

## Cohesity Support and Maintenance Terms and Conditions

These Cohesity Support and Maintenance Terms and Conditions (the “Support Terms”) apply to any Customer Entitled to receive Premium support and maintenance services from Cohesity for specific Cohesity Products pursuant to a written agreement or order between Customer and Cohesity (or its authorized reseller or distributor, as applicable) (an “Agreement”). Customer is entitled to receive only the support specified for the term that Customer has ordered and paid for pursuant to such Agreement. To the extent Cohesity has become obligated for Support (as defined below), the following will apply with respect to Products so long as they remain Cohesity’s standard terms for Support and the Customer complies with Cohesity’s end-user agreement (the “EULA”). Capitalized terms not defined herein shall have their meaning set forth in the EULA.

*IMPORTANT: The Software Products are ONLY supported on Cohesity-certified hardware, firmware and operating system configurations. Contact support for a current list of certified configurations.*

### Section 1: Software Support

**1.1. Scope of Support.** Support and maintenance services consist of providing during the “Support Hours” (24x7x365): (a) Error Correction and Telephone Support provided to a reasonable number of consistent named technical support contacts at Customer concerning installation and use of Cohesity Platforms (if Cohesity Platform Support included in Agreement) and Supported Releases of Cohesity Software, (b) Web Support, (c) Software updates that Cohesity in its discretion makes generally available to its equivalent support and maintenance customers without additional charge, and (e) support for Cohesity Platforms as set forth in Section 2 below (“Cohesity Platform Support” and, clauses (a)-(e) collectively, “Support”). Cohesity shall provide Support for Supported Releases of Software. Customer is solely responsible for installing a Supported Release if Customer wishes to continue to receive Support.

**1.2 Vulnerabilities.** Cohesity agrees to provide, maintain, and support its Software and subsequent updates, upgrades, Fixes and bug fixes in a manner designed to ensure that the Software is, and remains, secure from vulnerabilities as set forth in these Support Terms. The foregoing (a) excludes any responsibility for Customer’s own environment and (b) applies for so long as Customer has a valid Cohesity Support contract in place.

**1.3. Priority Levels.** Cohesity shall correct any Error reported by Customer in the current unmodified release of a Product in accordance with the priority level assigned such Error by Cohesity (in Cohesity’s sole discretion):

Error Priority Level	Cohesity Response Obligation	Initial Response Time
Priority 1	Respond within the Initial Response Time and promptly commence the following procedures: (i) assign Cohesity engineers to correct the Error; (ii) notify Cohesity management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Customer with periodic reports on the status of the corrections; and (iv) in the case of Software Products, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support pursuant to Section 2 below.	1 Hour
Priority 2	Respond within the relevant Initial Response Time and promptly commence the following procedures: (i) assign Cohesity engineers to correct the Error; (ii) provide Customer with periodic reports on the status of the corrections; and	2 Hours
Priority 3	(iii) in the case of Software Products, initiate work to provide Customer with a Workaround or Fix or, in the case of Cohesity Platforms, initiate Cohesity Platform Support pursuant to Section 2 below.	4 Hours
Priority 4	Acknowledge Customer’s problem report and commence efforts to supply a Fix for the Error within a reasonable timeframe.	Reasonable timeframe

**1.4. Problems not caused by Errors.**

- If Cohesity believes in good faith following reasonable investigation that a problem reported by Customer may not be due to an Error, Cohesity will so inform Customer.
- Customer in its absolute discretion may then choose to (a) instruct Cohesity to proceed with problem determination at its possible expense as set forth below, or (b) instruct Cohesity that Customer does not wish the problem pursued by Cohesity.
- If (a) Customer requests that Cohesity proceed with problem determination at its possible expense; (b) the parties’ pre-agree consulting rates, and (c) Cohesity determines that the problem was not due to an Error, then Customer shall pay Cohesity, at the pre-agreed consulting rates for all work performed in connection with such determination, plus reasonable related expenses which Cohesity can reasonably show were incurred therewith. Cohesity shall provide its then-current and standard consulting rates upon request.
- Notwithstanding the foregoing, Customer shall not be liable for (i) problem determination or repair to the extent problems are due to Errors; (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Cohesity that it no longer wishes work on the problem determination to be continued at its possible expense (such notice deemed given when actually received by Cohesity). If Customer instructs Cohesity that it does not wish the problem pursued at its possible expense, or if such determination requires effort in excess of Customer’s instructions, Cohesity may, at its sole discretion, elect not to investigate the error with no liability therefor.

**Section 2: Hardware Support**

**2.1. Parts Delivery Times.** If Customer is using Cohesity Platforms and has purchased Cohesity Platform Support in the Agreement, then Cohesity will deliver to Customer, at no charge, replacement parts that Cohesity determines are required within the Part Delivery Time:

Location	Parts Delivery Time
USA (incl. Hawaii, Alaska, Puerto Rico)	Next business day
EU Countries	Next business day
UK, Dubai, Iceland, Norway, Saudi Arabia, Turkey, Switzerland	Next business day
India, China, Hong Kong, S Korea, Japan, Malaysia, Singapore, Australia, Taiwan, Thailand	Next business day
Rest of World	Reasonable efforts
<b>“Add-On” Services</b> (may be added for an additional fee): <ul style="list-style-type: none"> <li>• Hardware Non-Return Option</li> <li>• Four-Hour Hardware Services (designated locations only – see S.2.4 below)</li> </ul>	

Actual delivery times may vary if Customer’s location is geographically remote; if common carriers encounter delays or require special transportation arrangements for reaching Customer’s site, or if customs clearances impose delays. Replacement parts may be new or refurbished at Cohesity’s option (warranties and other Customer rights will apply in respect of refurbished replacement parts as though new).

**2.2. RMA Process**

**2.2.1** A case is required for Cohesity Platform troubleshooting and product (or part) replacement. All returns must be authorized and assigned a Return Materials Authorization (“RMA”) number in advance by Cohesity support personnel. Replacement products and components are shipped based on instructions generated by Cohesity support personnel.

**2.2.2** Cohesity products and components that are (a) covered under the terms and conditions of the hardware warranties in the EULA; or (b) covered under purchased Cohesity Platform Support under the Agreement (collectively “**Covered Products**”) must be pre-authorized for return by Cohesity with an RMA number marked on the outside of the package and packaged appropriately for safe shipment. Only packages with RMA numbers written on the outside of the shipping

carton and/or the packing slips and shipping paperwork will be accepted by Cohesity's receiving department, or its designated repair partner. All other packages will be rejected. If Customer does not follow Cohesity's RMA process, Cohesity may invoice Customer the full cost of the replacement part.

**2.2.3** Once Cohesity support personnel have determined a replacement part (or product) is needed, a replacement will be shipped. The Customer (or its designee) will receive a dispatch number which also acts as the RMA number. Cohesity will be responsible for all freight charges for returned Covered Products or components via a Cohesity designated carrier.

**2.3 Hardware Non-Return Option.** Defective parts must be returned following Cohesity's standard RMA process set forth in Section 2.2 of these Support Terms, unless Customer has purchased the Hardware Non-Return Option as an Add-On to its Agreement. If Customer has purchased this Add-On, Customer will not be required to return Non-Return Parts per Cohesity's RMA policy.

**2.4. Four-Hour Hardware Services.** For more information and applicable terms & conditions, please refer to the Enhanced Support Services Terms and Conditions available at [www.cohesity.com/agreements](http://www.cohesity.com/agreements).

**2.5. Third Party Hardware.** Cohesity does NOT support hardware other than Cohesity's own Cohesity Platforms. Customers using Cohesity-certified third-party hardware must obtain any required support for that hardware independently. However, Cohesity shall provide reasonable assistance to Customer to help determine if a hardware support issue exists requiring support/maintenance from the third-party (and if so, attending calls on the issue between the Customer and the third party if Customer so requests).

### Section 3: Exclusions from Support

Cohesity shall have no obligation to support: (i) Products altered or damaged other than by Cohesity; (ii) any portion of a Product incorporated with or into other software and/or hardware, as applicable, by a party other than Cohesity; (iii) any Software Product that is not a Supported Release; (iv) Product problems to the extent caused by Customer's negligence, abuse, misapplication, use of Products other than as specified in Cohesity's user documentation, or other causes beyond the control of Cohesity; (v) Software Products installed on any hardware, Virtual/Cloud Environment, or other configuration not certified by Cohesity, or (vi) third party products sold separately (which may be subject to separate support paths). Cohesity shall have no liability for any changes in Customer's hardware which may be necessary to use Software Products due to a Workaround or maintenance release. Any enhanced support services (e.g installation, TAM) are subject to our Enhanced Support Services Terms and Conditions available at [www.cohesity.com/agreements](http://www.cohesity.com/agreements), which are incorporated by reference herein. Certain Enhanced Support Services are available only in specific Cohesity-approved locations. Support is available in the English language only. All Support is provided using Industry Measures.

### Section 4: Definitions

- a. **"Error"** means an error in a Cohesity Product which significantly degrades such Product as compared to Cohesity's published performance specifications;
- b. **"Error Correction"** means correcting Errors in accordance with these Support Terms;
- c. **"Fix"** means repair or replacement of object or executable code versions of a Software Product or documentation to correct Errors;
- d. **"Hardware Non-Return Option"** means an optional Add-On Service that, if purchased, entitles Customer to retain defective persistent data storage hardware parts that could retain sensitive data, such as flash memory, solid state disks and hard disk drives, that have been replaced by Cohesity ("Non-Return Parts") pursuant to Cohesity Platform Support;

- e. **“Industry Measures”** means reasonable efforts using measures and practices generally accepted in the industry and designed to provide effective Support; Cohesity – Confidential & Proprietary Page 4 of 5 Last Updated April 2021
- f. **“Initial Response Time”** means the amount of time between Cohesity receiving a support request from Customer and responding to such request;
- g. **“Part Delivery Time”** means the number of days after Cohesity has diagnosed a problem and determined that hardware replacement parts are required for such problem;
- h. **“Previous Sequential Release”** means the immediately previous release of a Software Product which has been replaced by a subsequent release of the same or upgraded Software Product;
- i. **“Priority 1 Error”** means an Error which causes Customer’s production use of a Product to be stopped, or so severely impacted that Customer cannot reasonably continue use of the Product;
- j. **“Priority 2 Error”** means an Error which causes important Product features to be unavailable (and, in the case of Software Products, with no acceptable Workaround), but Customer’s production use is capable of continuing;
- k. **“Priority 3 Error”** means an Error which causes important Product features to be unavailable (but, in the case of Software Products, a Workaround is available), or less significant Software Product features to be unavailable, but Customer’s production use is capable of continuing;
- l. **“Priority 4 Error”** means any Error which is not a Priority 1 Error, Priority 2 Error, or Priority 3 Error;
- m. **“Supported Release”** means the current release of a Software Product and the two (2) prior Previous Sequential Releases;
- n. **“Telephone Support”** means technical support telephone assistance concerning the installation and use of Products;
- o. **“Web Support”** means information available on the World Wide Web, including access to product and support forums, frequently asked questions, and product documentation, and
- p. **“Workaround”** means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing intended use of a Software Product.

THESE SUPPORT TERMS (A) CONSTITUTE A SERVICE CONTRACT, NOT A PRODUCT WARRANTY, AND (B) ARE AN ADDITIONAL PART OF THE EULA AND DO NOT CHANGE OR SUPERSEDE ANY TERM OF THE EULA EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SEPARATELY SUPPLIED.

## Cohesity Support Addendum for U.S. Government Customers

The terms of this Cohesity Support Addendum for U.S. Government Customers (this “Addendum”) apply exclusively to Support made available to a customer that is part of the United States Government (“U.S. Government Customer”). Support made available to U.S. Government Customers may include additional enhancements, in Cohesity’s discretion.

Cohesity’s ability to provide Support to a U.S. Government Customer is sometimes dependent on the U.S. Government Customer providing Cohesity with relevant information or access to the Products at the U.S. Government Customer’s site and/or on the U.S. Government Customer’s network. If a U.S. Government Customer purchases Support for Products that are or will be deployed in a classified environment, such U.S. Government Customer shall (i) issue a classified contract, via a Cohesity-authorized reseller or distributor if applicable, which includes applicable security requirements and classification guidance associated therewith (DD254), and (ii) provide the necessary means for Cohesity support personnel to secure any required clearances. Cohesity is not responsible for any failure or delay to deliver Support, to the extent caused by a U.S. Government Customer’s failure to issue a classified contract for Support or failure to provide the means for Cohesity personnel to secure any such required clearances.