COHESITY SCOPE OF SAAS OFFERINGS

These terms supplement the Cohesity SaaS Terms of Service (the "**SaaS Terms**") or other applicable terms and apply to any Customer who purchases a SaaS Services Entitlement under an Order or other written agreement. Capitalized terms herein shall have their meaning given in the SaaS Terms.

Cohesity Entitlement (specified in SKU in Order)	Scope
Per User = subject to a maximum number of Users	A license or subscription may be limited to a certain number of Users specified in a SKU, Order, or other written agreement. In such a case, "**Usage**" shall be deemed to include the Customer's highest number of Users concurrently consuming an Entitled Service during a specified period of measure (or if not so separately specified in an Entitlement, the Subscription Period).
Capacity-limited = subject to a maximum use or capacity	A subscription may be limited to a certain capacity specified in a SKU, Order, or other written agreement (such as an aggregate number of TBs).
Subscription = term-based	A software "subscription" is limited to the number of months/years to which Customer is Entitled (as specified in the Order).

Additional Terms

Cohesity M365 Feature
The following additional terms apply to the Cohesity M365 DataProtect Delivered as a Service Feature in Cohesity SaaS (the "**Cohesity M365 Feature**"):
- "**User**" means a unique, actively-licensed Microsoft 365 individual user/subscriber for whom Microsoft 365 Application Data is backed up using the Cohesity M365 Feature during a given billing period. "**Microsoft 365 Application Data**" means data in an Exchange Online user mailbox, OneDrive for Business account, MS Groups, MS Teams, or SharePoint Online Site.
- "**Inactive User**" means a User in any prior billing period that is not a User in the then-current billing period. For example, a User in the first billing period who is not backed up using the Cohesity M365 Feature in the second billing period is an Inactive User in the second billing period.
- "**Unlimited Retention**" means the retention period Customer configures within the Cohesity M365 Feature, but in all cases only for so long as Customer retains un-lapsed, continuous subscriptions for the appropriate capacity to the Cohesity M365 Feature (plus any applicable contractual grace/retrieval period). Customer acknowledges that retrieval/restore of information/data in the Cohesity M365 Feature will not be available after such period.
- Backup of "groups", "sites" and "teams" requires that all users with access thereto be User(s).
- Unpaid evaluations of the Cohesity M365 Feature are subject to a maximum 200 Users.

Consumption Pricing
The following additional terms apply to any subscription which is subject to "consumption pricing" or "consumption pricing with commit" as specified in a SKU, Order, or other written agreement:
- Customer agrees to pay in arrears following each applicable billing period during the Subscription Period the specified minimum commit plus any Overages. "**Overages**" means use of the applicable Service(s) above the capacity or other limitation to which the minimum commit Entitles Customer.

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Cohesity Gaia

The following additional terms apply to Cohesity Gaia and related Services ("**Cohesity Gaia**"):

Entitlements

- Customer is only Entitled to receive the Cohesity Gaia Services specified in the applicable SKU (including the public cloud, AI model, and other specifications.) Cohesity Gaia is subject to limitations specified in the SKU or otherwise in writing (such as a certain capacity of index storage, a certain number of generative answers, and/or a specified number of regions). An active Entitlement to both Cohesity Gaia Indexing delivered as a Service and Cohesity Gaia LLM are required in order to operate Cohesity Gaia for the duration of its Subscription Period.
- An active Entitlement to Cohesity M365 DataProtect Delivered as a Service on AWS Data Plane (for the avoidance of doubt, excluding AWS GovCloud) for Cohesity Gaia-supported workloads is required in order to operate Cohesity Gaia for the duration of its Subscription Period.
- "**index storage**" means the highest point of capacity consumed (in GBs or TBs) in the applicable vector database at any time during a calendar month (or other applicable period of measurement).
- Unpaid evaluations of Cohesity Gaia are limited to 10GB of index storage (back end), 1,000 generative answers based on Azure OpenAI GPT-3.5 Turbo engine with 16k tokens, and 1,000 generative answers based on Azure OpenAI GPT-4 Turbo engine with 8k tokens.
- Notwithstanding anything else, no grace period will apply for non-compliance with Entitlements. Any unused Entitlements expire at the end of the Subscription Period and will not carry forward.

Terms and Conditions

1. INPUTS AND OUTPUTS

    1.1 Customer may submit or make available Customer data (including in the form of prompts or queries and Customer Content) to be processed by Cohesity Gaia ("**Inputs**") and receive outputs generated and returned to Customer from Cohesity Gaia based on the Inputs ("**Outputs**"). Except as set forth in the Agreement, as between the Parties, Customer retains all right, title and interest (including any and all intellectual property rights) in and to its Inputs and Customer owns the Outputs, to the extent such Inputs and Outputs contain Customer Content.

    1.2 Customer grants Cohesity a non-exclusive, worldwide, royalty-free right to access and process the Inputs and Outputs to the extent necessary to provide Cohesity Gaia to Customer or as may be required by law. Upon expiration of the Subscription Period, Cohesity reserves the right to delete any Inputs and Outputs.

    1.3 Cohesity will not use Customer Content to train or fine-tune large language models without Customer's prior consent.

2. RESTRICTIONS

    2.1 Customer is solely responsible for responding to any third-party claims regarding its use of Cohesity Gaia in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to Output during its use of Cohesity Gaia).

    2.2 Customer agrees to use Cohesity Gaia, Inputs, and Outputs in compliance with the Microsoft Azure OpenAI Code of Conduct located at https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct.

3. DATA PROCESSING

    3.1 Customer Content processed in connection with Cohesity Gaia may be processed and temporarily stored on the Helios control plane hosted on AWS in the United States.

    3.2 Customer acknowledges Cohesity Gaia operates with third-party large language models ("LLMs") such as Microsoft's Azure OpenAI service that may process and temporarily store Inputs and Outputs for up to 30 days for purposes of monitoring content filtering and abuse detection. LLMs are not part of Cohesity Gaia.

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4. CUSTOMER ACKNOWLEDGEMENTS

Outputs provided to Customer may be similar or identical to outputs provided to other users of Cohesity Gaia. 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.

The above terms (i) supplement and prevail in the event of conflict with any other applicable agreement between Customer and Cohesity, and (ii) apply to Entitlements purchased while these Scope of SaaS Offerings terms are in effect (new versions are posted periodically at www.cohesity.com/agreements).

Effective March 21, 2024