

**COHESITY, INC.
RESILIENCE ASSURANCE PROGRAM (“RAP”)
TERMS AND CONDITIONS**

1. These terms apply to each Cohesity and/or Veritas end customer (each, a “**Customer**”) that becomes an eligible RAP participant. Eligibility and corresponding entitlements are subject to being explicitly communicated to Customer by a valid Cohesity or Veritas quote or confirmation letter (issued to Customer directly or indirectly via an authorized channel partner). As a condition to participate in (or receive) any RAP Benefit, these terms, incorporating the RAP Guide made available in writing from time to time, supplement other applicable terms notwithstanding anything to the contrary in such terms.
2. “**RAP Benefits**” are specified on a valid quote or confirmation letter and may include (i) certain capacity-limited (or otherwise metered) entitlements to use new or additional Cohesity products; (ii) certain optional exchange rights among specified entitlements; and (iii) other specified rights and obligations of the parties. In all cases, RAP Benefits are for the applicable renewal term (“**Renewal Term**”) and subject to corresponding terms and conditions. Customer and Cohesity shall reasonably cooperate in documenting, implementing and reporting usage of any applicable RAP Benefits and any related sizing and/or deployment planning. Any exchange right is subject to applicable minimum quantities and written acceptance of exchange by Cohesity.
3. Cohesity may require non-coterminous subscriptions to be made coterminous as a condition of participation in the RAP. Notwithstanding anything to the contrary in any other agreement, use of products is subject to all applicable license and use terms and restrictions (including, e.g. capacity use limitations). Different products and entitlements may be measured and reported differently and any exchange from one to another shall reflect the new product’s methodology accordingly.
4. Additional products (e.g. hardware) and services if required by Customer are sold separately. Cohesity may replace functionality or components within the RAP Benefits with substitute functionality that is reasonably equivalent.
5. Eligibility criteria and exclusions apply - please consult with your account representative for details.

Effective January 1, 2025