



Polaris for Microsoft 365 Protection Proof of Concept Agreement

YOU, AS THE “CUSTOMER,” AGREE THESE TERMS GOVERN YOUR USE OF THE PRODUCT FOR A PROOF OF CONCEPT. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, DO NOT USE THE PRODUCT. YOU ALSO AGREE THAT IF YOU ARE THE REPRESENTATIVE OF ANY CORPORATION, ENTITY OR INDIVIDUAL, YOU ARE AUTHORIZED BY SUCH CORPORATION, ENTITY OR INDIVIDUAL TO ENTER INTO A LEGAL AGREEMENT. THIS AGREEMENT IS EFFECTIVE THE DATE YOU ACCEPT THIS AGREEMENT BY CLICKING ON THE “I AGREE” BUTTON. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR ARE NOT AUTHORIZED, YOU ARE NOT PERMITTED TO USE THE PRODUCT.

1. Product. Subject to this Agreement, during the Term, Rubrik grants Customer a personal, non-exclusive license to use the Polaris (“**Product**”) for Microsoft 365 protection SaaS service provided to Customer by Rubrik under the terms of this Agreement to determine if the Product meets the goals stated in Section 2 (the “**POC**”), which is attached hereto and incorporated by this reference. Customer agrees that the POC is subject to the following:

- a) The Product shall be used solely for internal testing and evaluation purposes against the goals;
- b) Customer will evaluate the Product only in a non-production environment using only non-production data. If Customer elects to conduct the POC using production data and/or in a production environment, Customer assumes all risk in doing so, and Rubrik shall have no liability with regard to any production use by Customer, including but not limited to any loss or corruption of Customer data;
- c) Customer’s use of the Product must be in accordance with all applicable laws and regulations, including, but not limited to, those regarding export and data privacy; and
- d) Customer will defend, indemnify and hold Rubrik harmless from and against any and all claims brought against Rubrik by a third party alleging a violation of a third party’s rights arising from Customer’s provision or use of the POC and/or Customer’s data.

2. Goals. The goals of the POC are to demonstrate the following with respect to the Product:

- a) Validate ease of set-up and use.
- b) Validate quick and easy recovery of granular files/emails/messages across the Microsoft 365 suite.
- c) Validate and report compliance of all protected objects.

3. Ownership. Rubrik retains ownership of the Product, all copies, upgrades, updates and derivatives thereof. Customer will not and will not permit any third party to reproduce or modify the Product, reverse engineer the Product or otherwise attempt to discover any source code or underlying Confidential Information (as defined below) therein.

4. Confidentiality. “**Confidential Information**” means information, in any form or format, marked confidential, identified as Confidential Information at the time of disclosure or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Confidential Information includes, but is not limited to, the Product and related documentation, benchmarks, pricing and roadmaps. Recipient will use at least commercially reasonable efforts to maintain the confidentiality of the discloser’s Confidential Information, agrees to use Confidential Information only for purposes consistent with this Agreement and will notify discloser promptly of any unauthorized use or disclosure of Confidential Information. Confidential Information may be disclosed and used by recipient’s employees, partners, contractors, professional advisors and third parties having a need to know and who are under a similar obligation of confidentiality.

5. Feedback. Customer may from time to time provide voluntary suggestions, comments for enhancements or functionality or other feedback to Rubrik with respect to the enhancements or functionality or other feedback (“**Feedback**”) with respect to the Product. Rubrik may use any Feedback as it sees fit without obligation or restriction of any kind, other than its obligations of confidentiality.

6. Term; Termination. The POC begins on the date the Product is made available to Customer and ends thirty (30) days later (“**Term**”) unless earlier terminated. Either party may terminate this Agreement by written notice to the other party. Upon expiration or termination of this Agreement, Customer’s right of use of the Product ends and

Rubrik will decommission the instance of the Product. Sections 3, 4, 5, 6, 7, 8 and 9 survive expiration or termination of this Agreement.

7. Warranty Disclaimer; Limitation of Liability. THE RUBRIK PRODUCT IS PROVIDED “AS-IS.” RUBRIK, ITS SUPPLIERS AND LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RUBRIK, ITS SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY OF ANY TYPE UNDER ANY LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE PRODUCTS AND POC UNDER THIS AGREEMENT, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE RUBRIK’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE POC, THE PRODUCT AND THIS AGREEMENT IS US\$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER SHALL NOT USE THE FREE TRIAL SERVICE IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF THE POC. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER’S FREE TRIAL SERVICE ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE POC.

8. General. Neither party will assign or transfer this Agreement without the other party’s prior written consent, except to a successor to all or substantially all of such party’s assets or business; any attempted assignment or transfer in violation of the foregoing shall be void and without effect. This Agreement is governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions. The prevailing party in any claim or cause of action arising from or relating to this Agreement is entitled to be awarded its costs and reasonable attorneys’ fees. Each right and remedy herein is in addition to any other right or remedy at law or in equity. Customer and Rubrik agree that any breach or threatened breach of this Agreement may cause the other party irreparable damage for which it may have no adequate remedy at law; in which case, a party is entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond. If any provision of this Agreement is held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable. The failure of a party to enforce its rights hereunder will not be construed as a waiver of such rights. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties as to its subject matter are superseded. Any modifications of this Agreement must be in writing and signed by both parties.