

ANNEX C

TERMS OF REFERENCE

NetBackup license consolidation and renewal

1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization established to carry out the effective implementation of the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of over 300 stations worldwide, a communications system, an international data centre and on-site inspections to monitor compliance. More information can be found on www.ctbto.org.

2 BACKGROUND

The Commission currently operates a hybrid licensing model for Cohesity NetBackup, consisting of both perpetual front-end TB licenses (with active support) and subscription-based licenses.

The existing licensing footprint includes:

- 80 TB perpetual licenses (33 + 17 + 30 TB) with Premium (24x7) support, **all expiring on 03. October 2026.**
- 30 TB subscription licenses with Premium (24x7) support, **expiring on 15. December 2026.**

The Commission seeks to renew support while evaluating optimization, consolidation, and cost-efficiency opportunities.

3 SCOPE OF WORK

The Commission desires to engage a Contractor to streamline and renew licenses of the Commission’s Cohesity Netbackup infrastructure.

The objectives of this engagement are:

- Consolidate all licenses into a **single agreement**;
- Align all licenses to a **common co-termination date**;
- Maintain **Premium (24x7) support coverage**;
- Provide **scalable and flexible licensing options**;
- Optimize total cost over a **multi-year period (preferably a minimum two (2) years, up to a maximum of five (5) years)**; and
- Provide optional license packages.

3.1 License Consolidation

The Contractor shall assess the feasibility of, and recommend the most effective way to:

- Consolidate all licenses under a **single licensing model**;
- Migrate to **Flexible Licensing** (if beneficial); and
- Co-terminate all agreements to a **unified renewal date**.

3.2 License Renewal and Commercial Optimization

The Contractor shall renew **support** for all licenses, meeting or exceeding Cohesity's **Premium (24x7) support**.

The duration of the licenses shall be for a multi-year period, preferably a minimum two (2) years, up to a maximum of five (5) years, with a combination of a fixed term with optional annual extensions.

The Contractor shall provide a licensing combination which optimises cost-savings via bundling or conversion and Trade-in or migration incentives (if available).

3.3 Optional Capacity Expansion

The Contractor shall provide, as an option, **separate pricing** for additional subscription capacity packages under a **Flexible/Front-End Data licensing model**. For the duration of the Contract the Commission shall have the right but not the obligation to request any quantity of the packages listed below. If the Commission requires one or more items, it shall notify the Contractor in writing through a Formal Request for Delivery (FRD).

- **Option A:** Additional package of **10 TB**
- **Option B:** Additional package of **30 TB**
- **Option C:** Additional package of **50 TB**

Pricing must include:

- Unit cost per TB
- Volume discounts (if applicable)
- Terms for on-demand expansion

3.4 Additional Items/Products/Services

The area of data management and security is a fast-evolving industry with a continuous supply of new technologies and products. The Contractor shall provide the Commission with access to the latest technology to all relevant Cohesity licensing. In the event the Commission requests a Product/Service of the Contractor which is not included in the Contract, the Contractor shall provide all technical and commercial information relevant about the Product/Service to be added to the Product/Service List. Additional items, products and Services shall be mutually agreed between the Commission and the Contractor.

4 REQUIREMENTS FOR THE CONTRACTOR

The Contractor shall be a certified reseller of Cohesity products The Contractor shall use English language for all written and oral communication with the Commission.

4.1 Delivery

All software licenses shall be delivered electronically to an email address designated by the Commission upon contract award. Delivery shall be considered complete only when all

licenses specified in these Terms of Reference are visible and accessible in the Commission specialists' account of Cohesity's online licensing portal.

4.2 Compliance Statements

The Contractor shall provide confirmation that:

- the proposal complies with Cohesity's licensing policies.
- all work related to this contract will be conducted without disruption of the Commission's backup system.

5 SUPPORT AND MAINTENANCE

- 5.1 The Contractor shall provide a maintenance support plan that meets or exceeds Cohesity's Premium (24x7) support plan.
- 5.2 The Contractor shall offer a single point of contact (including telephone "hotline" number) for support requests for all offered items. On-site support shall be available 24 hours, seven (7) days a week.
- 5.3 The Contractor shall allow the Commission to open cases directly with the manufacturer if it so desires and should provide access to the manufacturer's support portal for the Commission's technicians.
- 5.4 The Contractor shall provide "back-end" support with the respective manufacturer. No third party (e.g. reseller, third party support provider) is allowed in between the Contractor and the manufacturer.
- 5.5 The Contractor shall provide English-speaking technical support staff and technicians.

6 RESPONSIBILITIES OF THE COMMISSION

- 6.1 For designated Contractor Personnel, and to the extent necessary for the Contractor to fulfil the requirements of these Terms of Reference when carrying out work on-site (if applicable), the Commission will provide physical access to selected areas of the Vienna International Centre.
- 6.2 The Commission will make qualified staff available to provide support and cooperate in responding to information requests from the Contractor to allow the Contractor to carry out the Work. This includes, but is not limited to:
 - Provide access to the Commission's data centre
 - Provide sufficient rack space and electricity in the data centre
 - Administrative access to the relevant systems
 - Remote access if required (ex. through Teams session)

7 RISK MANAGEMENT

- 7.1 The Contractor shall provide an updated thorough risk assessment plan at the commencement of the Contract to identify potential risks that could impact the

successful execution of the implementation activities outlined in this Terms of Reference.

- 7.2 Risks may include, but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.
- 7.3 Upon the Project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation.
- 7.4 The insights gained from the risk management process should be methodically documented and shared with the client, thereby contributing to the knowledge repository for forthcoming similar projects.