

**Polaris Microsoft 365 Protection
Promotional Terms and Conditions:**

1. During the Promotion Period, if an Eligible Customer submits a purchase order for Eligible Products to a Rubrik-authorized reseller, Rubrik will provide one free user license to Rubrik's Polaris Microsoft 365 Protection ("Polaris M365") for each user license to Polaris M365 that such Eligible Customer purchases at no additional charge (the "Promotion");
2. "Eligible Customers" are customers that: (i) either (a) have never purchased Rubrik products in the past and are currently purchasing over \$200,000.00 USD of Rubrik's products or (b) are existing Rubrik customers; (ii) are not prohibited from participating in this Promotion by law or internal policy; and (iii) are the ultimate end user of the Eligible Products and purchasing for internal business purposes only;
3. "Eligible Products" are licenses to Polaris M365.
4. This Promotion is only available and valid beginning 8:00am PDT November 19, 2020 and ending at 11:59pm PST January 31, 2020 ("Promotion Period");
5. This Promotion cannot be combined with any other promotion that is offered by Rubrik or a Rubrik-authorized Reseller;
6. All other Rubrik products, professional services, and support services for the Eligible Products are sold separately and are not included in the Promotion;
7. This Promotion is only available for purchases of Eligible Products by Eligible Customers which are submitted through a participating Rubrik-authorized reseller. While Rubrik may offer promotional hardware to its distributors, all participating Rubrik-authorized resellers will unilaterally determine the resale price of the Eligible Products in their sole discretion;
8. This Promotion is void where prohibited and is subject to all applicable federal, state and local laws, rules and regulations;
9. By participating in this Promotion, Eligible Customers agree to be fully and unconditionally bound by: (i) these Promotional Terms and Conditions; (ii) the terms and conditions set forth at: <https://www.rubrik.com/content/dam/rubrik/en/resources/policy/rubrik-eula.pdf> which govern the use of the Eligible Products; and (iii) the decisions of Rubrik related to this Promotion;
10. This Promotion may be terminated, suspended or modified, in whole or in part, in Rubrik's sole discretion. Eligible Customers agree to waive any right to claim ambiguity in the Promotion or these Promotional Terms and Conditions. Rubrik reserves the right in its sole discretion to disqualify any customer who is found to be ineligible or acting in violation of these Promotional Terms and Conditions;
11. Disputes regarding these Promotional Terms and Conditions and/or the Promotion will be governed by the internal laws of the State of California. Decisions of Rubrik are binding and final. No claimant in any dispute involving Rubrik or this Promotion shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Rubrik's failure to enforce any provision in these Promotional Terms and Conditions shall not constitute a waiver of that provision.