RUBRIK, INC HARDWARE WARRANTY AND PRODUCT SUPPORT SERVICES POLICY

This Hardware Warranty and Product Support Services Policy ("Policy") contains the applicable terms and conditions of the Hardware Warranty and the Support Services for the Products, and forms part of the Rubrik End User License Agreement, or similar 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. DEFINITIONS.

1.1. "Defect" means a failure of the Software or Hardware (as applicable) to conform in all material respects to the applicable Documentation.

1.2. "Support Services Effective Date" means the ship date of the Product if Hardware is purchased, or if no Hardware is purchased the date the Software is made available to Customer.

1.3. "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.

1.4. "Support Services" means, as applicable, the support services for the Products as more fully described in Section 3 herein and which are provided by Rubrik or its authorized representative or are available on Rubrik’s support website.

1.5. "Support Services Plan" means the level of Support Services as more fully described in Section 6 of the Policy for which Customer has paid the applicable Support Services fee(s).

2. RUBRIK HARDWARE WARRANTY.

2.1 Hardware Warranty. Rubrik 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 Rubrik Documentation ("Hardware Warranty"). The foregoing warranty only applies if Customer has purchased Hardware (and excludes third-party hardware).

2.2 Remedy. Rubrik’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 of such non-conformance during the applicable Hardware Warranty Period. Prior to returning any Hardware for warranty-related claims, Customer 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 Hardware Warranty shall be covered for the remaining unexpired term of Hardware Warranty Period for the original Hardware, or 30 calendar days after re-delivery, whichever is longer.

2.3 Hardware Warranty Support Services Availability. During the Hardware Warranty Period, Customer may submit service requests via web, phone or email 24x7. Rubrik will use commercially reasonable efforts to respond to Customer’s service requests within the response times in the Response Time Targets table in Section 8 of this Policy.

2.4 Terms and Exclusions. The Hardware Warranty does not apply to any Hardware: (i) Returned without Rubrik’s prior written authorization pursuant to clause 2.2 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 written instructions or recommendations; (iii) Repaired, altered or modified other than by 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.

2.5 Hardware 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 ship a replacement for DOA Hardware on the same business day pursuant to Section 5 of this Policy. Customer will return the DOA Hardware to Rubrik within 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.
2.6 For Hardware Defects that require a Spare or replacement Product, Customer will return the defective Hardware or Hardware component at Customer’s expense in accordance with Rubrik’s instructions and RMA Procedures. Upon receipt of the defective Hardware or Hardware component, Rubrik will ship a Spare or the repaired Hardware to Customer.

3. SUPPORT SERVICES. Rubrik will use commercially reasonable efforts to provide the Support Services in accordance with the applicable Support Services Plan and this Policy. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter outside of the Agreement. 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 Term. Rubrik will use reasonable efforts to notify Customer of any changes at least 30 calendar days prior to the effective date of such change. Customer is deemed to have accepted the changes 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. The obligation for Rubrik to provide Support Services pursuant to this Policy is contingent upon: (i) Customer’s payment of all applicable Product fees and Support Services fees; and (ii) Customer’s performance of all of Customer’s obligations set forth in this Policy relating to the Support Services, including use of the Products in conformance with the Documentation.

4. END OF PRODUCT LIFE CYCLE. This Policy 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

5. SUPPORT SERVICES TERMS AND CONDITIONS.

5.1 Support Term. The Support Services commence on the Support Services Effective Date and remain in effect for either: (i) the initial term of Support Services as specified in an applicable Order, including any renewal thereof; or (ii) the Hardware Warranty Period in the event Support Services are not purchased (“Support Term”).

5.2 Renewal of Support Services Plan; Reinstatement. Upon payment of the applicable fees under an Order, the Support Services Plan shall renew for the period as set forth in the Order. If Customer does not renew the Support Services Plan prior to the expiration of the then-current Support Term (“Lapsed Term”), it may subsequently be renewed by Customer in Rubrik’s sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapsed Term, the renewal Support Term shall be deemed effective as of the date of expiration or termination of the prior Support 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) Customer 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 as outlined in clause 5.3 of this Policy.

5.3 Termination. Rubrik may suspend or terminate a Support Services Plan pursuant to Clause 15.1 (Termination for Cause) of the Agreement or a material breach of this Policy, including but not limited to nonpayment, in which case, Rubrik has no obligation to provide Support Services and all outstanding amounts for the Support Services are due and payable.

5.4 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.

5.5 Notification of Defects. If Customer believes that there is a Defect in the Product(s), Customer will: (i) promptly notify Rubrik, providing sufficient detail to permit 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.

5.6 Information and Cooperation. To receive Support Services, Customer must provide Rubrik with the location and configuration of the Product(s), 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 (and all software, data and other information contained therein) prior to the installation of Rubrik Software to ensure successful backups.

5.7 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), power surge or power failure or the like, or other Force Majeure event, any unauthorized disassembly, repair or modification, or any failure to maintain and use the Product(s) in a manner consistent with the Documentation and written instructions from Rubrik; (ii) support or replacement of Products that Rubrik determines in its reasonable discretion do not have a Defect; (iii) third-party products required to operate the Product(s), (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 Product in which the Product or parts have been replaced with any third-party product, or (iv) 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.

5.6 **Spare(s).** Customer shall only use Spares provided by Rubrik (if applicable). Unless the applicable Support Services Plan provides otherwise, at Rubrik’s expense, Customer shall package and ship the parts replaced with the Spare(s) to Rubrik within 14 calendar days, and Rubrik or its authorized reseller may invoice Customer for such parts that are not promptly returned within such timeframe.

5.7 All Products must be covered by the same level of Support Services Plan and must be at the same revision level.

5.8 Where Customer has purchased a Support Services Plan for Products that are 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 Products will be supported outside of the Territory. If the Product (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. 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.

5.9 Support Services are provided in English only.

5.10 **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 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) as otherwise required by Rubrik or its third-party service provider. Customer agrees to permit access for the Service Quality Assurance Check and to pay the reasonable fees for performing the Service Quality Assurance Check.

5.11 New Software releases may have certain features or configurations that require updated Hardware or third-party hardware (as applicable) to utilize new functionality available with the new Software release. Customer is responsible for the purchase of any new Hardware required to use such Software releases.

6. **SUPPORT SERVICES PLANS**

6.1 **Basic Support Services Plan.** The Basic Support Services Plan includes all elements of the Premium Support Services Plan as set out at clause 6.2 of this Policy, except that: (i) for remote support requests, Rubrik will respond to such requests Monday to Friday between the hours of 8:00am and 8:00pm (in Customer’s local time zone); and (ii) the Response Time Targets described in Section 8 of this Policy will apply only Monday to Friday between the hours of 8:00am and 8:00pm (in Customer’s local time zone).

6.2 **Premium Support Services Plan.** The Premium Support Services Plan includes:

   i. **Remote Technical Support.** Customer may submit service requests via the web, phone or email, 24x7. Rubrik will respond to Customer’s service requests pursuant to the target Response Time Target table below.

   ii. **Delivery of Spares(s).** 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 Cutoff Time (as defined below), or the following business day if diagnosed and ordered after the Cutoff Time. 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.
iii. The cutoff 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 (“Cutoff Time”).

iv. **Software Maintenance.** During the Support Term, available Updates shall be made in accordance with the Support Services Plan in effect. Rubrik will support the current and previously released version of Software. Software Updates will be made available via the Rubrik support website. Software Updates are governed by the terms of this Policy and the Agreement. Rubrik may require Customer to upgrade to a certain Software release in order to resolve current or prospective issues.

7. **SUPPORT SERVICES PLAN ADD-ONS.**

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

i. Customer Experience Manager
ii. On-site Services
iii. Non-returnable Drive Service (“NRD”)

7.2 The NRD is available for purchase on all Hardware either (i) at initial Product purchase or (ii) upon the expiration of the Hardware Warranty Period contingent upon the purchase of Support Services. 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 Rubrik Hardware appliance for the NRD which applies regardless of the number of replacement drives that are requested.

7.3 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.

8. **RESPONSE TIME TARGETS**

<table>
<thead>
<tr>
<th>Severity Description</th>
<th>Initial Target Response Time for Premium Support Service Plan (24x7)</th>
<th>Initial Target Response Time for Basic Support Service Plan (only between Monday – Friday, 8.00am to 8.00pm in Customer’s local time zone)</th>
<th>Status Updates Target</th>
<th>Fix/Workaround Target</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>P1:</strong> Down system</td>
<td>30 mins</td>
<td>30 mins</td>
<td>Daily until fixed or a workaround in place</td>
<td>Continuous effort until workaround provided or Emergency Bug Fix created</td>
</tr>
<tr>
<td><strong>P2:</strong> System working with reduced functionality (e.g. node offline)</td>
<td>2 hours</td>
<td>2 hours</td>
<td>Daily until fixed or a workaround in place</td>
<td>2 business days</td>
</tr>
<tr>
<td><strong>P3:</strong> Operational but system has experienced a minor issue (e.g. snapshot failure)</td>
<td>8 hours or next business day (if the issue is raised after 6pm Customer’s local time)</td>
<td>8 hours or next business day (if the issue is raised after 6pm Customer’s local time)</td>
<td>Every 3 days</td>
<td>To be determined based upon the problem/request</td>
</tr>
<tr>
<td><strong>P4:</strong> General question</td>
<td>Next business day</td>
<td>Next business day</td>
<td>To be determined based upon the problem/request</td>
<td>To be determined based upon the problem/request</td>
</tr>
</tbody>
</table>