



COHESITY, INC. NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) by and between Cohesity and the Counterparty identified below (each a “**Party**” and together the “**Parties**”) is entered into on the earlier of (i) the date it is signed by Counterparty and (ii) the date of first disclosure of Confidential Information (as defined below) (the “**Effective Date**”). Cohesity may disclose to the Counterparty certain confidential information for the purposes of discussing and evaluating a potential business or employment relationship (the “**Purpose**”) under this Agreement. In consideration of that disclosure, the following mutual covenants, terms, and conditions, and other valuable consideration, the parties agree as follows:

1. Definitions. “**Affiliate**” means, with respect to a Party, any individual, company, or other entity, directly or indirectly, controlling, controlled by, or under common control with, such Party; “**Confidential Information**” means all financial, business, strategic, technical and/or product information (and any other information that a reasonable person in the technology industry would understand to be confidential), in any form or medium and whether or not marked as confidential -- including without limitation this Agreement or the fact that discussions are taking place -- disclosed by Discloser before or during the term of this Agreement, but excluding (i) information already known by the Recipient without obligation of confidentiality, (ii) information that is or becomes publicly known other than through breach of this Agreement, (iii) information received by the Recipient from a third party not known (in good faith) by the Recipient to be under an obligation of confidence to the Discloser, and (iv) information independently developed by the Recipient without reference to or use of the Discloser’s Confidential Information;

“**Discloser**” means Cohesity or its Affiliate or Representative that furnishes Confidential Information to the Recipient;

“**Recipient**” means the Counterparty; and

“**Representatives**” means, in respect of a Party, its and its Affiliates’ employees, representatives and consultants.

2. Ownership of Confidential Information.

The Confidential Information of the Discloser is and will remain the property and asset of the Discloser. Nothing in this Agreement shall be deemed to constitute a license in favor of a Party to any proprietary rights of the other, including, without limitation, any patents, copyrights, trademarks or trade secrets.

3. Confidentiality Obligation.

Except as required by law, the Recipient shall in respect of the Discloser’s Confidential Information for three (3) years from its disclosure (but for trade secrets for so long as it is a trade secret): (i) hold it in confidence as a fiduciary using the care and discretion it uses with its own sensitive information and trade secrets (but no less than reasonable care and discretion); (ii) not disclose it or information derived from it to any third party; (iii) not use it, except solely for the Purpose; (iv) not export or reexport it or any product of it except in compliance with applicable laws and regulations, and (v) not copy, reverse engineer, or attempt to derive its underlying composition, information, structure or ideas.

4. Compelled Disclosures.

The Recipient may disclose Confidential Information required by law, order or legal process, provided it uses reasonable efforts to (i) promptly notify the Discloser of such requirement; (ii) limit disclosure, and (iii) obtain confidential treatment or a protective order.

5. Limitation of Obligations & Exclusion of Warranties.

Except for the express obligations hereunder, no obligation of any kind is assumed or implied by any meetings or communications, which will not (i) constitute an offer, request, or contract to engage in any transaction or enter any relationship, nor (ii) require disclosure of any Confidential Information, which will be disclosed (if at all) in the Discloser’s sole discretion. EACH PARTY ACKNOWLEDGES THAT THE DISCLOSER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ACCURACY OR COMPLETENESS OF CONFIDENTIAL INFORMATION.

6. Return of Confidential Information.

The Recipient will immediately upon request by the Discloser at any time return or destroy Discloser’s Confidential Information, including any reproductions, summaries or extracts (provided however that the Recipient a) may retain one copy of Confidential Information to the extent required for legal or regulatory purposes and b) will not be required to delete electronic copies of Confidential Information stored in disaster recovery or archival storage). The Recipient’s obligations of confidentiality survive return or destruction of Confidential Information and continue to apply to any Confidential Information retained.

7. Unauthorized Use.

The Recipient will (i) notify the Discloser promptly upon discovery of any unauthorized use or disclosure of Confidential Information or other breach of this Agreement, and (ii) reasonably cooperate with the Discloser to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The Recipient acknowledges and agrees that due to the unique nature of the Discloser’s Confidential Information, (i) there can be no adequate remedy at law for breach of its obligations hereunder, and (ii) such breach may allow the Recipient or third parties to unfairly compete with the Discloser, resulting in irreparable harm.

Therefore, if the Recipient breaches (or attempts or threatens to breach) this Agreement, the Discloser shall have the right, in addition to any other remedies, to (i) seek equitable and injunctive relief, and (ii) be indemnified by the Recipient from any loss or harm, including without limitation attorneys' fees, arising from the breach or enforcement of the Recipient's obligations hereunder or the unauthorized use or release of any Confidential Information.

9. **Governing Law.**

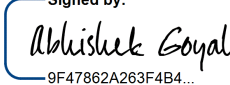
This Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. If a provision of this Agreement is held by a court or tribunal of competent jurisdiction to be illegal or unenforceable, such provision shall be limited to the minimum extent necessary so this Agreement otherwise remains in effect.

10. **General.**

Any notice required under this Agreement will be effective

when actually received or three (3) days after being mailed first class postage prepaid (whichever is sooner) to the other Party's address below. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. This Agreement (i) supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to its subject matter, and (ii) shall be binding upon and inure to the benefit of the parties and their successors and assigns. No waiver or modification will be binding upon either Party unless made in writing and signed by a duly authorized representative. No failure or delay in enforcing any right will be deemed a waiver. Documents executed, scanned and transmitted electronically, and electronic signatures, shall be deemed, and shall have the same legal effect as, original signatures for purposes of this Agreement and all related matters. The individual(s) executing this Agreement represents and warrants that they are duly authorized to do so.

BY SIGNING BELOW, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE ABOVE TERMS AND CONDITIONS IN THIS AGREEMENT.

COUNTERPARTY	
SIGNATURE	<div>Signed by:</div> <div></div> <div>9F47862A263F4B4...</div>
FULL LEGAL NAME	Abhishek Goyal
ADDRESS	Flat 416, Adithya Elixir, Near Zonasha Paradiso, Doddanekundi, Bengaluru
DATE	10/29/2024