



RUBRIK, INC. END USER LICENSE AGREEMENT

This Rubrik End User License Agreement and the attached exhibits (“**Agreement**”) is effective on the date last signed below (“**Effective Date**”) and is made by and between Rubrik, Inc., with its principal place of business at 1001 Page Mill Road, Building 2, Palo Alto, CA 94304 (“**Rubrik**”) and the eligible Ordering Activity under GSA Schedule Contracts as identified in an Order (“**Customer**” or “**Ordering Activity**” or “**You**”), whereby Customer and Rubrik agree:

1. DEFINITIONS.

- 1.1 “**Customer**” or “**Ordering Activity**” or “**You**” shall mean the Ordering Activity itself, which is bound by this Agreement as the end user licensee of the Products and Services, and shall not apply to, nor bind (1) the individual(s) who utilize the Software/Service/Site on the Ordering Activity’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity. Rubrik will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal law.
- 1.2 “**Documentation**” means the Rubrik documentation shipped with the Products or made available in electronic form to Customer, excluding advertising and marketing materials.
- 1.3 “**Hardware**” means Rubrik hardware purchased by Customer.
- 1.4 “**Order**” means the purchase order or other agreed upon document, which includes, but is not limited to, a description of the Products and Services purchased by Customer from a Rubrik authorized reseller, including the applicable Term.
- 1.5 “**Policy**” means the then-current Rubrik Hardware Warranty and Product Support Services Policy, the current version of which is attached hereto as **EXHIBIT 1** and incorporated herein.
- 1.6 “**Products**” means, collectively, Rubrik Hardware, Software and SaaS Services.
- 1.7 “**SaaS Services**” means the cloud-based software-as-a-service data management platform that may be separately purchased by Customer. SaaS Services also include all Updates to the SaaS Services and any available Upgrades to the SaaS Services that Customer may purchase.
- 1.8 “**Services**” means the implementation, configuration and training services that may be purchased and provided to Customer by Rubrik and as described in an applicable Order and associated Documentation. Services do not include support services which are provided to Customer in accordance with the Policy.
- 1.9 “**Software**” means, collectively, Rubrik Cloud Data Management Software (“**RCDM**”) (Rubrik’s standard embedded firmware and software), standalone software downloaded or accessed by Customer from Rubrik, and Software Add-Ons licensed to Customer. Software also includes all Updates, Upgrades, copies and alterations, modifications and derivatives thereof. Software is licensed only in object code and includes any third party or open source software included with the Software.
- 1.10 “**Software Add-Ons**” means Software offering enhanced features and functionality including, for example, CloudOn, CloudOut and Edge.
- 1.11 “**Term**” means the period of time from the Effective Date until the end of the applicable license term as set forth on the Order, including any renewal thereof.
- 1.12 “**Updates**” mean patch releases, “bug” fixes, and maintenance updates for the Software or the SaaS Services.
- 1.13 “**Upgrades**” mean new features included in Software or SaaS Services which Customer may purchase during the Term and which are subject to an additional charge.

2. SOFTWARE LICENSE.

2.1 **Software License.** Subject to Customer’s compliance with the terms and conditions of this Agreement and Customer’s payment of all fees due, Rubrik grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as may be expressly permitted herein) license to use the Software and Documentation only for Customer’s internal business purposes on Hardware or Rubrik-approved third-party hardware and in accordance with the Documentation. If Customer acquires Rubrik Products pursuant to a refresh or upgrade promotion or similar program (collectively, the “**Refresh Products**”), Customer must uninstall and cease use of the Software on the previously acquired Products that are being

refreshed or upgraded (collectively, the “**Replaced Products**”) so that Customer’s actual use and deployment corresponds only to the quantity of Refresh Products as set forth in the applicable Order. Rubrik will allow a period of up to sixty (60) days from the date of the Order for Refresh Products for Customer to install Refresh Products, during which time Customer may keep the Replaced Products in operation. Thereafter, the license to use the Software on the Replaced Products terminates and Customer must uninstall such Software and cease all use thereof.

2.2 **Term of License.** Unless otherwise agreed to in writing by Rubrik, Software is licensed for the term set forth in the applicable Order and either: (i) on a device basis meaning Customer’s right of use to the Software is tied to the life of the Hardware on which it was originally installed and the Software is not portable to new hardware, except as may be expressly approved in advance in writing by Rubrik (“**Life of Device License**”); or (ii) on a subscription basis, meaning Customer has the right to use the Software or SaaS Services for the period of time set forth in the applicable Order and any renewals thereto (“**Subscription License**”). If Customer does not renew Customer’s Subscription License at the end of the subscription term, Customer loses entitlement to all Software features except for recovery.

2.3 **Hardware Refresh Policy.** Certain of the Subscription Licenses may be eligible for a Hardware refresh or transfer to replacement Hardware in accordance with Rubrik’s then-current Hardware Refresh Policy, the current version of which is attached hereto as **EXHIBIT 2** and incorporated herein, or as otherwise authorized by Rubrik in writing.

2.4 **SaaS Services Additional Terms.** If Customer acquires SaaS Services, the then-current SaaS Services Terms shall additionally govern Customer’s use of such SaaS Services, the current version of which is attached hereto as **EXHIBIT 3** and incorporated herein.

3. **USE RESTRICTIONS.** Customer will not, nor will Customer encourage or assist others to:

- i. Copy, modify, encumber or distribute the Software, SaaS Services or Documentation (except for a reasonable number of copies of the Documentation for internal use);
- ii. Reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Products or create any derivative works including, without limitation, customization, translation or localization;
- iii. Sell, license, sublicense, rent, lease, lend or transfer the Software or SaaS Services or use the Software or SaaS Services for the benefit of any third party, including but not limited to timesharing or service bureau purposes;
- iv. Remove or obscure any proprietary notices on the Products or Documentation;
- v. Publish or disclose to any third party any technical features, performance or benchmark tests, or comparative or competitive analyses relating to the Software or SaaS Services and Early Access Products unless authorized in writing by Rubrik;
- vi. Use any feature, function or capability without first purchasing the applicable license for the same even if such feature, function or capability is enabled without a key; or
- vii. Use the Software or the SaaS Services for any purpose or in any manner not authorized by this Agreement (including, without limitation, for any purpose competitive with Rubrik).

4. **PROPRIETARY RIGHTS.** Software, SaaS Services and Documentation are licensed to Customer and not sold. Rubrik and its licensors retain all title, ownership rights, and intellectual property rights in and to the Software, SaaS Services (including third party and open source software) and Documentation, in any form or format, along with all copies, and all tools, routines, programs and other technology used or provided in the provision of Support Services. The Software, SaaS Services and Documentation are protected by copyright and other intellectual property laws and by international treaties. The Software and SaaS Services contain automated reporting routines that generate and report to Rubrik usage metrics and statistics regarding the performance of the Products to report problems and issues (“**Usage Data**”). For the avoidance of doubt, files and the backups configured by Customer’s use of the Products are not collected by Rubrik. Such Usage Data may be used: (i) to address Customer’s service requests; and (ii) to detect and address threats to the functionality, security, integrity, and availability of the Software and SaaS Services. Customer hereby grants Rubrik a perpetual, irrevocable and transferable right to use the Usage Data to improve the Software, SaaS Services, Support Services, and the customer experience. This Agreement does not grant Customer any rights not expressly granted herein. All trademarks used in connection with the Software, Documentation and SaaS Services are owned by Rubrik, its affiliates, licensors and other suppliers, and no license to use any such trademarks is provided hereunder. Customer may from time to time elect to provide suggestions, comments for enhancements or functionality or other feedback to Rubrik with respect to the Products, Support Services, and Services (“**Feedback**”). Rubrik may use any Feedback as it sees fit without obligation or restriction of any kind, other than its obligations of confidentiality as set forth in this Agreement. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

- 5. FEES.** All amounts due and owing under an Order to Rubrik's authorized distributor or channel partner (along with all taxes, tariffs, and duties) are payable to and in accordance with the requirements of the authorized channel partner or distributor.
- 6. AUDIT.** During the Term and for a period of three (3) years thereafter, Rubrik (or its independent third-party auditors) has the right to reasonably audit Customer's relevant facilities, systems, books and records to confirm Customer's compliance with this Agreement. Rubrik may conduct no more than one (1) audit per twelve (12) month period and Customer shall reasonably cooperate with Rubrik (or its independent third-party auditors) for such audit. If an audit discloses Customer has installed, accessed, used, or otherwise permitted use and access to the Software or SaaS Services in a manner that is not permitted expressly by this Agreement, Customer agree to reimburse Rubrik immediately for any unpaid fees (if applicable).
- 7. EARLY ACCESS PRODUCTS.** Rubrik may make available to Customer a beta or pre-release version of Products solely for purposes of internal testing and evaluation prior to such Products being made generally available ("**Early Access Products**"). Early Access Products are licensed on a limited, cost-free, non-sublicensable, non-transferable, non-assignable, non-exclusive, revocable basis with such license terminating on the earlier of: (i) the date on which Rubrik makes the Early Access Products generally available; or (ii) upon notice to Customer from Rubrik, which notice may be made at any time in its sole and absolute discretion. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Early Access Products: (a) shall not be used in a production environment; (b) are still under development and not at the level of performance or compatibility of final, generally available products; (c) may not operate correctly; (d) may be modified by Rubrik prior to being made generally available; (e) may not be made available for general release; and (f) are not subject to a Policy. Customer further agrees to use reasonable efforts to notify Rubrik of any bugs or problems in the Early Access Products.
- 8. CONFIDENTIALITY.** Customer and Rubrik may disclose Confidential Information to each other during the Term of this Agreement. "**Confidential Information**" means all information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") which is in tangible form and labeled "confidential" or the like, or that reasonably should be understood to be confidential given the circumstances around the disclosure and the nature of the information. Confidential Information includes, but is not limited to, the Software, SaaS Services, Documentation, strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews and business and marketing plans. Confidential Information will not include information that: (i) was already in Receiving Party's possession without confidentiality obligations; (ii) is rightfully received by Receiving Party without confidentiality obligations; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) is publicly disclosed by the Disclosing Party. The Receiving Party will exercise at least the same degree of care, but not less than reasonable care, to safeguard the Confidential Information received from the Disclosing Party and use or disclose Confidential Information only to the Receiving Party's employees, partners or contractors for purposes consistent with this Agreement, who have a need to know and who are under a similar obligation of confidentiality. Confidential Information may be disclosed in response to a subpoena or order of a court or governmental agency provided, however, that, if not otherwise prohibited, the Receiving Party will notify the Disclosing Party promptly of such disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Upon expiration or termination of this Agreement for any reason, the Receiving Party will, upon request, return or destroy, the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain such copies of Disclosing Party's Confidential Information stored electronically on data archives or back-up systems or to comply with the laws or regulations applicable to the Receiving Party, provided that such copies shall at all times be subject to the terms of this Agreement while in Receiving Party's possession or control. Rubrik recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
- 9. SUPPORT.** Support for the Products is covered in the applicable Policy, which is incorporated by reference into this Agreement, and may be updated from time to time in Rubrik's sole discretion.
- 10. SECURITY.** During the Term of this Agreement, Rubrik will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures designed to address the security, confidentiality and availability of the Products and Services.
- 11. SERVICES.** Rubrik may provide Services as described in an Order accepted by Rubrik. Services may be performed by sub-contractors acting on Rubrik's behalf. In regard to the Services, Rubrik warrants that: (i) it and each of its employees, consultants and subcontractors, if any, have the necessary knowledge, skills, experience, qualifications and resources to provide and perform the Services; and (ii) the Services will be performed in a professional and workmanlike manner in accordance with industry standards. Rubrik shall remain liable for the actions and services provided by such subcontractors

at all times. Rubrik shall own all rights, title and interest in and to any deliverables provided to Customer and all related intellectual property rights (excluding Customer's Confidential Information), unless otherwise set forth in a mutually agreed upon Statement of Work. As a condition to Rubrik providing Services hereunder, Customer shall: (a) provide good faith cooperation and access to such information, facilities, and equipment as may be reasonably required in order to provide the Services; and (b) provide such personnel assistance as may be reasonably requested from time to time. If, through no fault or delay by Customer or any failure by Customer or Customer's representatives to perform in accordance with this section, the Services do not conform to the foregoing warranty, and Customer notifies Rubrik within seven (7) calendar days of Rubrik's completion of the Services, Rubrik will re-perform the non-conforming portions(s) of the Services at no additional cost to Customer.

12. WARRANTY AND DISCLAIMER.

12.1 Software Warranty. Rubrik warrants to Customer, for ninety (90) days from the date of delivery ("**Software Warranty Period**"), the Software will conform in all material respects to the applicable Documentation ("**Software Warranty**"). Rubrik's delivery of any Update does not extend the Software Warranty Period applicable to the Software. Rubrik's sole obligation under this Software Warranty, and Customer's exclusive remedy, is to use commercially reasonable efforts to correct the Software during the Software Warranty Period such that the Software complies with the foregoing warranty. Customer's obligation is to provide all information reasonably requested to enable Rubrik to cure the deficiencies. If Rubrik is not able to cure the deficiencies in the Software such that it complies with the foregoing warranty, Rubrik will refund to the authorized distributor an amount equal to: (i) for a Life of Device License to the Software, applicable fees paid; or (ii) for a Subscription License, applicable fees paid covering the period from the date of refund through the conclusion of the period of prepayment. In the event of a refund in accordance with the foregoing, Customer's license to use the Software for which fees were refunded terminates. The Software Warranty does not apply to any Software that is: (a) installed, operated, maintained, stored or used improperly, or in any manner not in accordance with the Documentation, the Policy, this Agreement or Rubrik's written instructions; or (b) repaired, altered or modified other than by Rubrik or its authorized service provider.

12.2 No warranty or support for Early Access Products. Rubrik provides Early Release Products for evaluation only and on an "AS IS" basis, without warranty or liability of any kind.

12.3 Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RUBRIK AND ITS LICENSORS, DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RUBRIK DOES NOT WARRANT AGAINST LOSS OR INACCURACY OF DATA, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE PRODUCTS WILL BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE OR HARDWARE. RUBRIK, ITS SUPPLIERS AND LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY WARRANTIES EXPRESS OR IMPLIED PROVIDED BY A DISTRIBUTOR, CHANNEL PARTNER OR OTHER THIRD PARTY.

13. INTELLECTUAL PROPERTY INDEMNITY.

13.1 Intellectual Property Indemnification. Rubrik agrees to have the right to intervene to defend or settle, at Rubrik's option, a third-party claim or cause of action against Customer alleging that the Products infringe or misappropriate a U.S. patent or copyright of such third party ("**Claim**") and to pay damages finally awarded against Customer by a court of competent jurisdiction or as agreed to in a settlement. Rubrik's obligations hereunder do not apply with respect to any Claim that arises out of: (i) any unauthorized use, reproduction or distribution of the Products; (ii) use of the Products in combination with any other software or equipment not specified by the Documentation if such Claim would have been avoided without such combination; (iii) Products that were modified after delivery without Rubrik's prior written authorization; or (iv) Customer's continued use of the allegedly infringing Product after Rubrik supplied a modified or replacement non-infringing Product. If any Claim arises, Rubrik may, at its sole option and expense: (a) replace or modify the affected Product to make it non-infringing; (b) procure a license for Customer's continued use of the affected Product; or, if (a) and (b) are not commercially viable (as determined by Rubrik in its sole discretion), terminate this Agreement, in which case Rubrik will issue a pro-rated refund to the authorized distributor who paid the applicable fee received by Rubrik for the affected Product which is the subject of the Claim. For Life of the Device licensed Software and Hardware, the refund will be based on a straight-line amortization over a three (3) year term beginning on the date of initial delivery of the Software and Hardware. For Subscription licensed Software, the refund will be the prepaid and unused fees covering the remainder of the Term. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

13.2 Indemnification Process. As a condition of receiving indemnity as described in Section 13.1 above, Customer will provide Rubrik with: (i) prompt written notice of the Claim, provided, however, that the failure to give such notice shall not

relieve Rubrik's obligations hereunder except to the extent that Rubrik is prejudiced by such failure; (ii) control over the defense and settlement of the Claim (provided, that Rubrik will not settle any claim without Customer's prior written permission if the settlement fails to unconditionally release Customer from all liability pertaining to the Claim, such permission not to be unreasonably withheld, delayed or conditioned); and (iii) reasonable assistance in connection with the defense and settlement of the Claim.

13.3 **Exclusive Remedy.** This Section 13 states Customer's sole and exclusive remedy, and Rubrik's sole liability, with respect to any Claim under this Section.

14. LIMITATION OF LIABILITY.

14.1 **Disclaimer of Consequential Damages.** EXCEPT FOR CUSTOMER'S BREACH OF SECTIONS 2.1 AND 3 OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA OR THE COST OF COVER, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.

14.2 **Limitation of Liability.** IN NO EVENT WILL RUBRIK'S, ITS AFFILIATES' AND ITS LICENSORS' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO RUBRIK (OR TO A RUBRIK DISTRIBUTOR OR RESELLER) FOR THE PRODUCTS IN THE EIGHTEEN (18) MONTHS PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR FRAUD.

15. TERM AND TERMINATION.

15.1 **Term; Termination for Cause.** This Agreement begins on the Effective Date and continues until the end of the Term. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Rubrik shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

15.2 **Post-Termination Obligations.** Upon expiration or termination of this Agreement, the license granted hereunder will immediately terminate and Customer will stop using the Software. Customer will uninstall and destroy the Software and Documentation or undertake such actions as to ensure that the Software and Documentation will not be used after the effective date of termination. All terms of this Agreement which must survive in order to fulfill their essential purpose shall survive termination or expiration of this Agreement.

16. GENERAL.

16.1 **Contractual Relationship.** Customer and Rubrik are entering into this Agreement as independent contracting parties. Neither Customer nor Rubrik have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other.

16.2 **Assignment.** The parties will not, directly, indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Customer's rights hereunder or delegate performance of any of Customer's duties hereunder without the prior written consent of the other party. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Any assignment in violation of the foregoing shall be void and without effect. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their permitted successors and assigns.

16.3 **Export Controls and Trade Laws.** Customer will comply with all applicable laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Without limiting the foregoing, Customer agrees Customer will not export, re-export, download, or otherwise transmit Confidential Information or the Products: (i) to any country or region subject to a U.S. embargo or comprehensive trade sanctions; (ii) to any individual or entity identified on any U.S. Government restricted party lists (including the Consolidated Sanctions, Specially Designated Nationals, Denied Persons, Entity, or Unverified Lists); or (iii) to any end user with knowledge or reason to know that the Products or Confidential Information will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes.

16.4 **Third Party Beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.

16.5 **Government Users.** The Products constitute Commercial Off the Shelf (“COTS”) items as that term is defined in the U.S. Government Federal Acquisition Regulations (“FAR”). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

16.6 **Use of Name.** During the Term of the Agreement, Rubrik may refer to Customer as a Rubrik customer in sales and marketing materials and public statements, subject to Customer’s trademark and logo usage to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Customer may send an email to Rubrik at stories@rubrik.com with its trademark and logo usage guidelines, or if Customer does not wish to be referred to as a Rubrik customer.

16.7 **Anti-corruption.** Customer agree that Customer have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Rubrik’s employees, agents, resellers or subcontractors in connection with this Agreement and that Customer will use reasonable efforts to promptly notify Rubrik should Customer learn of any violation of this restriction.

16.8 **Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to affect the intent of the parties.

16.9 **Nonwaiver.** The failure of Customer or Rubrik to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment of such party’s right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

16.10 **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

16.11 **Integration; Order of Precedence.** This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between Customer and Rubrik and supersedes any and all prior agreements or communications between us with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Customer and Rubrik. This Agreement shall supersede any prior end user license agreements between the Parties or any similar prior agreements related to the licensing of Rubrik Products. In the event the terms and conditions of this Agreement conflict with the terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by Customer, the terms and conditions of this Agreement shall control. Notwithstanding any agreement Customer may have previously accepted during the installation of any prior versions of the Software, this Agreement applies to the Software and any Updates or Upgrades (except to the extent such Updates or Upgrades are accompanied by new or additional terms, in which case the different terms apply prospectively and do not alter Customer’s or Rubrik’s rights relating to pre-updated Software).

16.12 **Ambiguities.** Customer and Rubrik have participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

16.13 **Governing Law.** This Agreement shall be construed and enforced in all respects in accordance with the Federal laws of the United States. The United Nations Convention of Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and delivered by their respective authorized signing officers, effective as of the Effective Date.

Rubrik, Inc.

Authorized Signature:

By: _____

Name: _____

Title: _____

Date: _____

Ordering Activity

Authorized Signature:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

RUBRIK HARDWARE WARRANTY AND PRODUCT SUPPORT SERVICES POLICY

This Rubrik Hardware Warranty and Product Support Services Policy ("**Policy**") contains the exclusive terms and conditions of the Hardware Warranty, and the terms applicable to Support Services, which are provided in accordance with the Rubrik End User License Agreement, or similar agreement between you and Rubrik ("**Agreement**"). All capitalized terms not defined herein are as defined in the Agreement.

Scope. This Policy applies to all Support Services (as defined below) for Rubrik Products purchased by you or provided to you in accordance with the Agreement. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter. This Policy, including the Support Services Plan, is subject to the then-current End of Product Life Cycle Policy, the current version of which is attached hereto as Exhibit B and incorporated herein.

2. Definitions.

- (a) "**Defect**" means a failure of the Software to conform in all material respects to the applicable Documentation, and/or a failure of the Hardware to conform in all material respects to the applicable Rubrik specifications.
- (b) "**Support Effective Date**" means the ship date of the Product.
- (c) "**Hardware Warranty**" means the standard Warranty for the Rubrik-supplied Hardware as more fully described in Exhibit A.
- (d) "**Spare(s)**" means a replacement component for any Hardware, which is provided in accordance with Rubrik's written instructions or return materials authorization procedure ("**RMA procedures**") including field replaceable units (FRUs) and replacement parts.
- (e) "**Support Services**" means, as applicable, the technical support services for the Products as more fully described in the attached Exhibit A hereto and which are provided by Rubrik or its authorized representative or are available on Rubrik's support website.
- (f) "**Support Services Plan**" means the level of Support Services as more fully described in Exhibit A for which you have paid the applicable Support Services fee(s).

3. Term, Renewal and Termination.

- (a) Term. The term during which Rubrik provides Support Services under this Policy commences on the Support Effective Date and remains in effect for either: (i) the initial Term and any renewals of such Support Services as may be specified in an applicable Order, or (ii) the applicable Hardware Warranty Period (defined below) in the event Support Services are not purchased. "Term" means, collectively or individually, "initial term" or "renewal term".
- (b) Renewal of Support Services Plan; Reinstatement. Upon payment of the applicable fees under an Order prior to the expiration of the Term, the Support Services Plan shall renew for a subsequent Term as set forth in the Order. If you do not renew the Support Services Plan prior to expiration of the then-current Term ("**Lapsed Term**"), it may subsequently be renewed by you only in Rubrik's sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapsed Term, the renewal Term shall be deemed effective as of the date of expiration or termination of the prior Term. In the event of a renewal of the Support Services Plan following a Lapsed Term, Rubrik reserves the right, in its sole discretion, to charge a reinstatement fee for such renewal of the Support Services Plan equal to the amount that Ordering Activity would have paid had the Support Services been continuously maintained. For the avoidance of doubt, no Support Services Plan may be purchased if: (i) you did not initially purchase a Support Services Plan and more than twelve (12) months have elapsed since the date the Product was purchased; or (ii) more than twelve (12) months have elapsed since the prior Support Services Plan expired or was terminated
- (c) Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Rubrik shall proceed diligently with performance of this Agreement,

pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4. Support Services.

Rubrik will use commercially reasonable efforts to provide the Support Services in accordance with the terms of the applicable Support Services Plan. This Policy, the Support Services, and the Support Services Plan may change from time to time or certain Support Services may be discontinued; however, such changes will not result in a material reduction in the level of the Support Services provided to you during the then-current Term. Rubrik will use reasonable efforts to notify you of any changes at least 30 days prior to the effective date of such change. you are deemed to have accepted the changes in such notice, unless you object to any material changes in the notice, in which case you have ten (10) days to notify Rubrik of your objection. If you object to the changes in the notice, the prior version of this Policy shall apply through expiration of the then-current Term. The obligation for Rubrik to provide Support Services pursuant to this Policy is contingent upon: (1) your payment of all applicable Product fees and Support Services fees, and (2) your performance of all of your obligations set forth in this Policy relating to the Support Services, including use of the Products in conformance with the Documentation.

- (a) Subcontractors. Rubrik may use subcontractors to perform all or a portion of the Support Services, and the work of such subcontractors shall be deemed to satisfy Rubrik's obligations hereunder provided that such work meets the requirements of this Policy. Rubrik shall remain liable for the actions and services provided by such subcontractors at all times.
- (b) Notification of Defects. If you believe that there is a Defect in the Products, you will (1) promptly notify Rubrik, providing sufficient detail to permit Rubrik to identify the Defect, (2) upon request, provide Rubrik with remote access, all relevant and necessary data files, software or any other relevant material, and (3) to the extent Rubrik cannot reproduce the Defect remotely, provide on-site access, if reasonably believed necessary by Rubrik for it to reproduce, analyze or remedy the Defect.
- (c) Information and Cooperation. To receive Support Services, you must provide Rubrik with the location and configuration of the Product, and such other information, cooperation and assistance as is reasonably required by Rubrik in order to provide the Support Services. You are solely responsible for backing up data and otherwise protecting all data and all systems and networks (and all software, data and other information contained therein) prior to the provision of any Support Services, and any installation, use, maintenance, or service or removal of the Software.
- (d) Excluded Services. Notwithstanding anything to the contrary in this Policy, Rubrik shall have no obligation to provide: (1) Support Services or replacement(s) for Defects or resolution of problems caused by: accident, abuse, misuse, third party product(s), power surge or failure or the like, or other force majeure event, any unauthorized disassembly, repair or modification, or any failure to maintain and use the Products in a manner consistent with the Documentation and written instructions from Rubrik, (2) support or replacement of Products that Rubrik determines in its reasonable discretion do not have a Defect, (3) third party products required to operate the Products, (4) delivery of any on-site Support Services, including but not limited to situations where, in Rubrik's reasonable opinion, a condition exists that represents a hazard to the safety of its employees or agents, (5) Support for or replacement of any Product in which the Product or parts have been replaced with any third party product, or (6) consumable parts. you will be responsible for charges on a time and materials basis in accordance with the GSA Schedule Pricelist for Support Services provided as a result of any of the foregoing.
- (e) Spare(s). You shall only use Spares provided by Rubrik. Unless the applicable Support Services Plan provides otherwise, at Rubrik's expense, you shall promptly package and ship the parts replaced with the Spare(s) to Rubrik, and Rubrik or its authorized reseller may invoice you for such parts that are not promptly returned within the timeframes described in Exhibit A.
- (f) All Products at a location or in a network ("**Covered Location**") must be covered by the same level of Support Services Plan and must be at the same revision level.
- (g) Your breach of this Policy or failure to meet the pre-requisites excuses Rubrik's performance to the extent such performance has been affected by such breach or failure.

EXHIBIT A to EXHIBIT 1

RUBRIK HARDWARE WARRANTY AND PRODUCT SUPPORT SERVICES PLAN

I. Product Warranty

(a) Rubrik provides the following Product Warranty for the Hardware and Software:

i. **Product Warranty for Hardware.**

Rubrik warrants to you for one (1) year from the Effective Date (“**Hardware Warranty Period**”) that the Hardware will conform in all material respects to the applicable Rubrik specifications. The unexpired term of the Hardware Warranty Period applicable to the original Hardware shall apply to any repaired or replaced Hardware.

ii. **Product Warranty for Software.**

Rubrik provides the Software Warranty set forth in the Agreement.

(b) **Remedies.** Rubrik's sole obligation under the Hardware Warranty, and your exclusive remedy, is to use commercially reasonable efforts to repair or replace non-conforming Hardware; which requires you to notify Rubrik during the applicable Hardware Warranty Period. Prior to returning any Hardware for warranty-related claims, you must obtain Rubrik's prior written authorization and comply with Rubrik's RMA procedures and instructions. Any Hardware that is repaired or replaced under this Warranty shall be covered for the remainder of the original Warranty Period, or 30 days after re-delivery, whichever is longer.

(c) **Product Warranty Support Services Description.** During the Warranty Period, you may access and Rubrik shall provide the following level of Support Services:

(d) **Technical Support.** You may submit service requests via web, phone or email 24x7. Rubrik will use commercially reasonable efforts to respond to your service requests within the response times in the Response Time Target table below.

(e) **Terms and Exclusions.**

i. No warranty applies to any Hardware that is: (i) returned without Rubrik's prior written authorization pursuant to subsection 2 above; (ii) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accord with the Documentation, the Policy, or Rubrik's written instructions or recommendations; (iii) repaired, altered or modified other than by Rubrik or its authorized service provider; or (iv) no longer covered by the applicable Hardware Warranty due to the expiration of the applicable Term or Hardware Warranty Period. Additional charges may apply for support provided outside the applicable Warranty Period or for excluded repairs or error corrections to the extent not otherwise covered under any Hardware Warranty.

ii. Warranty claims must be made within the Hardware Warranty Period. “Dead on Arrival” Hardware (“DOA Hardware”) must be reported to Rubrik within 30 calendar days of delivery of the Product. Rubrik will replace DOA Hardware by SBD as described in Section II(ii) Product. You will return the DOA Hardware to Rubrik within 14 days of receipt of the replacement unit or will pay the purchase price for the replacement unit and all associated duties, taxes, and shipment costs.

iii. For Hardware Defects that require a Spare or replacement Product, you will return the applicable Spare or Hardware at your expense in accordance with Rubrik's instructions and RMA procedures. Upon receipt of the Defective Hardware component or Product, Rubrik will ship a Spare or repaired Product to you.

iv. Rubrik's performance of the Support Services is conditioned upon all terms, conditions and pre-requisites set forth herein and in the Policy.

II. Support Services Plan and Support Plan Add-Ons

The Premium Support Services Plan includes:

- a) Remote Technical Support: You may submit service requests via web, phone or email 24x7. Rubrik will respond to your service requests within the response times in the Response Time Table below.
- b) Spare(s) Delivery: For Defects requiring Spare replacement, Rubrik will ship out Spare(s) to you Same Business Day (SBD), if the Defect is diagnosed and ordered before the shipment cutoff time, or the following business day if diagnosed and ordered after the cutoff time. Arrival of Spare(s) at your location is subject to transit and customs processing. At Rubrik's expense, you will return the defective part within fourteen (14) days of receipt of the Spare(s) in accordance with Rubrik's instructions and RMA procedures. You will pay Rubrik's invoice for defective parts that are not returned in a timely manner.
- c) The cutoff time for Same Business Day shipment of Spares is 3:00 p.m. in your local time zone Monday through Friday, excluding major local holidays. Shipment will occur on the following business day where remote diagnosis completion and/or Spares ordering occurs after 3:00 p.m. in your local time zone (e.g., if diagnosis occurs after 3:00 p.m. on Monday, Spare ships Tuesday).
- d) Software Maintenance: During the Term, Rubrik shall make available Updates to you in accordance with the Support Services Plan in effect. Rubrik will support the current and previously released version of Software.
- e) Term for Support Services: The Term for the Support Services Plan begins on the Effective Date or the applicable renewal date and continues in effect until the end of the term for which the Support Services Plan was purchased.

Support Plan Add-Ons:

Each of the following Support Plan Add-Ons may be purchased for a separate fee:

- a) Customer Experience Manager
- b) Onsite Services
- c) Nonreturnable Drive Service

The Non-Returnable Drive (NRD) Service Offering is available for purchase on all Rubrik Hardware:

- At initial product purchase
- Upon expiration of original warranty/support period, in conjunction with the purchase of Rubrik Premium Support Services

Rubrik's Hardware Warranty, as well as Rubrik's Premium Support Services Plan includes complimentary exchange of a failed drive, provided that the failed drive is returned to Rubrik.

The NRD Service Offering permits you to keep or dispose of the failed hard disk drives (HDD) and/or failed solid state drives (SSD).

There is an annual fee per Rubrik Hardware appliance for the NRD Service Offering. This annual charge applies regardless of the number of replacement drives that are requested.

III. Additional Terms, Conditions and Pre-requisites

- a) The Support Services shall be performed by Rubrik or its authorized representatives. You agree to comply with Rubrik's reasonable instructions to enable the performance of Support Services.
- b) The Software Support Services Plan consists of both remote technical support and access to all applicable commercially available Software Updates via the Rubrik support website. Software Updates are governed by the terms of this Policy and the Agreement. Rubrik may require you to upgrade to a certain Software release in order to resolve current or prospective issues.
- c) Where you have purchased a Support Services Plan for Products that are to be installed or relocated outside of Rubrik's current geographic Support Services territory, Rubrik will use reasonable endeavors to establish Spares and part replacement Support Services close to the installation location for the Product covered by a Support Service Plan within sixty (60) days of (a) initial shipment of the applicable Product, or (b) notice from you that the Product location has changed (subject to the conditions below). If a covered Product is relocated to a geographic location in which Support Services Plan is available at a different level of service, your Support Services Plan level (and associated fees) may need to be adjusted based on local availability. Response time targets, Spares delivery times, and availability of a field

service technician may be affected until local services are established. If you move the installation location and do not notify Rubrik of such change at least sixty (60) days prior to a request for service, delivery of Spares and availability of a technician may be affected and Rubrik shall be excused from its performance under this Policy to the extent such performance has been affected by the relocation. If, after using commercially reasonable efforts, Rubrik is unable to establish Support Services sufficiently close to the installation location, Rubrik and you agree to develop a mutually agreeable Product support solution.

- d) Support Services are provided in English only.
- e) Service Quality Assurance Check: Rubrik reserves the right to perform a Service Quality Assurance Check on Product(s) if: (i) a Support Service Plan is (are) purchased after the Product purchase date, (ii) there is a lapse in Support Service(s) of more than 30 days, (iii) the Products are relocated by any party other than Rubrik or (iv) otherwise required by Rubrik or its third party service provider. You agree to permit access for the Service Quality Assurance Check and to pay the reasonable fees for performing the Service Quality Assurance Check.
- f) New Software releases may have certain features or configurations that require updated hardware to utilize new functionality available with the new Software release. You are responsible for the purchase of any new hardware required to use such Software releases.
- g) See below table for Support Services Response Time Targets:

1. Response Time Targets

Severity Description	Initial Response Time for Premium Service	Status Updates	Fix/Workaround Target
P1: Down System	30 mins	Daily until fixed or a workaround in place	Continuous effort until workaround provided or Emergency Bug Fix (EBF) created
P2: System working with reduced functionality (e.g. node offline)	2 hours	Daily until fixed or a workaround in place	2 business days
P3: Operational but system has experienced a minor issue (e.g. snapshot failure)	8 hours or next business day (depending on when the issue came in)	Every 3 days	To be determined based upon the problem/ request
P4: General question	Next business Day	To be determined based upon the problem/request	To be determined based upon the problem/ request

EXHIBIT B to EXHIBIT 1

Rubrik End of Product Life Cycle Policy

This end of product life cycle policy (“EOL Policy”) is effective as of July 1, 2016, and supersedes all previous product life cycle policies.

Products reach the end of their life cycle for a number of reasons. These reasons may be due to market demands, technology innovation, or the products mature over time and are replaced by better technology. This EOL Policy is designed to assist Customers to better manage their infrastructure transitions as Products approach the end of their lifecycle.

This EOL Policy does not apply to Products that are already subject to an End of Software/Maintenance Life and/or End of Sale announcement made prior to the effective date.

1. Definitions:

a) End of Sale (“EOS”): The date that Rubrik discontinues selling and shipping the hardware platform. For purposes of this EOL Policy, “hardware platform” means all of the Hardware and none of the Software Rubrik provides to the Customer in a Product.

b) End of Feature Support: The date that Rubrik discontinues providing Upgrades for the hardware platform which is 3 years after EOS.

c) End of Maintenance Support: The date that Rubrik discontinues providing Support Services under a Support Services Plan for the hardware platform Rubrik has discontinued selling and shipping which is 5 years from EOS. (Note that, under the Support Services Plan, Rubrik supports the current and previously released version of the Software.)

d) End of Service Life: The date that Rubrik discontinues providing Support Services for a Product (including support for Hardware and/or Software).

All other capitalized terms not defined above are defined in Section 1 of the Product Warranty and Support Services Policy.

2. Notifications. Rubrik will use commercially reasonable efforts to provide EOS, , End Of Feature Support, End of Maintenance Support and End of Service Life notifications at least 6 months prior to the EOS. It is the Customer’s responsibility to stay informed of notifications regarding a Product’s life cycle.

3. Products without a Support Services Plan. For affected Products without a Support Services Plan on EOS, Rubrik will use commercially reasonable efforts to make the Product Warranty Support Services available for the remainder of the applicable Product Warranty Term.

4. Products under Support Services Plan. For affected Products under a Support Services Plan on the EOS, the following terms shall apply:

a) Rubrik shall make available Support Services for the affected Products until the End of Service Life.

b) The End of Service Life is five (5) years from the EOS. Customer may renew its Support Service Plan after the EOS, provided the Term of such renewal does not exceed the End of Service Life.

5. Additional Guidelines.

a) Customer will need to ensure that its Support Services Plan is current. Please contact Rubrik Support regarding fees payable during any notification periods so that Rubrik can provide Support Services through the End of Service Life.

b) Support Services Plan for affected Products that has not been renewed or has lapsed after twelve (12) months of purchase date are not renewable.

c) Upgrades are made available to Customers under a Support Services Plan. There may be a charge or fee for Upgrades.

EXHIBIT 2

Rubrik Go Hardware Refresh Policy

Upon renewal of the Rubrik Go subscription ("Rubrik Go Subscription") for a 3-year term commitment, Rubrik Go customers using Rubrik hardware are entitled to receive a hardware refresh to the new, then-current Rubrik hardware of same capacity (hard disk drive and solid-state drive) at no additional cost. Any additional capacity is subject to additional fees.

Following renewal, the customer is required to refresh to new Rubrik hardware prior to the End of Feature Support Date on their current Rubrik appliance. Upon receipt of the new hardware, the customer must migrate the data from their current hardware to the new hardware within 90 days. Failure to migrate might result in the customer becoming ineligible for new Software Features (if the migration does not occur prior to End of Feature Support date for the appliance), or for Support (if the migration does not occur prior to End of Support date for the appliance). Customers must decommission their current hardware after data migration.

Customers who do not wish to renew for a 3-year term will have the option to extend their existing Rubrik Go Subscription on an annual basis, up until End of Feature Support Date on their current Rubrik appliance ("Extension Term"). During the Extension Term, customers are not eligible for hardware refresh. If a customer renews into a 3-year Rubrik Go Subscription at the end of the Extension Term, they are entitled to receive a Rubrik hardware refresh at no additional cost.

For the avoidance of doubt, the hardware refresh discussed above only applies to customers using Rubrik hardware and not third party hardware. If a customer purchased a subscription license to use Rubrik Software on Rubrik-approved third-party hardware (the "Original Hardware"), a customer has the right to transfer such Software to other Rubrik-approved third-party hardware that is produced by the same vendor and of the same or lesser capacity as the Original Hardware, provided that upon such transfer the customer shall cease all use of the Software on the Original Hardware. The customer must inform Rubrik in writing of any such transfer. If a customer wishes to transfer the Software to new hardware with more capacity than the Original Hardware, the customer must purchase an appropriate additional Software license.

If a customer does not renew or extend their Rubrik Go Subscription at the end of the term, the customer is allowed to keep the Rubrik hardware but loses entitlement to all software features except for recovery.

EXHIBIT 3

SAAS SERVICES TERMS

If you have acquired a license to the SaaS Services, the following additional terms (“Terms”) will apply solely to the provision of the SaaS Services. In the event of a conflict between the terms of the Agreement and these Terms, these Terms will control. Unless defined herein, capitalized terms are defined in the Agreement.

1. DEFINITIONS

1. 1.1 “Capacity” means the total amount of data that will be managed by the SaaS Services.
2. 1.2 “Company Data” means the data used in conjunction with the SaaS Services.
3. 1.3 “Authorized Users” means employees, representatives, consultants, contractors, or agents who are authorized to access the SaaS Services by you in order to manage the data or accounts as specified in the applicable Order.

2. ACCESS TO SAAS SERVICES.

2.1 Access Grant. Subject to these Terms and the terms of the Agreement during the Term, Rubrik grants you the right to access and use the SaaS Services either: (i) for the specified number of Authorized Users; or (ii) up to the Capacity, solely for your internal business purposes, and as further outlined in the applicable Order.

2.2 Passwords. As part of the registration process, you and your Authorized Users may be required to select user names and passwords for access and use of the SaaS Services. You are solely responsible and liable for maintaining the confidentiality of all usernames and passwords and any unauthorized use of any passwords or access to the SaaS Services. You will notify Rubrik immediately if you have any reason to believe the security of your account has been compromised or there has been actual or attempted unauthorized access or use of the SaaS Services and you will use all reasonable efforts to stop such unauthorized use and access and will assist in any investigation, remediation, reporting or notification. You acknowledge that the SaaS Services are designed with capabilities for you and your Authorized Users to access the SaaS Services without regard to geographic location and permit the transfer or movement of data to various devices. You are solely responsible for the authorization and management of your Authorized User accounts across geographic locations and you agree to comply with all applicable export control laws and regulations.

3. ACCEPTABLE USE OF THE SAAS SERVICES. In addition to the terms set forth in Section 3 of the Agreement, during the Term you agree that you and your Authorized Users will not:

- interrupt, or attempt to interrupt, violate, breach or compromise the operation or security of the SaaS Services is provided or any networks or systems;
- use the SaaS Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene;
- use the SaaS Services in a manner that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity;
- perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or penetration testing of the SaaS Services;
- take any action that imposes, or may impose an unreasonable or disproportionately large load on the SaaS Services infrastructure or otherwise be disruptive; or,
- upload, post, use or otherwise make available any content that contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment.

4. POST TERMINATION OBLIGATIONS. Upon the termination of the Agreement or expiration of the Term, you will have no further rights to access the SaaS Services hereunder. Following such expiration or termination, and for a period of thirty (30) days thereafter, and subject to your prior written request, Rubrik will allow you limited access to retrieve any Company Data remaining on the SaaS Services. After such thirty (30) day period, you will have no further rights to access the SaaS Services

5. WARRANTY.

5.1 Performance Warranty. Rubrik warrants to you during the Term (“SaaS Services Warranty Period”), the SaaS Services will conform in all material respects to the applicable Documentation (“SaaS Services Warranty”). Rubrik's sole obligation under this SaaS Services Warranty, and your exclusive remedy, is to use commercially reasonable efforts to correct the SaaS Services during the SaaS Services Warranty Period such that the SaaS Services complies with the foregoing warranty. Your obligation is to provide all information reasonably requested to enable Rubrik to cure the deficiencies. If Rubrik is not able to correct deficiencies in the SaaS Services such that it complies with the foregoing warranty, Rubrik will refund to the authorized distributor the applicable fees paid covering the period from the date of refund through the conclusion of the period of prepayment. In the event of a refund in accordance with the foregoing, your right to use the SaaS Services for which fees were refunded terminates. The SaaS Services Warranty does not apply to any SaaS Services that is: (a) installed, operated, maintained, stored or used improperly, or in any manner not in accordance with the Documentation, the Policy, this Agreement or Rubrik's written instructions; or (b) repaired, altered or modified other than by Rubrik or its authorized service provider.

5.2 Service Level Agreement. The SaaS Services will meet the service level standard as set forth in the Service Level Agreement attached hereto as Exhibit A (“Service Level Standard”). The Service Level Standard is Rubrik's sole obligation and your sole remedy for any failure to meet the Service Level Standard.

5.3 By You. You represent and warrant that you are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness of all Company Data.

Exhibit A to EXHIBIT 3
SERVICE LEVEL AGREEMENT

1. Service Level Standard: Subject to the following terms and conditions, during the Term, Rubrik, will use commercially reasonable efforts to ensure consistent site availability for the SaaS Services over any calendar month during the Term.
2. Monitoring and Reporting of Service Level Standard: Rubrik will use commercially reasonable efforts for you to receive uninterrupted and continuing service throughout the Term. Rubrik may need to carry out routine maintenance or urgent maintenance on the SaaS Services or the SaaS Services may become unavailable for reasons not within Rubrik's control. In such cases, Rubrik will use commercially reasonable efforts to inform you of any downtime and restore the SaaS Services as soon as reasonably practicable. Any Authorized User may report an availability issue by submitting service requests via web, phone, or email 24x7x52.
3. Availability and Downtime. Rubrik will use commercially reasonable efforts to maintain availability of the SaaS Services 24 hours per day, 7 days per week. Rubrik will utilize commercially reasonable practices, including redundancy, fail-over and backup practices to provide the SaaS Services with no unplanned interruptions of SaaS Services and to prevent loss of Company Data. However, scheduled and unscheduled interruptions may occur. Rubrik does not warrant or guarantee uninterrupted availability.
4. Suspension of Access to SaaS Services. Rubrik may also impose temporary limits on certain features and services or temporarily restrict your access to parts of the SaaS Services for maintenance, support or system administration purposes without notice or liability
5. Exceptions to Service Level Standard: It is understood that, to the extent any failure to achieve the Service Level Standard is caused by one or more of the following, Rubrik will have no responsibility for such failure:
 - a. Delays, delivery failures, connectivity issues, or other problems resulting from the use of the Internet by any Authorized User.
 - b. Delays, delivery failures, data flow restrictions, or other problems resulting from a third-party data source or their sources as utilized in the SaaS Services that are outside of Rubrik's control and cannot reasonably be corrected by Rubrik.
 - c. Regularly scheduled maintenance and downtime.
 - d. Improper or unauthorized use, or misuse of the SaaS Services by you or your Authorized Users, including but not limited to those cases contemplated by these Terms as well as the then in effect terms of service.
 - e. Issues arising from: (i) modification of the SaaS Services by you, or anyone other than Rubrik; or (ii) combination, operation or use of the SaaS Services with other software, hardware or technology not provided by Rubrik.