



RUBRIK, INC. ACCEPTABLE USE POLICY FOR SAAS SERVICES

This Rubrik Acceptable Use Policy (“**AUP**”) governs Customer’s use of the SaaS Services 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.

Customer agrees that it will not:

- interrupt, or attempt to interrupt, violate, breach or compromise the operation or security of the SaaS Services or any networks or systems;
- use the SaaS Services to harass any person, cause damage or injury to any person or property or the environment, or publish any material that is false, defamatory, harassing or obscene;
- use the SaaS Services to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (“spam”);
- use the SaaS Services in any manner that may be unlawful or gives rise to civil or criminal liability, or in violation of any export law or regulation;
- use the SaaS Services in a manner that violates or infringes upon the intellectual property, privacy or publicity rights of any person or entity;
- perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or penetration testing of the SaaS Services, or otherwise disable, interfere with or circumvent any aspect of the SaaS Services;
- take any action that may disrupt or is likely to damage, disable, overburden the SaaS Services infrastructure;
- upload, use or otherwise make available any Customer data that contains viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; or
- use the SaaS Services to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- use the SaaS Services except in conformance with the allocations and amounts subscribed to in the applicable Order.