COHESITY, INC.
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 pursuant to a written agreement or Order. Customer is Entitled to receive only the support specified for the term that Customer has so ordered and paid for. To the extent Cohesity has become obligated for Support (as defined below), the following will apply with respect to Offerings so long as Customer complies with Cohesity's Global Terms and Conditions (the "**Global Terms**") or other written agreement between Customer and Cohesity. Capitalized terms not defined herein shall have their meaning set forth in the Global Terms or other written agreement between Customer and Cohesity for use of Cohesity products or services (which these Support Terms supplement and are subject to).

IMPORTANT: Software Offerings 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 is included in the Order) 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 (d) support for Cohesity Platforms as set forth in Section 2 below ("**Cohesity Platform Support**" and, clauses (a)-(d) 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 Offering 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, 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, 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, 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
"Add-On" Services (may be added for an additional fee): ● Hardware Non-Return Option ● Four-Hour Hardware Services (designated locations only))	

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 Cohesity Software Terms of Use (available at https://www.cohesity.com/agreements); or (b) covered under purchased Cohesity Platform Support (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 unless Customer has purchased a Hardware Non-Return Option as an Add-On.

2.4. 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) Offerings altered or damaged other than by Cohesity; (ii) any portion of an Offering incorporated with or into other software or hardware by a party other than Cohesity; (iii) Software that is not a Supported Release; (iv) problems caused by negligence, abuse, or misapplication other than by Cohesity; (v) use of Offerings other than as specified in Cohesity's user documentation, (vi) Software installed on or in any hardware, environment, or other configuration not certified by Cohesity, (vii) third party products sold separately (which may be subject to separate support paths), (viii) problems not caused by Errors, or (ix) other causes beyond the control of Cohesity. Cohesity shall have no liability for changes in Customer's hardware which may be necessary to use Software due to a Workaround or maintenance release. Enhanced Support services (including, e.g. Hardware Non-Return and Four-Hour Hardware Services) are subject to Cohesity's Enhanced Support Services Terms and Conditions available at http://www.cohesity.com/agreements, incorporated herein by reference. Support is in the English language only and is provided using Industry Measures. These Support Terms do not—and shall not be construed to—comprise a warranty.

SECTION 4: DEFINITIONS

a) "**Error**" means an error in a Cohesity Offering which significantly degrades such Offering 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 Offering or documentation to correct Errors;

d) "**Industry Measures**" means reasonable efforts using measures and practices generally accepted in the industry and designed to provide effective Support;

e) "**Initial Response Time**" means the amount of time between Cohesity receiving a support request from Customer and responding to such request;

f) "**Part Delivery Time**" means the number of days after Cohesity has determined that hardware replacement parts are required;

g) "**Previous Sequential Release**" means the immediately previous release of a Software Offering which has been replaced by a subsequent release of the same or upgraded Software Offering;

h) "**Priority 1 Error**" means an Error which causes Customer's production use of an Offering to be stopped, or so severely impacted that Customer cannot reasonably continue use of the Offering;

i) "**Priority 2 Error**" means an Error which causes important Product features to be unavailable (and, in the case of Software, with no acceptable Workaround), but Customer's production use is capable of continuing;

j) "**Priority 3 Error**" means an Error which causes important Product features to be unavailable (but, in the case of Software, a Workaround is available), or less significant Software features to be unavailable, but Customer's production use is capable of continuing;

k) "**Priority 4 Error**" means any Error which is not a Priority 1 Error, Priority 2 Error, or Priority 3 Error;

l) "**Supported Release**" means the current release of a Software Offering and the two (2) prior Previous Sequential Releases;

m) "**Telephone Support**" means technical support telephone assistance concerning the installation and use of Offerings;

n) "**Web Support**" means information available on website(s) made available by Cohesity, including access to product and support forums, frequently asked questions, and product documentation, and

o) "**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 Offering.

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.