



## RUBRIK, INC. HARDWARE REFRESH POLICY

This Hardware Refresh Policy forms part of and is incorporated into 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. This Hardware Refresh Policy contains the terms and conditions applicable to a Hardware refresh and applies to Hardware (expressly excluding third-party hardware) if Customer: (i) has purchased a 'Rubrik Go' subscription for a minimum of a three (3) year term; (ii) is participating in any variation of a Hardware refresh program as offered by Rubrik from time to time; or (iii) is granted a one-off exception for a Hardware refresh as determined by Rubrik in its sole discretion (each a "**Qualifying Subscription**").
2. If, no later than 30 days after the expiration of the initial Term of a Qualifying Subscription (or any renewal thereof), Customer renews their Qualifying Subscription for at least a 3-year term, subject to general availability, Customer is entitled to receive a Hardware refresh to new Hardware of the same capacity as Customer's previous Hardware (hard disk drive and solid-state drive) at no additional cost ("**Refresh Hardware**"). Any additional capacity is subject to additional fees.
3. Within the time period set forth in the Agreement, Customer must: (i) migrate their data from the existing Hardware to the Refresh Hardware; (ii) remove all data and uninstall all Software from the existing Hardware; and (iii) decommission and cease all use of the existing Hardware. Failure to migrate the data might result in Customer becoming ineligible for new Software features or Support Services. Rubrik will not accept returns of the decommissioned Hardware and Customer must not transfer the Software to any third party.
4. On a case by case basis and at Rubrik's sole discretion, Rubrik may agree to take possession of Customer's decommissioned Hardware, provided that upon return of the decommissioned Hardware all title, rights, and ownership Customer may have in the decommissioned Hardware shall transfer from Customer to Rubrik and Customer waives all rights and title to such decommissioned Hardware. If Rubrik accepts return of the decommissioned Hardware, Customer shall be responsible for erasing Customer's data from the Hardware before it is returned and Customer acknowledges that any data remaining on the Hardware returned to Rubrik may be disposed of or destroyed by or on behalf of Rubrik without any liability to Rubrik.
5. If Customer does not renew their Qualifying Subscription at the end of the Term, Customer may keep the Hardware but loses entitlement to all Software features, however, Customer data will remain on the Hardware for archival purposes.