

## RUBRIK HARDWARE WARRANTY AND PRODUCT SUPPORT SERVICES POLICY

This Rubrik Hardware Warranty and Product Support Services Policy ("**Policy**") contains the exclusive terms and conditions of the Hardware Warranty, and the terms applicable to Support Services, which are provided in accordance with the Rubrik End User License Agreement, or similar agreement between you and Rubrik ("**Agreement**"). All capitalized terms not defined herein are as defined in the Agreement.

**Scope.** This Policy applies to all Support Services (as defined below) for Rubrik Products purchased by you or provided to you in accordance with the Agreement. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter. This Policy, including the Support Services Plan, is subject to the End of Product Life Cycle Policy available at <https://www.rubrik.com/content/dam/rubrik/en/resources/policy/Rubrik-End-of-Life-Policy.pdf>.

### 2. **Definitions.**

- (a) "**Defect**" means a failure of the Software to conform in all material respects to the applicable Documentation, and/or a failure of the Hardware to conform in all material respects to the applicable Rubrik specifications.
- (b) "**Support Effective Date**" means the ship date of the Product.
- (c) "**Hardware Warranty**" means the standard Warranty for the Rubrik-supplied Hardware as more fully described in Exhibit A.
- (d) "**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 (FRUs) and replacement parts.
- (e) "**Support Services**" means, as applicable, the technical support services for the Products as more fully described in the attached Exhibit A hereto and which are provided by Rubrik or its authorized representative or are available on Rubrik's support website.
- (f) "**Support Services Plan**" means the level of Support Services as more fully described in Exhibit A for which you have paid the applicable Support Services fee(s).

### 3. **Term, Renewal and Termination.**

- (a) **Term.** The term during which Rubrik provides Support Services under this Policy commences on the Support Effective Date and remains in effect for either: (i) the initial Term and any renewals of such Support Services as may be specified in an applicable Order, or (ii) the applicable Hardware Warranty Period (defined below) in the event Support Services are not purchased. "Term" means, collectively or individually, "initial term" or "renewal term".
- (b) **Renewal of Support Services Plan; Reinstatement.** Upon payment of the applicable fees under an Order prior to the expiration of the Term, the Support Services Plan shall renew for a subsequent Term as set forth in the Order. If you do not renew the Support Services Plan prior to expiration of the then-current Term ("**Lapsed Term**"), it may subsequently be renewed by you only in Rubrik's sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapsed Term, the renewal Term shall be deemed effective as of the date of expiration or termination of the prior Term. In the event of a renewal of the Support Services Plan following a Lapsed Term, Rubrik reserves the right,

in its sole discretion, to charge a reinstatement fee for such renewal of the Support Services Plan. For the avoidance of doubt, no Support Services Plan may be purchased if: (i) you did not initially purchase a Support Services Plan and more than twelve (12) months have elapsed since the date the Product was purchased; or (ii) more than twelve (12) months have elapsed since the prior Support Services Plan expired or was terminated

- (c) Termination. Rubrik may suspend or terminate Support Services for any uncured material breach of the Agreement or this Policy, including but not limited to nonpayment; in which case, Rubrik has no obligation to provide Support Services and all outstanding amounts through the effective date of suspension or termination are due and payable.

#### 4. Support Services.

Rubrik will use commercially reasonable efforts to provide the Support Services in accordance with the terms of the applicable Support Services Plan. This Policy, the Support Services, and the Support Services Plan 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 you during the then-current Term. Rubrik will use reasonable efforts to notify you of any changes at least 30 days prior to the effective date of such change. you are deemed to have accepted the changes in such notice, unless you object to any material changes in the notice, in which case you have ten (10) days to notify Rubrik of your objection. If you object to the changes in the notice, the prior version of this Policy shall apply through expiration of the then-current Term. The obligation for Rubrik to provide Support Services pursuant to this Policy is contingent upon: (1) your payment of all applicable Product fees and Support Services fees, and (2) your performance of all of your obligations set forth in this Policy relating to the Support Services, including use of the Products in conformance with the Documentation.

- (a) Subcontractors. Rubrik may use subcontractors to perform all or a portion of the Support Services, and the work of such subcontractors shall be deemed to satisfy Rubrik's obligations hereunder provided that such work meets the requirements of this Policy.
- (b) Notification of Defects. If you believe that there is a Defect in the Products, you will (1) promptly notify Rubrik, providing sufficient detail to permit Rubrik to identify the Defect, (2) upon request, provide Rubrik with remote access, all relevant and necessary data files, software or any other relevant material, and (3) 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.
- (c) Information and Cooperation. To receive Support Services, you must provide Rubrik with the location and configuration of the Product, and such other information, cooperation and assistance as is reasonably required by Rubrik in order to provide the Support Services. You are solely responsible for backing up data and otherwise protecting all data and all systems and networks (and all software, data and other information contained therein) prior to the provision of any Support Services, and any installation, use, maintenance, or service or removal of the Software.
- (d) Excluded Services. Notwithstanding anything to the contrary in this Policy, Rubrik shall have no obligation to provide: (1) Support Services or replacement(s) for Defects or resolution of problems caused by: accident, abuse, misuse, third party product(s), power surge or failure or the like, or other force majeure event, any unauthorized disassembly, repair or modification, or any failure to maintain and use the Products in a manner consistent with the Documentation and written instructions from Rubrik, (2) support or replacement of Products that Rubrik determines in its reasonable discretion do not have a Defect, (3) third party products required to operate the

Products, (4) 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, (5) Support for or replacement of any Product in which the Product or parts have been replaced with any third party product, or (6) consumable parts. you will be responsible for charges on a time and materials basis for Support Services provided as a result of any of the foregoing.

- (e) Spare(s). You shall only use Spares provided by Rubrik. Unless the applicable Support Services Plan provides otherwise, at Rubrik's expense, you shall promptly package and ship the parts replaced with the Spare(s) to Rubrik, and Rubrik or its authorized reseller may invoice you for such parts that are not promptly returned within the timeframes described in Exhibit A.
- (f) All Products at a location or in a network ("**Covered Location**") must be covered by the same level of Support Services Plan and must be at the same revision level.
- (g) Your breach of this Policy or failure to meet the pre-requisites excuses Rubrik's performance to the extent such performance has been affected by such breach or failure.

## EXHIBIT A

### RUBRIK HARDWARE WARRANTY AND PRODUCT SUPPORT SERVICES PLAN

#### I. Product Warranty

(a) Rubrik provides the following Product Warranty for the Hardware and Software:

i. **Product Warranty for Hardware.**

Rubrik warrants to you for one (1) year from the Effective Date (“**Hardware Warranty Period**”) that the Hardware will conform in all material respects to the applicable Rubrik specifications. The unexpired term of the Hardware Warranty Period applicable to the original Hardware shall apply to any repaired or replaced Hardware.

ii. **Product Warranty for Software.**

Rubrik provides the Software Warranty set forth in the Agreement.

(b) **Remedies.** Rubrik’s sole obligation under the Hardware Warranty, and your exclusive remedy, is to use commercially reasonable efforts to repair or replace non-conforming Hardware; which requires you to notify Rubrik during the applicable Hardware Warranty Period. Prior to returning any Hardware for warranty-related claims, you must obtain Rubrik’s prior written authorization and comply with Rubrik’s RMA procedures and instructions. Any Hardware that is repaired or replaced under this Warranty shall be covered for the remainder of the original Warranty Period, or 30 days after re-delivery, whichever is longer.

(c) **Product Warranty Support Services Description.** During the Warranty Period, you may access and Rubrik shall provide the following level of Support Services:

(d) **Technical Support.** You may submit service requests via web, phone or email 24x7. Rubrik will use commercially reasonable efforts to respond to your service requests within the response times in the Response Time Target table below.

(e) **Terms and Exclusions.**

i. No warranty applies to any Hardware that is: (i) returned without Rubrik’s prior written authorization pursuant to subsection 2 above; (ii) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accord with the Documentation, the Policy, or Rubrik’s written instructions or recommendations; (iii) repaired, altered or modified other than by Rubrik or its authorized service provider; or (iv) no longer covered by the applicable Hardware Warranty due to the expiration of the applicable Term or Hardware Warranty Period. Additional charges may apply for support provided outside the applicable Warranty Period or for excluded repairs or error corrections to the extent not otherwise covered under any Hardware Warranty.

ii. Warranty claims must be made within the Hardware Warranty Period. “Dead on Arrival” Hardware (“DOA Hardware”) must be reported to Rubrik within 30 calendar days of delivery of the Product. Rubrik will replace DOA Hardware by SBD as described in Section II(ii) Product. You will return the DOA Hardware to Rubrik within 14 days of receipt of the replacement unit or will pay the purchase price for the replacement unit and all associated duties, taxes, and shipment costs.

iii. For Hardware Defects that require a Spare or replacement Product, you will return the applicable Spare or Hardware at your expense in accordance with Rubrik’s instructions and RMA procedures.

Upon receipt of the Defective Hardware component or Product, Rubrik will ship a Spare or repaired Product to you.

- iv. Rubrik's performance of the Support Services is conditioned upon all terms, conditions and pre-requisites set forth herein and in the Policy.

## II. Support Services Plan and Support Plan Add-Ons

### The Premium Support Services Plan includes:

- a) Remote Technical Support: You may submit service requests via web, phone or email 24x7. Rubrik will respond to your service requests within the response times in the Response Time Table below.
- b) Spare(s) Delivery: For Defects requiring Spare replacement, Rubrik will ship out Spare(s) to you Same Business Day (SBD), if the Defect is diagnosed and ordered before the shipment cutoff time, or the following business day if diagnosed and ordered after the cutoff time. Arrival of Spare(s) at your location is subject to transit and customs processing. At Rubrik's expense, you will return the defective part within fourteen (14) days of receipt of the Spare(s) in accordance with Rubrik's instructions and RMA procedures. You will pay Rubrik's invoice for defective parts that are not returned in a timely manner.
- c) The cutoff time for Same Business Day shipment of Spares is 3:00 p.m. in your local time zone Monday through Friday, excluding major local holidays. Shipment will occur on the following business day where remote diagnosis completion and/or Spares ordering occurs after 3:00 p.m. in your local time zone (e.g., if diagnosis occurs after 3:00 p.m. on Monday, Spare ships Tuesday).
- d) Software Maintenance: During the Term, Rubrik shall make available Updates to you in accordance with the Support Services Plan in effect. Rubrik will support the current and previously released version of Software.
- e) Term for Support Services: The Term for the Support Services Plan begins on the Effective Date or the applicable renewal date and continues in effect until the end of the term for which the Support Services Plan was purchased.

### Support Plan Add-Ons:

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

- a) Customer Experience Manager
- b) Onsite Services
- c) Nonreturnable Drive Service

The Non-Returnable Drive (NRD) Service Offering is available for purchase on all Rubrik Hardware:

- At initial product purchase
- Upon expiration of original warranty/support period, in conjunction with the purchase of Rubrik Premium Support Services

Rubrik's Hardware Warranty, as well as Rubrik's Premium Support Services Plan includes complimentary exchange of a failed drive, provided that the failed drive is returned to Rubrik.

The NRD Service Offering permits you to keep or dispose of the failed hard disk drives (HDD) and/or failed solid state drives (SSD).

There is an annual fee per Rubrik Hardware appliance for the NRD Service Offering. This annual charge applies regardless of the number of replacement drives that are requested.

### **III. Additional Terms, Conditions and Pre-requisites**

- a) The Support Services shall be performed by Rubrik or its authorized representatives. You agree to comply with Rubrik's reasonable instructions to enable the performance of Support Services.
- b) The Software Support Services Plan consists of both remote technical support and access to all applicable commercially available Software Updates via the Rubrik support website. Software Updates are governed by the terms of this Policy and the Agreement. Rubrik may require you to upgrade to a certain Software release in order to resolve current or prospective issues.
- c) Where you have purchased a Support Services Plan for Products that are to be installed or relocated outside of Rubrik's current geographic Support Services territory, Rubrik will use reasonable endeavors to establish Spares and part replacement Support Services close to the installation location for the Product covered by a Support Service Plan within sixty (60) days of (a) initial shipment of the applicable Product, or (b) notice from you that the Product location has changed (subject to the conditions below). If a covered Product is relocated to a geographic location in which Support Services Plan is available at a different level of service, your Support Services Plan level (and associated fees) may need to be adjusted based on local availability. Response time targets, Spares delivery times, and availability of a field service technician may be affected until local services are established. If you move the installation location and do not notify Rubrik of such change at least sixty (60) days prior to a request for service, delivery of Spares 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. If, after using commercially reasonable efforts, Rubrik is unable to establish Support Services sufficiently close to the installation location, Rubrik and you agree to develop a mutually agreeable Product support solution.
- d) Support Services are provided in English only.
- e) Service Quality Assurance Check: Rubrik reserves the right to perform a Service Quality Assurance Check on Product(s) if: (i) a Support Service Plan is (are) purchased after the Product purchase date, (ii) there is a lapse in Support Service(s) of more than 30 days, (iii) the Products are relocated by any party other than Rubrik or (iv) otherwise required by Rubrik or its third party service provider. You agree to permit access for the Service Quality Assurance Check and to pay the reasonable fees for performing the Service Quality Assurance Check.
- f) New Software releases may have certain features or configurations that require updated hardware to utilize new functionality available with the new Software release. You are responsible for the purchase of any new hardware required to use such Software releases.
- g) See below table for Support Services Response Time Targets:

## Response Time Targets

<b>Severity Description</b>	<b>Initial Response Time for Premium Service</b>	<b>Status Updates</b>	<b>Fix/Workaround Target</b>
P1: Down System	30 mins	Daily until fixed or a workaround in place	Continuous effort until workaround provided or Emergency Bug Fix (EBF) created
P2: System working with reduced functionality (e.g. node offline)	2 hours	Daily until fixed or a workaround in place	2 business days
P3: Operational but system has experienced a minor issue (e.g. snapshot failure)	8 hours or next business day (depending on when the issue came in)	Every 3 days	To be determined based upon the problem/ request
P4: General question	Next business Day	To be determined based upon the problem/request	To be determined based upon the problem/ request