

COHESITY END-OF-SUBSCRIPTION TERMS AND CONDITIONS

These terms supplement Cohesity's End User License Agreement ("**EULA**") and apply to Customers using Cohesity Software. Capitalized terms used but not defined herein shall have their meaning as defined in the EULA.

1. 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.

Notes:

- If Customer does not have Hardware 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.

Effective January 9, 2023