



## RUBRIK, INC. END OF PRODUCT LIFE CYCLE POLICY

This Rubrik End of Product Life Cycle Policy (“**EoL Policy**”) contains the applicable terms and conditions for the Product life cycle and forms part of the Rubrik End User License Agreement, or equivalent agreement between Customer and Rubrik governing Customer’s use of Rubrik Products (“**Agreement**”). All capitalized terms not defined herein are as defined in the Agreement.

### 1. **DEFINITIONS.**

- 1.1 “**End of Sale (EOS)**” means the date that Rubrik discontinues selling and shipping the Hardware (expressly excluding Software).
- 1.2 “**End of Feature Support**” means the date that Rubrik discontinues providing Upgrades for the Hardware, which is three (3) years after EOS.
- 1.3 “**End of Maintenance Support**” means the date that Rubrik discontinues providing Support Services under the Policy for the Hardware Rubrik has discontinued selling and shipping, which is five (5) years from EOS. Under the Support Services Plan, Rubrik supports the current and previously released version of the Software.
- 1.4 “**End of Service Life**” The date that Rubrik discontinues providing Support Services for a Product (including support for Hardware and/or Software).

2. **SCOPE.** 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.

3. **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 six (6) months prior to the EOS. Customer is responsible for staying informed of notifications regarding a Product’s life cycle.

4. **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 Support Services available for the remainder of the applicable Warranty Period.

5. **PRODUCTS UNDER SUPPORT SERVICES PLAN.** For affected Products under a Support Services Plan on the EOS Rubrik shall make available Support Services for the affected Products until the End of Service Life. 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.

6. **ADDITIONAL GUIDELINES.** Customer shall ensure that its Support Services Plan is current. Customer may contact Rubrik Support regarding fees payable during any notification periods to discuss the provision of Support Services through the End of Service Life. Support Services Plans for affected Products that have not been renewed or have lapsed after twelve (12) months of purchase date are not renewable. Upgrades are made available to Customers under a Support Services Plan, which may be chargeable.