RUBRIK, INC. HARDWARE SUPPORT POLICY AND MANUFACTURER WARRANTY

This Rubrik Hardware Support Policy ("**Policy**") and Manufacturer Warranty contains the applicable terms and conditions of the Manufacturer Warranty and Support Services (defined below) under an active post-sale Support Services Plan, and forms part of the agreement between Rubrik and Customer governing Customer's use of the Rubrik Service or Software and Hardware ("**Agreement**"). All capitalized terms not defined herein are as defined in the Agreement.

1. DEFINITIONS.

1.1. "**Defect**" means a failure of the Hardware to conform in all material respects to the applicable Documentation.

1.2. "**Hardware**" means only hardware which is branded with the Rubrik logo and excludes all other hardware.

1.3. "**Remote Support Request**" means a service request Customer may submit to Rubrik via the web, telephone or email.

1.4. "**Support Services Effective Date**" means the date that the Support Services was made available to the Customer.

1.5. "**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 and replacement parts.

1.6. "**Support Services**" means the support services for the Hardware as more fully described in Section 4 below and which are provided by Rubrik or its subcontractor(s) or are available on Rubrik's support website.

1.7. "**Support Services Plan**" means the level of Support Services as more fully described in Section 7 of this Policy for which Customer has paid the applicable Support Services fee(s).

2. SCOPE. This Policy applies, and Rubrik will provide Support Services and facilitate Customer's manufacturer warranty claims for Hardware, as described in Section 3 (Manufacturer Warranty), only if Customer has purchased a post-sale Support Services Plan for the Hardware. If Customer has not purchased a post-sale Support Services Plan for the Hardware, Customer will not receive any Support Services described in this Policy from Rubrik and Rubrik will not facilitate any hardware warranty claims and instead Customer must contact the applicable reseller or hardware manufacturer for all support and warranty claims.

3. MANUFACTURER WARRANTY.

3.1 The Rubrik brand is licensed by Rubrik to certain third-party hardware manufacturers who manufacture and sell Hardware ("**Manufacturer**"). Rubrik does not own, manufacture, sell, lease, license, supply, indemnify, warrant, or support Hardware. If Customer purchases a post-sale Support Services entitlement from Rubrik (or its authorized reseller) for the Hardware, then Support Services for the Hardware will be provided by Rubrik in accordance with this Policy and Rubrik will facilitate Customer's warranty claim under the Manufacturer warranty described in this Section 3. If Customer does not purchase a post-sale Support Services entitlement for the Hardware, the following warranty will be provided by Manufacturer rather than Rubrik and Customer must contact its applicable reseller to facilitate any warranty claims.

3.2 **Hardware Warranty.** Manufacturer warrants to Customer, for one (1) year from the date of shipment of the Hardware ("**Hardware Warranty Period**"), that the Hardware will conform in all material respects to the applicable Documentation ("**Hardware Warranty**"). The foregoing warranty only applies if Customer has purchased Hardware (and excludes all third-party hardware).

3.3 **Remedy.** Manufacturer's sole obligation under the Hardware Warranty, and Customer's exclusive remedy, is to use commercially reasonable efforts to repair or replace non-conforming Hardware, provided that Customer promptly notifies Rubrik or Manufacturer of such non-conformance during the applicable Hardware Warranty Period. Prior to returning any Hardware for warranty-related claims, Customer must obtain Rubrik or Manufacturer's prior written authorization and comply with Manufacturer or Rubrik's RMA Procedures and instructions. Any Hardware that is repaired or replaced under this Hardware Warranty shall be covered for the remaining unexpired term of the Hardware Warranty Period for the original Hardware, or thirty (30) calendar days after re-delivery, whichever is longer.

3.4 **Hardware Warranty Support Services Availability.** During the Hardware Warranty Period, Customer may submit service requests via web, telephone or email 24x7. Rubrik or Manufacturer will use commercially reasonable efforts to respond to Customer's service requests within the response times in the Response Time Targets table in Section 9 of this Policy.

3.5 **Terms and Exclusions.** The Hardware Warranty does not apply to any Hardware: (i) returned without Rubrik's or Manufacturer's prior written authorization pursuant to Section 3.3 of this Policy; (ii) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accordance with the Documentation, the Policy, or Rubrik's or Manufacturer's written instructions or recommendations; (iii) repaired, altered or modified other than by Manufacturer, Rubrik, or its authorized service provider; or (iv) where the Hardware Warranty Period has expired. Additional charges may apply for support provided outside the applicable Hardware Warranty Period or for excluded repairs or error corrections to the extent not otherwise covered under the Hardware Warranty or, if applicable, the Support Services Plan purchased for such Hardware.

3.6 Hardware Warranty claims must be made within the Hardware Warranty Period. "Dead on Arrival" Hardware ("**DOA Hardware**") must be reported to Rubrik or Manufacturer within thirty (30) calendar days of delivery of the Hardware. Rubrik or Manufacturer will ship a replacement for DOA Hardware on the same business day pursuant to Section 7.2 of this Policy. Customer will return the DOA Hardware to Rubrik or Manufacturer, as instructed, within fourteen (14) calendar days of receipt of the replacement Hardware or will pay the purchase price for the replacement Hardware and all associated duties, taxes, and shipment costs.

3.7 For Hardware Defects that require a Spare or replacement Hardware, return and replacement terms are as set forth in the applicable Support Services Plan.

4. SUPPORT SERVICES. Rubrik will provide the Support Services to Customer in accordance with this Policy, provided Customer: (i) is in compliance with the terms of this Policy; (ii) has paid all applicable fees due; (iii) has a current Support Services Plan; and (iv) Customer's use of the Hardware is in conformance with the Documentation. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter. This Policy, and the Support Services Plans 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 Customer during the then-current Support Term. Rubrik will use reasonable efforts to notify Customer of any changes to this Policy at least thirty (30) calendar days prior to the effective date of such change. Customer is deemed to have accepted the changes specified in such notice, unless Customer objects to any material changes in the notice, in which case Customer has ten (10) days to notify Rubrik of Customer's objection. If Customer objects to the changes in the notice, the prior version of this Policy shall apply through expiration of the then-current Support Term. Support Services are provided in English only.

5. PRODUCT LIFE CYCLE. This Policy is subject to the Product Life Cycle Policy available at https://www.rubrik.com/en/legal.

6. SUPPORT SERVICES TERMS AND CONDITIONS.

6.1. **Support Term.** The Support Services commence on the Support Services Effective Date and remain in effect for the initial term of Support Services as specified in an applicable Order, including any renewal thereof ("**Support Term**").

6.2. **Renewal of Support Services Plan; Reinstatement.** Subject to payment of the applicable fees under a renewal Order, the Support Services Plan shall renew for the period set forth in the Order. If Customer does not renew the Support Services Plan prior to the expiration of the Support Term ("**Lapse**"), Support Services may subsequently be renewed by Customer in Rubrik's sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapse: (i) the renewal Support Term shall commence on the date of expiration or termination of the prior Support Term; and (ii) Rubrik reserves the right, in its sole discretion, to charge a reinstatement fee to bring the Hardware to a supportable state, as determined by the Service Quality Assurance Check described in Section 6.9 below. For the avoidance of doubt, no Support Services Plan may be purchased if: (i) Customer did not initially purchase a Support Services Plan and more than twelve (12) months have elapsed since the purchase date of the Hardware; or (ii) more than twelve (12) months have elapsed since the prior Support Services Plan expired or was terminated in accordance with Section 6.3 of this Policy.

6.3. **Termination.** Rubrik may suspend or terminate a Support Services Plan if the Agreement is terminated in accordance with its terms, or for Customer's material breach of this Policy, including but not limited to non-payment of applicable fees.

6.4. **Notification of Defects.** If Customer believes that there is a Defect in the Hardware, Customer will: (i) promptly notify Rubrik, providing sufficient detail for Rubrik to identify the Defect; (ii) upon request, provide Rubrik with remote access, all relevant and necessary data files, software or any other relevant material; and (iii) 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.

6.5. **Information and Cooperation.** To receive Support Services, Customer must provide Rubrik with the location and configuration of the applicable Hardware, and such other information, cooperation, and assistance as is reasonably required by Rubrik in order to provide the Support Services. Customer is solely responsible for providing a stable environment for all systems and networks designed to ensure successful backups (and all software, data and other information contained therein).

6.6. **Excluded Services.** Notwithstanding anything to the contrary in this Policy, Rubrik shall have no obligation to provide: (i) Support Services or replacement(s) for Defects or resolution of problems caused by accident, abuse, misuse, third-party product(s), a power surge, power failure or other Force Majeure event, any unauthorized disassembly, repair or modification, or any failure to maintain and use the Hardware in a manner consistent with the Documentation and written instructions from Rubrik; (ii) support or replacement of Hardware that Rubrik determines in its reasonable discretion does not have a Defect; (iii) third-party products required to operate the Hardware; (iv) 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; (v) Support for or replacement of any Hardware in which the Hardware or parts have been replaced with any third-party product; or (vi) consumable parts (e.g. batteries, bulbs). Customer will be responsible for charges on a time and materials basis for Support Services provided as a result of any of the foregoing.

6.7. **Spare(s).** Customer shall only use Spares provided by Rubrik or the Manufacturer (as applicable). For Hardware Defects that require Spare or replacement Hardware, Customer will return the defective Hardware or Hardware component in accordance with Rubrik's instructions and RMA Procedures. Customer shall package and ship the parts replaced with the Spare(s) to Rubrik within fourteen (14) calendar days from the date of receipt of the Spare(s) or replacement Hardware, and Rubrik or its authorized reseller may invoice Customer for such parts that are not promptly returned within such timeframe.

6.8. Where Customer has purchased a Support Services Plan for Hardware that is to be installed or relocated outside of Rubrik's then-current geographic Support Services territory ("**Territory**"), Customer will contact Rubrik to discuss Rubrik's then-current Spares coverage model, to assess whether such Hardware will be supported outside of the Territory. If the Hardware (for which Support Services have been purchased) is relocated to a geographic location in which the Support Services Plan is available at a different level of service, Customer's Support Services Plan may need to be adjusted (which may include associated fees) based on local availability. Response time targets, Spares delivery times, and availability of a field service technician may be affected. Regardless of whether the Hardware is relocated inside or outside of the Territory, if Customer moves the installation location and does not notify Rubrik of such change at least sixty (60) days prior to a request for service, delivery of Spares and replacements 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.

6.9. **Service Quality Assurance Check.** "**Service Quality Assurance Check**" means Rubrik's examination of Hardware to confirm that its condition is eligible to receive Support Services. Rubrik reserves the right to perform a Service Quality Assurance Check if: (i) a Support Service Plan is not purchased at the time the Hardware is purchased; (ii) there is a lapse in Support Service(s) of more than thirty (30) days; (iii) the Hardware is relocated by any party other than Rubrik; or (iv) as otherwise required by Rubrik or its third-party service provider if there is reason to believe the Hardware has been damaged. Customer agrees to permit access for the Service Quality Assurance Check and to pay the reasonable fees for the Service Quality Assurance Check.

7. SUPPORT SERVICES PLANS.

7.1. **Premium Support Services Plan.** The Premium Support Services Plan includes 24x7 Remote Technical Support. Customer may submit Remote Support Requests at any time, 24x7. Rubrik will respond to Customer's Remote Support Requests pursuant to the Response Time Targets table in Section 9 below. For Defects requiring Spare replacement, Rubrik will ship Spare(s) to Customer the same business day if the Defect is diagnosed and ordered before the Cut-off Time (as defined below), or the following business day if diagnosed and ordered after the Cut-off Time. For Hardware for which an End of Sale announcement has been made, additional time may be required for Spare(s)

delivery. Arrival of Spare(s) at Customer's location is subject to transit and customs processing. At Rubrik's expense, Customer will return the defective part within fourteen (14) days of receipt of the Spare(s) in accordance with Rubrik's instructions and RMA Procedures. Customer will pay Rubrik's invoice for defective parts that are not returned in a timely manner. The cut-off time for same business day shipment of Spares is 3:00 p.m. in Customer's local time zone Monday through Friday, excluding major local holidays ("**Cut-off Time**").

7.2. **Basic Support Services Plan.** The Basic Support Services Plan includes all elements of the Premium Support Services Plan as set out at Section 7.1 above, except that: (i) Rubrik will respond to Remote Support Requests during Customer's business hours (meaning Monday to Friday between the hours of 8:00am and 8:00pm in Customer's local time zone) pursuant to the 'Basic Support' column in the Response Time Targets table in Section 9 below; and (ii) Rubrik will respond to up to three (3) Remote Support Requests per year outside of Customer's business hours.

8. SUPPORT SERVICES PLAN ADD-ONS.

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

i. Customer Experience Manager.

ii. Non-returnable Drive Service ("**NRD**"). NRD is available for purchase on all Hardware either (i) at initial Hardware purchase; or (ii) upon the expiration of the Hardware Warranty Period provided that Customer has an active Support Services Plan for the Hardware. The NRD permits Customer to keep or dispose of the failed hard disk drives and/or failed solid state drives. There is an annual fee per Hardware appliance for the NRD which applies regardless of the number of replacement drives that are requested. For the avoidance of doubt, the Hardware Warranty, as well as the Premium Support Services Plan includes complimentary exchange of a failed drive, provided that the failed drive is returned to Rubrik.

9. RESPONSE TIME TARGETS.

Severity Description	PREMIUM SUPPORT Initial Target Response Time (*24x7*)	BASIC SUPPORT Initial Target Response Time (*only during Customer Business Hours*)	Status Updates Target	Fix/Workaround Target
P1: Down system	30 mins	30 mins	Daily until fixed or a workaround in place	Continuous effort until workaround provided
P2: System working with reduced functionality (e.g. node offline)	2 hours	2 hours	Daily until fixed or a workaround in place	To be determined based upon the problem/request
P3: Operational but system has experienced a minor issue (e.g. snapshot failure)	8 hours or next business day *(if the issue is raised after 6pm Customer's local time)*	8 hours or next business day *(if the issue is raised after 6pm Customer's local time)*	Every 3 days	To be determined based upon the problem/request
P4: General question	Next business day	Next business day	To be determined based upon the problem/request	To be determined based upon the problem/request

Response Time Targets and Fix/Workaround Targets are subject to the exclusions listed in Section 6.6 above.