COHESITY, INC.
SAAS SERVICE LEVEL AGREEMENT

This Cohesity, Inc. ("**Cohesity**") SaaS Service Level Agreement ("**SLA**") applies to each end customer entitled to use paid Cohesity SaaS (each a "**Customer**"). In the event of a conflict between this SLA and the SaaS Terms of Service (the "**Terms**"), the terms and conditions of this SLA apply, but only to the extent of such conflict. Capitalized terms used but not defined herein shall have their meaning set forth in the Terms.

1. SERVICE COMMITMENT

Cohesity has designed its SaaS Services with a goal of providing access 100% of the time. As with any SaaS service, very rare and occasional circumstances may result in temporary loss of use. Cohesity will make every effort to avoid such occurrence and to minimize their impact when they do occur. As further assurance, Cohesity makes the following commitment:

During Customer's applicable SaaS subscription, Cohesity will make the relevant SaaS Service "Available" during each calendar month as described below (the "**Service Commitment**"). In the event the subscribed SaaS Service does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described herein.

2. SERVICE CREDITS

Service Credits arise in any calendar month in which the Monthly Uptime Percentage falls within the ranges set forth in the table below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

Service Credits are calculated as a specified percentage of an additional equivalent capacity month for the applicable SaaS Service(s) affected (rounded to the nearest number of whole calendar months) (any such month, an "**Extension Month**").

For example, if the Monthly Uptime Percentage fell to 98.9% in any two (2) particular calendar months during a one (1) year subscription, then the aggregate Service Credit would be calculated as 50% which would be rounded up to one (1) Extension Month of equivalent service and capacity added to the end of the subscription period without cost to the Customer.

3. CREDIT REQUEST AND PAYMENT PROCEDURES

In order to receive a Service Credit, Customer must submit a claim by opening a case with Cohesity technical support within thirty (30) days after the end of the calendar month during which the Service Commitment was not met, and must include: (i) the words "SLA Credit Request" in the subject line; (ii) the calendar month for which Customer is claiming Service Credits together with the dates and times of each incident of claimed non-Availability; and (iii) logs or other information evidencing the failure to meet the Service Commitment (any confidential or sensitive information should be removed or redacted). Customer's failure to provide the request and information required above will disqualify Customer from receiving a Service Credit.

If Cohesity confirms the Service Commitment was not met, then Cohesity will issue Customer a note confirming that we will apply the applicable Service Credit towards an Extension Month.

4. MAXIMUM CREDITS; DISPUTE RESOLUTION

Service Credits will not entitle Customer to any refund or other payment from Cohesity. Service Credits may not be transferred or applied to any other account.

The aggregate maximum number of Service Credits to be issued to Customer in a single annual subscription period will not exceed three (3) Extension Months. This SLA states Customer's sole and exclusive remedy for any failure by Cohesity to meet the Service Commitment.

If a dispute arises with respect to this SLA, Cohesity will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, relevant portions of which Cohesity will make available for review by Customer at Customer's reasonable written request on a case-by-case basis from time to time, subject to appropriate privacy and security protections.

5. SLA EXCLUSIONS

The Service Commitment does not apply to:
   a) Beta products or other features expressly excluded from the SLA (in associated Documentation);
   b) Maintenance Downtime; or
   c) unavailability of, or other issues with, the SaaS Services caused by or resulting from:
      i. factors outside Cohesity's reasonable control;
      ii. actions or inactions of Customer or any third party acting on Customer's behalf;
      iii. Customer's (or third-party supplied) equipment, connectivity, software or hardware; or
      iv. abuses or other behaviors that violate this SLA or the Terms (collectively, the "**SLA Exclusions**").

If Availability is impacted by other factors, we may issue a Service Credit at our discretion.

6. DEFINITIONS

   a) "**Available**" and "**Availability**" means that Customer can log in to the SaaS Services through https://helios.cohesity.com, as measured by Cohesity via testing agents that report the current state and availability of the SaaS Services every sixty (60) seconds. When there is a known Availability issue, Customer can view status at https://status.cohesity.com.
   b) "**Maintenance Downtime**" means Scheduled Downtime and Emergency Downtime.
   c) "**Monthly Uptime Percentage**" means the total number of minutes of Availability in a month divided by the total number of minutes in a month, in both cases excluding Maintenance Downtime.
   d) "**Scheduled Downtime**" means a scheduled period of time for maintenance and upgrade activity during which the SaaS Service is not Available and which is preceded by not less than twelve (12) to twenty-four (24) hours written warning from Cohesity (via Cohesity's normal SaaS communication channels).
   e) A "**Service Credit**" is an entitlement to a percentage of an Extension Month as described in Section 2.
   f) "**Emergency Downtime**" means unannounced periods of time for emergency maintenance and upgrade activity during which the SaaS Service is not Available, not exceeding one (1) hour per calendar month in total.