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized production use of the Software, and (ii) in the event of a Disaster, You may use such Software for production use, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular production use of the Software and does not increase Your total number of licenses to the Software beyond those which You have purchased and which have been authorized by Cohesity. The Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Software You use for Your regular production use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid maintenance/support contract in effect for the Software.

3.3 Product Specific Details:

3.3.1 NetBackup Master Server and Media Server. If the Software You have licensed includes NetBackup software licensed on a per Master Server or per Media Server basis, such Master/Media Server license includes a per Client license for the applicable Server which may be used solely to provide backup support for NetBackup application files and Operating System files only. An additional Client license shall not be required to protect the local NetBackup application residing on the applicable Server. You may not use such included Client to provide backup support for any other application data or any content. In order to provide backup support for such other application data or content, You must obtain the applicable Client license for the applicable Server.

3.3.2 NetBackup Enterprise Client. If the Software You have licensed includes NetBackup Enterprise Client, it may be possible to run and operate more than one (1) single instance of such Software on the Server or Client on which the Software is installed and licensed. In such case, except as otherwise specified herein, only one license shall be required for the applicable Server or Client. A license of NetBackup Enterprise Client includes a license to run and operate a reasonable number of copies of NetBackup Snapshot Manager to the extent needed to protect the Server or Client on which the Software is installed. If NetBackup Enterprise Client is included in Software that is licensed on a Per Front End Terabyte, You can only use Your license of NetBackup Snapshot Manager to protect up to the number of Front End Terabyte which You have licensed. For clarity, You are required to purchase a separate license for NetBackup Platform Base – Complete Edition, or NetBackup Platform Base – Complete Edition with Flexible Licensing, NetBackup Enterprise, in order to use the NetBackup CloudPoint feature. A license of NetBackup Enterprise Client includes agents identified at <https://www.cohesity.com/support> with the License Entitlement of “Enterprise Client”.

3.3.3 NetBackup Application and Database Pack License – Per Tiered Client. The NetBackup Application and Database Pack License – Per Tiered Client includes the database and application agent software released and currently available, and identified as requiring the License Entitlement of “Application and Database Pack License” at <https://www.cohesity.com/support>. Cohesity shall have the right to update the website at any time. If the Software You have licensed includes NetBackup Application and Database Pack License, You may run and operate a reasonable number of copies of such Software on the Server or Client on which the Software is installed and licensed. In such case, except as otherwise specified herein, only a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis shall be required for the applicable Server or Client. With such a NetBackup Application and Database Pack License licensed on a Per Tiered Client basis, You shall not be required to acquire the number of licenses per each instance of the database/applications agent software running on the applicable Server or Client.

3.3.4 NetBackup Enterprise Client – SAN Media Server. If the Software You have licensed includes NetBackup Enterprise Client licensed for a Storage Area Network (“SAN”) Media Server, such Media Servers shall not be used by You to backup data from networked Clients. In order to backup data from

networked Clients and remote Clients to the SAN attached tape resources, You must acquire a full NetBackup Enterprise Server license.

- 3.3.5 NetBackup Library Based Tape Drive.** If the Software You have licensed includes NetBackup Library Based Tape Drive, You may use such Software only to protect and manage the number of robotic-controlled Tape Drives licensed for such Software. There is no charge for stand-alone, non-robotic tape drives directly attached to a NetBackup Master/Media Server or NetBackup Server. In addition, You may use NetBackup Library Based Tape Drive to support physical tape drives only. If You wish to acquire backup support for virtual tape drives or any device that simulates the behavior and functionality of a physical tape drive, You must obtain the appropriate number of NetBackup Data Protection Optimization Option licenses.
- 3.3.6 NetBackup Shared Storage Option.** If the Software You have licensed includes NetBackup Shared Storage Option, such Software may be used only to dynamically share the number of Tape Drives, standalone or robotically controlled, licensed for such Software among multiple NetBackup Enterprise Servers and NAS systems. In order to share Tape Drives, You must acquire a license for NetBackup Shared Storage Option, and such license shall be in addition to any required licenses for NetBackup Library Based Tape Drive.
- 3.3.7 NetBackup Data Protection Optimization Option.** To enable Deduplication support between a deduplication technology (for example, a hardware environment) and NetBackup, You must obtain a license for NetBackup Data Protection Optimization Option.
- 3.3.8 NetBackup Replication Director.** A license of NetBackup Replication Director includes the right to use NetBackup Snapshot Manager to manage array based snapshots.
- 3.3.9 NetBackup Starter Pack Restrictions.** If the Software You have licensed includes a Starter Pack, You may only install and use a single Starter pack on a single NetBackup Domain. You may not upgrade or cross grade a Starter Pack into another type of Starter Pack. If the Software You have licensed includes a “5 Client Pack” or “5 Client Starter Pack”, You may only install and use the applicable components of the Software on up to five (5) X Plat Standard Clients, one (1) X Plat Server and one (1) X Plat Tape Drive. If the Software You have licensed includes a “20 Client Pack” or “20 Client Starter Pack”, You may only install and use the applicable components of the Software on up to twenty (20) X Plat Standard Clients, one (1) X Plat Server (Tier 2), one (1) X Plat Tape Drive and two (2) X DB database agents (Tier 2) running on Windows. If the Software You have licensed includes a “40 Client Pack” or “40 Client Starter Pack”, You may only install and use the applicable components of the Software on up to forty (40) X Plat Standard Clients, one (1) X Plat Server (Tier 2), two (2) X Plat Tape Drives and three (3) X DB database agents (Tier 2) running on Windows.

3.4 Feature Specific Details:

- 3.4.1 NetBackup SaaS Protection Integration.** NetBackup SaaS Protection Integration is the ability to monitor or launch NetBackup SaaS Protection instances within a NetBackup Domain. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.
- 3.4.2 NetBackup Malware Scanner.** NetBackup Malware Scanner (“Malware Scanner”) scans data and detects malware within a NetBackup Domain. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain. The following uses and restrictions apply to the Malware Scanner:
- 3.4.2.1** Cohesity expressly disclaims that the Malware Scanner is fit for use in special-risk areas (including, without limitation, in applications involving nuclear power plants, military applications,

aircraft navigational and communications systems, or in medical or other applications essential to maintaining human lives), and You expressly acknowledge and agree that the Malware Scanner complies with the current industry standard of software technology and that it is impossible under any currently available technology for any application to identify and eliminate one hundred percent (100%) of all Malware.

- 3.4.3 Advanced Cloud DR/Cloud Resiliency.** Advanced Cloud DR is the ability in RecoveryAgent to recover a workload deployed in one Cloud Service Provider Environment to another Cloud Service Provider Environment (“Cloud Disaster Recovery Site”), with the exception of a workload residing in one Microsoft Azure environment to another Microsoft Azure environment. If the Capacity Edition you have licensed includes this feature, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus to be recovered in all Cloud Disaster Recovery Sites managed by the Advanced Cloud DR feature.
- 3.4.4 NetBackup Deduplication Direct for Oracle.** NetBackup Deduplication Direct for Oracle is the ability to send data directly from an Oracle database to a NetBackup MSDP Media Server. If the Capacity Edition you have licensed includes this feature, You must acquire 1 FETB or FETB Plus of the Capacity Edition license for each FETB or FETB Plus of data backed up using this feature.
- 3.4.5 Immutability for Microsoft Azure.** If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.
- 3.4.6 Isolated Recovery Environment for Bring Your Own Storage.** Isolated Recovery Environment (“IRE”) provides the ability to isolate data stored using the Cohesity Deduplication Engine on any compatible third party storage. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire 1 FETB or FETB Plus of the Capacity Edition license for each FETB or FETB Plus of data backed up using this feature.
- 3.4.7 Advanced DB-PaaS Support.** Advanced DB-PaaS Support is the expanded protection granted by checking the option for “Protection PaaS Assets only” in the “Create protection plan” wizard. If the Capacity Edition you have licensed includes this feature, for each NetBackup Domain in which this feature is used, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus that is managed within such NetBackup Domain.
- 3.4.8 NetBackup Cloud Scale Technology.** NetBackup Cloud Scale Technology is a containerized form factor of the Software (which may include non-containerized software components) deployed in Kubernetes environments to optimize backup and recovery. To utilize the Software in a Kubernetes service, You must acquire a quantity of the Capacity Edition license that equals the total FETB or FETB Plus to be backed up using this feature.
- 3.4.8.1 Container Orchestrator Environments.** If the Capacity Edition You have licensed includes NetBackup Cloud Scale Technology, You may use the Software in connection with one or more Container Orchestrator Environment(s), and You may obtain the Software, in whole or in part, for such use from a third party download site for the applicable Container Orchestrator Environment, as made available by Cohesity at its discretion. Your use of the Software downloaded from each such third party download site is subject to the License Agreement, this Document for the licenses which You have purchased. You may be required to accept additional terms of use for access to such third party download site(s). Your use of the Software in connection with one or more Container Orchestrator Environments, whether deployed on-premises or in a Cloud Service Provider Environment, accumulates with Your use of the Software outside of Container Orchestrator Environment(s) and such combined usage shall cumulatively be in compliance with the usage limitations for the licenses which You have purchased.

3.4.9 Usage In A Cloud Service Provider Environment. You may use the Software in the Cloud Service Provider Environment(s) for which Cohesity has pre-configured Software to run in. Your use of the Software in Cloud Service Provider Environment(s) accumulates with Your use of the Software outside of Cloud Service Provider Environment(s) and such combined usage shall cumulatively be in compliance with the usage limitations for the licenses which You have purchased. You will procure Cloud Service Provider's cooperation with Cohesity's exercise of its right to audit and verify Your compliance, but if You are unable to procure such cooperation then You will, upon Cohesity's written request, provide or require Cloud Service Provider to provide, copies of Cloud Service Provider's written usage reports relating to Your use of the Software in the Cloud Service Provider Environment. Subject to any requirements between the Cloud Service Provider and Cohesity, Cohesity will use such information for its internal business purposes.

3.4.9.1 Termination of Support In Cloud Service Provider Environment. If Cloud Service Provider or Cohesity terminates its support for the Software in the Cloud Service Provider Environment, including therefore Your access and use of the Software under such environment, such termination does not affect Your separate continuing license rights and obligations under the License Agreement.

3.4.9.2 USE OF SOFTWARE LICENSED BY MICROSOFT CORPORATION. If You are deploying Software in Microsoft Azure, the following may apply. The Software may include the following Microsoft software products: Windows Server®, SQL Server® or Microsoft Dynamics NAV® ("Microsoft Software Products"), which are provided and licensed by Microsoft Corporation, not Cohesity. Your use of the Microsoft Software Products, including updates thereto, shall be governed by Microsoft's license terms.

3.4.9.3 USE OF SOFTWARE LICENSED BY AMAZON WEB SERVICES, INC. If You are deploying Software in Amazon Web Services, the following may apply. The Software may include components of Amazon EC2 AMI Tools, which is provided and licensed by Amazon Web Services, Inc., not Cohesity. Your use of the Amazon EC2 AMI Tools component, including updates thereto, is subject to the terms of the Amazon Web Services, Inc. "Amazon Software License" at: <https://aws.amazon.com/asl/>.

3.4.10 Recovery Disk Component. If the Software You have licensed includes the Recovery Disk component (the "Component"), the following uses and restrictions apply to the Component:

3.4.10.1 The Component contains Windows® software licensed from Microsoft Corporation. Microsoft Corporation has no liability to You for the Component. Any support for the Component will be provided by Cohesity in accordance with Cohesity's then-current support guidelines.

3.4.10.2 THE COMPONENT CONTAINS A TIME-OUT FEATURE THAT WILL AUTOMATICALLY REBOOT THE COMPUTER AFTER TWENTY-FOUR HOURS OF CONTINUOUS USE. THIS TIME-OUT FEATURE WILL RESET EACH TIME THE COMPONENT IS RE-LAUNCHED.

3.4.10.3 The Component may be used as a boot, diagnostic, disaster recovery, setup, restoration, emergency service, installation, test, and configuration utility program. Use of the Component as a general purpose operating system or as a substitute for a fully functional version of any operating system product is strictly prohibited.

3.4.10.4 Notwithstanding any other term of this License Agreement, the Component is provided without warranty of any kind whatsoever and is licensed "As Is."

3.4.10.5 Windows® is a registered trademark of Microsoft Corporation.

3.4.11 vCenter Plug-In for NetBackup. If the Software You have licensed includes vCenter Plug-In for NetBackup, Cohesity grants to You a non-exclusive, non-transferable license to use a single copy of the vCenter Plug-In for NetBackup solely in support of Your use of the Software.

3.4.12 Oracle RAC. If the Software will be used to support an Oracle RAC environment, for each system leveraging the Oracle RAC software, You must acquire a Master/Media Server or Client and Oracle Database Agent license for the Software.

3.4.13 IBM zSeries. Notwithstanding any other provision of this License Agreement, if You have installed the Software on an IBM zSeries computer, You must license a NetBackup component for each IBM Logical Partition ("LPAR") on such computer. For the purposes of this License Agreement, a LPAR is considered the same as an actual machine in connection with such computer. For virtualized instances within a LPAR, no more than one license of each type is needed per LPAR.

4. DATA COLLECTION.

Personal Data shall be handled in accordance with the Data Processing Addendum at <https://www.cohesity.com/agreements> (as amended from time to time).

4.1 In connection with Your use of the Software, Cohesity may collect, retain, disclose, and use certain information ("Collected Data"), including, without limitation through the use of various mechanisms and tools, such as Cohesity NetInsights Console. For the purposes of this Section, Cohesity NetInsights Console is a tool that is designed to collect and present the information below. Cohesity NetInsights Console is designed to allow automatic data uploading to Cohesity. Your environment may be configured to not allow automatic data uploading. Cohesity NetInsights Console does not provide Cohesity any visibility to, Your data content including personally identifiable information.

a. Deployment information:

- Hardware and software configuration specifics of each server:
- IP address, IP type
- Fully qualified domain name (FQDN)
- Alias, host name, host ID, platform, and architecture
- CPU name, type, clock speed, etc.
- Time zone
- Environmental language
- Operating system version level
- Memory size
- Licensed NetBackup software version, features, and installed packages
- Additional Cohesity packages that are installed

b. Usage information:

- Front End Terabyte count
- NetBackup configuration settings
- Client counts by policy type and platform
- Storage unit configurations
- Media server counts by NetBackup version and platform
- Policy count by policy type
- Policy configurations
- Job records
- Media counts by media on hold and retention level
- Storage Lifecycle Policy (SLP) counts by operation type
- SLP configurations

5. USE OF JAVA SOFTWARE. The Software contains Java as licensed from Oracle Corporation. Your use of the Java portion of the Software ("Java Software") is subject to the following additional terms:

a. Java Technology Restrictions. You shall not create, modify, change the behavior of, or authorize licensees of Cohesity to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that Cohesity creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Cohesity must promptly publish broadly an accurate specification for such API for free use by all developers.

b. Trademarks and Logos. This License Agreement does not authorize You to use any Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree

to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Cohesity in any Java Mark.

- c. Source Code.** The Java Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this License Agreement. Source code may not be redistributed unless expressly provided for in the terms of the License Agreement.
 - d. Third Party Code.** Additional copyright notices and license terms applicable to portions of the Java Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
 - e. Commercial Features.** Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in the Java Software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>". Nothing in this License Agreement grants any rights to use the Commercial Features of the Java Software.
- 6. CLOUDCONNECTOR.** If the Software You have licensed includes a cloud connector (each being a "Cloud Connector") to enable storage of backups to non-Cohesity or Cloud Service Provider Environments or services, the following apply:
- a.** Your use of the Cloud Connector to store backups to non-Cohesity or Cloud Service Provider Environments or services is subject to changes by third parties providing such environments or services which are outside Cohesity's control. Cohesity shall not be responsible for any outages, data loss, bugs, technical problems, or other errors caused directly or indirectly through Your access to such non-Cohesity or Cloud Service Provider Environments or services and/or use of the Cloud Connector. You shall bear the sole risk of loss of or damage to any data through use of such non-Cohesity or Cloud Service Provider Environments or services.
 - b. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE AGREEMENT, THE CLOUD CONNECTOR IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER.**
- 7. USE OF ORACLE INSTANT CLIENT SOFTWARE.** The Software may contain Oracle software licensed from Oracle. Such Oracle software may only be used or accessed in conjunction with the Software. Your use of the Oracle software is subject to the terms of the appliance Oracle End User License Agreement terms.
- 8. USE OF RED HAT UNIVERSAL BASE IMAGE SOFTWARE.** The Software may contain Red Hat software licensed from Red Hat. Such Red Hat software may only be used or accessed in conjunction with the Software. Your use of the Red Hat software is subject to the appliance Red Hat End User License Agreement terms located at <https://www.redhat.com/en/about/agreements>
- 9. USE OF NETAPP SOFTWARE.** The Software may contain NetApp software as licensed from NetApp, Inc., for use by end users of NetApp storage systems or NetApp cloud services. By using the NetApp portion of the Software ("NetApp Software"), you acknowledge that you are an end user of NetApp storage systems or NetApp cloud services, and your use of NetApp Software is subject to the following additional terms. You shall not:
- a.** remove or conceal any product identification, copyright or other notices contained in or on the NetApp Software;
 - b.** disable, disrupt, circumvent, interfere with, or otherwise violate or impair the security of the NetApp Software;
 - c.** access any application, system, service, computer, data, account, or network without authorization using the NetApp Software;
 - d.** allow the NetApp Software to be visible, discoverable, usable, accessible, or otherwise expose, either directly or indirectly, by any third party other than Cohesity customers who are end users of NetApp storage systems or NetApp cloud services;

If you are not an end user of NetApp storage system or NetApp cloud services, do not use the NetApp Software.

10. DEFINITIONS.

- a. **“Central Processing Unit” or “CPU”**, also referred to as a processor or occupied CPU socket, is defined as the logic circuitry that responds to and processes the instructions that run a computer and/or that accesses or runs the software.
- b. **“Client” or “Device”** is defined as a physical, single computer, storage drive or other device (i) on which licensee can install and use the software, (ii) from which licensee accesses and uses the software installed on a network, or (iii) a physical connection point that links together two separate devices.
- c. **“Client Protected Server”** shall mean a single NetBackup Standard Client or NetBackup Enterprise Client that provides services to more than one user, is considered a group or company resource, and is controlled by a system administrator or IT organization. The client’s tier is determined by the total number of physical CPUs which are installed on the client.
- d. **“Cloud Service Provider”** means the third party entity that maintains a Cloud Service Provider Environment, for example but not limited to Amazon Web Services, Microsoft Azure, Google Cloud Platform, or 11:11 Systems.
- e. **“Cloud Service Provider Environment”** means a cloud computing-based infrastructure or platform service maintained by a Cloud Service Provider or its subcontractors.
- f. **“Cluster”** shall mean a group of servers and/or other computing resources that together act like a single system, enabling capabilities such as on-demand scalability, high availability, data redundancy, failover, load balancing, and in many cases parallel processing.
- g. **“Cold Disaster Recovery Equipment” or “Cold DR Equipment”** means a server, processor or device that has the Cold DR License installed and configured but is either turn-off or is idle. An idle or “passive” mode and configuration refers to the server in a high availability Cluster that has database and/or applications installed, but are not servicing user transactions or query workloads during periods of normal operation.
- h. **“Cold Disaster Recovery License” or “Cold DR License”** means a copy of the Software deployed on Cold DR Equipment granted by Cohesity for the sole purpose of use by a customer in accordance with the requirements described above in the event of a Disaster.
- i. **“Container Orchestrator Environment”** means third party software which automates configuration, management and coordination of computer systems and software developed and maintained by the Container Orchestrator Provider or its subcontractors, which may be installed on-premises or in one or more Cloud Service Provider.
- j. **“Container Orchestrator Provider”** means the third party entity into whose Container Orchestrator Environment you may be using the Software.
- k. **“Disaster Recovery Site” or “DR Site”** means the site or location where Cold DR Equipment is located.
- l. **“Deduplication”** is defined as the process of evaluating and detecting the occurrence of redundant data content in a new dataset or input/output (“I/O”) stream by comparing such dataset or I/O stream to an already existing dataset, and, upon discovery, treating such redundancies to reduce or prevent redundancies from consuming storage or bandwidth resources. However, data reduction technologies, such as compression, that only work within the boundaries of a single file shall not be considered deduplication.
- m. **“Desktop”** is defined as a single Device used in a stationary office environment used by an end user. “Laptop” is defined as a single mobile Device used by an end user.

- n. **“Disaster”** means an unforeseen occurrence causing the operation of the applicable production systems and the Software installed on such production systems, to be substantially impaired or prevented, which occurrence may include, without limitation, fires, earthquakes, floods and viruses.
- o. **“Failover Readiness Testing”** means the process of moving or testing procedures for moving production work from a production server to another server.
- p. **“Front End Terabyte”** or **“FETB”** shall mean the total aggregate amount of data from Clients or Devices for which the Software is used or is capable of being used to provide backup functionality (including, for clarity, storing and restoring), corresponding to the largest Restorable aggregate full (or synthetic full) backup of all such data assuming fully Restored. Any partial terabytes of data shall be rounded up to the next whole terabyte. One Terabyte is equal to one thousand twenty-four (1,024) gigabytes of data.
- q. **“Front End Terabyte Plus”** or **“FETB Plus”** is defined as the meter for flexible licensing available for specified editions, where one (1) FETB Plus unit of Software may be used to protect data from various Workloads on a multiplier of FETB in accordance with the ratio in the table below.

Workload*	Ratio
Physical	One (1) FETB Plus: One (1) FETB of data protected
Virtual	One (1) FETB Plus: One and a half (1.5) FETB of data protected
Third Party Cloud	One (1) FETB Plus: One and a half (1.5) FETB of data protected

*To identify Workloads, refer to the “Workloads Defined” table below.

The FETB Plus is contingent on monthly transmission of usage data by either 1) configuring Cohesity NetInsights Console to allow automatic data transmission or 2) submitting via alternative methods as approved by Cohesity. You must have upgraded within ninety (90) days from the date of initial purchase. Otherwise, one (1) FETB Plus unit of Software may be used to protect one (1) FETB of data, regardless of the workload.

Workloads Defined	
Virtual	Any workload that is deployed on a virtual machine in one of the following hypervisor platforms: VMWare, Hyper-V, Nutanix AHV, Red Hat Virtualization (RHV), Azure Stack, OpenStack, regardless of policy type applied to the protected workload and regardless of deployment domain (on-premise, IaaS); or Any workload that is deployed in an instance of a Docker or other OCI compliant container, regardless of container orchestration tool used to manage the container.
Physical	Any workload that is not deployed on a virtual machine in one of the hypervisor platforms listed under “Virtual Workloads” that is deployed on-premise.
Third Party Cloud**	Any workload that is deployed on a Cloud Service Provider Environment.

**X86-64 platforms only

For illustrative purposes only, a Customer licensed to use the Software for 100 FETB Plus may protect an aggregate amount of fifty (50) FETB of data on Physical Workload(s) and an aggregate amount of seventy-five (75) FETB of data on Virtual Workload(s).

- r. **“Instance”** shall mean a single installed instance of the Software, whether in a physical or virtual environment. By way of example only, if the Software is installed in 2 environments, 1 physical and 1 virtual environment, such installations shall be deemed to require licensing of the Software for 2 Instances.
- s. **“Malware”** is defined as computer viruses or other computer programs which perform undesirable or harmful functions on the users’ computers.
- t. **“NetBackup Domain”** is defined as a single backup Server or a single Cluster of backup Servers managed by a single backup Server which may protect multiple Clients and Network Attached Storage (NAS) systems.

- u. **“Primary Server”** is defined as a NetBackup Server configured as a primary server within a NetBackup Domain.
- v. **“Restorable”** means, at any given time, all data protected by Software that is capable of being restored (and “Restore” and “Restorability” shall be interpreted accordingly). For clarity, duplicate copies of backups or expired/deleted data no longer capable of being Restored are not considered Restorable.
- w. **“Server”** is defined as a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server’s tier is determined by the total number of physical CPUs which are installed on the server. A Server can run server software for other computers or devices.
- x. **“Starter Pack”** is defined as a Cohesity-defined bundle of Software products described by Cohesity as a Starter Pack which Cohesity may license to You at a single price.
- y. **“Tape Drive”** is defined as a single tape drive hardware Device. A Tape Drive that is shared by two or more servers is a shared drive (“Shared Drive”).
- z. **Terabyte** is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to 1,024 gigabytes of data.
- aa. **“Testing Day”** means that up to twelve (12) separate days, i.e., not two hundred eighty-eight (288) hours. For example, if the DR Site was tested for three (3) hours on Monday and two (2) hours on Friday, such usage would constitute use for two (2) days.
- bb. **“Tier”** is a Cohesity defined classification of a server, client, or NAS Device. The tier defines the type of hardware on which the software is licensed.
- cc. **“Traditional”** means a license of the Software that is licensed to You under the applicable use for the Software as set forth in Section 2.1. A Traditional license cannot be combined with a Capacity Edition license or NetBackup Enterprise Virtual Client license in the same NetBackup Domain.
- dd. **“User”** is defined as an individual person authorized by You to use and/or benefits from the use of the Software, and that is being or has been managed, monitored and/or protected by the Software within the last thirty (30) days.
- ee. **“WLS Platform”** or **“WLS”** means that You may use the applicable Software on any combination of machines running the Windows, Linux or Solaris (x64) operating systems for which You have received the media for the Software from Cohesity under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Cohesity.
- ff. **“Workload”** refers to the Policy Type as specified in the Software used to protect data located on Clients or Devices.
- gg. **“X Platform”** or **“X Plat”** or **“Cross Platform”** shall mean that You may use the applicable Software on any combination of operating systems for which You have received the media for the Software from Cohesity under this Agreement or under Support, subject to use in accordance with the applicable maximum number of Clients, Devices, Servers or other meter identified by Cohesity.