

RUBRIK, INC. LICENSING GUIDE

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GENERAL TERMS

Scope

The terms of this Rubrik Licensing Guide (“**Licensing Guide**”) supplement the Rubrik Service Agreement, Rubrik End User License Agreement, or equivalent agreement between Customer and Rubrik governing Customer’s use of the Rubrik Service (“**Agreement**”). All capitalized terms not defined herein are as defined in the applicable Agreement. This Licensing Guide includes these General Terms, as well as product specific terms for certain products incorporated herein.

General Subscription Terms

Customer is eligible to upgrade to a higher service offering at any time during their subscription term. Customer may not downgrade to a lower service offering or quantity during an active subscription term. At the end of the subscription term, Customer may elect to downgrade at the time of renewal.

Dependent Add-Ons

Certain products cannot operate on a stand-alone basis and will only function as an add-on component to another pre-requisite Rubrik product. Customer is therefore required to have the most current version of such pre-requisite Rubrik product with an active Support Services entitlement (“**Dependent Add-On**”). Customer may purchase Dependent Add-Ons that are not coterminous with Customer’s license for the pre-requisite product and may extend beyond the expiration of the license for the pre-requisite product (“**Extended Term**”).

In the event a Dependent Add-On is purchased for an Extended Term, but Customer does not renew the expired pre-requisite product license and Support Services entitlement, Customer may lose some or all functionality of the Dependent Add-On upon the expiration of the term of the pre-requisite product and Customer will not be entitled to a refund or credits for any portion of the remaining Dependent Add-On subscription.

RUBRIK FOR M365 PROTECTION PRODUCT SPECIFIC TERMS

These Rubrik for Microsoft 365 Protection (“**M365 Service**”) product specific terms explain core licensing concepts for the Rubrik for M365 Service.

Product Overview

Rubrik provides policy-based protection of customers’ Microsoft 365 application via its Rubrik Service platform. The solution enables security, simplicity and performance for search and restore operations across Exchange Online, OneDrive, SharePoint, and Teams.

Per User Definition

“**User**” means the individual or individuals authorized by Customer to use Customer’s Microsoft 365 applications and whose Microsoft 365 data is backed up using the M365 Service.

Product License Terms

The M365 Service is offered on a tiered per-user pricing model. Upgraded tiers allow additional storage per User, metered in Front-End Gigabytes (“**FEGB**”). Storage per User is “pooled,” meaning that ten (10) licensed Users with five (5) FEGB/user licenses would be entitled to a “pooled” total of fifty (50) GB.

Procurement Options: Bundle or Standalone

The M365 Service is available as a standalone product or as an add-on feature to the Rubrik Service. Standalone licenses may be subject to commitment minimums. Customer is not required to have a Rubrik Service subscription in order to use the M365 Service.

Hosting Options: Rubrik-Hosted or Customer-Hosted

By default, the M365 Service is offered in a Rubrik-hosted environment, in which all data and infrastructure is hosted in a Rubrik-managed public cloud environment. Upon configuration, Customer selects the geographic region for the Azure instance where Customer backup data will be stored. However, a Customer-hosted option is available for customers who wish to manage their own data and infrastructure. Customer acknowledges that the M365 Service enables the Customer to access data from any geographic location and permits the transfer or movement of data to various devices.

Renewals and Upgrades

License tiers and total license counts can be upgraded at any point, which will be co-termed with the original subscription term. Customer is likewise allowed to transition from Customer-hosted to Rubrik-hosted offerings and standalone to bundle offerings at any time and may incur an additional fee.

Subject to general availability, all M365 Service licenses are eligible for renewal at the end of the subscription term. Data extraction may be subject to a one-time fee.

License Transfers

Rubrik counts managed Users with at least one (1) restore point created in the past thirty-one (31) days. After a continuous month-period without backing up a given User, Customer will be able to apply that license to another User.

Overuse

Customer will refrain from any conduct that would, in Rubrik’s reasonable judgment, overload or adversely impact the M365 Service, such as permitting any of its Users to store more than two (2) times the average

amount of data stored in Microsoft 365 User accounts, as published by Microsoft. The foregoing storage limitation does not apply to purchases of Rubrik's unlimited storage M365 Service offering. Customer agrees it will not use the M365 Service to back up more User accounts than the quantity of M365 Service Users purchased from Rubrik (or the applicable channel partner).

Trials

Free thirty (30) day trials of the Rubrik-hosted M365 Service are limited to no more than five hundred (500) Users.

Azure Usage Attribution

When Customer deploys the M365 Service, Microsoft can identify the installation of Rubrik software with the deployed Azure resources. Microsoft can correlate these resources used to support the software. Microsoft collects this information to provide the best experiences with their products and to operate their business. The data is collected and governed by Microsoft's privacy policies, located at <https://www.microsoft.com/trustcenter>.

Data Extraction Terms

While it is normal to restore and extract data from time-to-time to recover from data loss, there are product usage restrictions for the following data extraction purposes. The following are not permitted with any Rubrik-hosted subscriptions:

- Secondary backup copy
 - Creating frequent copies (either daily, weekly or monthly and anything in between) and exporting it to another location outside of the Rubrik Service. This is not an exhaustive list.
- Backup copy for post-termination purposes
 - Creating a copy for post-termination purposes and exporting it to another location outside of the Rubrik Service.
 - Keeping a copy of all backup data to fulfill any specific compliance requirements.
 - If Customer requires a backup copy in this situation, the backup must be completed prior to the subscription term expiration.

If Customer needs a copy of its data for reasons other than recovering from a data loss event, it can purchase a one-time extraction service. The extraction service is metered per terabyte. Please note that data extraction copies will not be indexed at the other location the Customer chooses to store Customer data, and therefore it will not be searchable such that Customer can easily browse through the data and perform restores. Customers should contact their account team for details.

RUBRIK SCALE PROGRAM TERMS

These Rubrik Scale program license terms explain core licensing concepts for the Rubrik Scale offering.

Program Overview

Rubrik Scale is a program designed for enterprise companies. The program offers a cost-effective way to purchase Rubrik products and simplifies license management with an easier solution to buy, consume, and manage Rubrik products. The Rubrik Scale program is available in two models: (1) the Scale Subscription, which allows Customer license portability between Rubrik appliances, third-party appliances and cloud platforms; and (2) the Scale True Forward Model, which, in addition to license portability, allows Customer to purchase different quantities of hardware and software capacity, as described below, and allows Customer to purchase additional capacity via “True Forward Cycles,” detailed below.

Packaging Overview

Rubrik Scale is licensed as a three-year subscription that can be paid upfront or paid annually (there is an also option for a longer term, up to five (5) years, under prepay only). With a single license, Customer can deploy and scale across all hardware and cloud platforms.

Below are the three different packages offered with Rubrik Scale:

	Scale Foundation Edition	Scale Business Edition	Scale Enterprise Edition
CDM	✓	✓	✓
Universal Cloud License	✓	✓	✓
Edge	✓	✓	✓
Ransomware Investigation	✗	✓	✓
Threat Hunting	✗	✗	✓
Sensitive Data Monitoring	✗	✗	✓
Orchestrated App Recovery	✗	✗	✓

Note: When one (1) BETB of the license is purchased, Customer is only entitled to one (1) BETB either on CDM on-prem, Edge, Cloud Native **or** Cloud Edition; not one (1) BETB on each of those platforms.

If and when Customer chooses to migrate that one (1) BETB on-prem to the cloud, then that one (1) BETB on-prem will convert to either ten (10) instances of Cloud Native Edition or one (1) FETB of Universal Cloud

License. If Customer requires additional Cloud Native Edition or Cloud Edition licensing in addition to the converted licenses, then Customer would need to purchase additional quantities of the license.

Add-On Products

The following products are available as add-ons to any Rubrik Scale license:

- Ransomware Monitoring and Investigation
- Sensitive Data Monitoring
- Orchestrated Application Recovery
- NAS Cloud Direct
- NAS Direct Archive
- Rubrik for M365
- NoSQL
- UCL (Cloud Native Protection and Cloud Cluster-ES)

Hardware Purchase Policy

Hardware purchase policies differ between the two versions of Rubrik Scale. For avoidance of doubt, e1000 appliances may not be purchased as part of a Rubrik Scale offering.

Scale Subscription Hardware Policy

The following policies apply to hardware purchases under the Scale Subscription model:

1. Software capacity usage can never exceed software capacity purchased upfront.
2. Hardware capacity must match software capacity (1:1 hardware and software capacity ratio).
3. Co-terming is not guaranteed for incremental purchases.

Scale True Forward Model Hardware Policy

With the Scale True Forward Model, at time of purchase and throughout the subscription term of the Scale True Forward Model license, Rubrik permits 30% more software capacity than hardware capacity.

Note: The above-described 30% capacity difference only applies to Rubrik-branded hardware purchases, not third-party hardware purchases.

Policy for Scale Purchases Without Rubrik-Branded Hardware

Rubrik Service orders may be placed for use on third-party hardware. Rubrik-branded hardware must be purchased upfront if it is required for a Rubrik Scale purchase, and Rubrik-branded hardware may not be purchased mid-term during a subscription term of an applicable Rubrik Scale order which was originally placed for use with third-party hardware.

Scale True Forward Model Capacity Purchases

During the subscription term of the Rubrik Scale license, a Rubrik-assigned Customer Experience Manager (“CEM”) will help Customer plan capacity through monthly usage reporting via SentryAI. During semi-annual true-forward events, Customer can add more capacity to their initial minimum commit (co-termed to the initial three (3)-year term), based on its actual usage. In order to minimize surprises for procurement, Rubrik will not retroactively charge for unplanned capacity consumed before each Scale Review.

True Forward Cycle Administration

During the Scale True Forward Model license term, Rubrik will conduct semi-annual reviews of usage data logs for Customer’s global environment to determine the utilized back-end terabyte capacity (“**Scale Review**”). The first Scale Review will occur approximately six (6) months from the date of the Scale True Forward Model purchase and then once every six (6) months thereafter during the Scale subscription term.

If the results of a Scale Review indicate Customer's total utilized capacity exceeds the total Rubrik Scale capacity purchased, then Rubrik will issue a quote to the applicable channel partner for additional capacity greater than or equal to the seventy-fifth percentile of daily peak usage in the Scale Review period (or minimum capacity hardware offered, whichever is larger). The Customer agrees to issue a purchase order to its reseller for such additional Rubrik Scale capacity within thirty (30) days of receipt of its reseller's quote.

“Capacity Burst” Events

In addition to semi-annual Scale Reviews, in the event daily usage data shows that the utilized capacity exceeds the total capacity purchased by Customer by more than thirty percent (30%) at any time prior to the next Scale Review (a **“Capacity Burst”**), then Rubrik will issue a quote to the applicable channel partner for the additional capacity greater than or equal to the seventy-fifth percentile of daily peak usage for the current Scale Review period. Customer agrees to issue a purchase order to its reseller for such additional Rubrik Scale capacity within thirty (30) days of receipt of its reseller's quote. The fees for Capacity Burst additional purchases will be prorated from the date of the Capacity Burst to the end of the Scale subscription term. The next regularly scheduled Scale Review will still occur as described above.

License Portability

Customer may migrate its Rubrik licenses across any Rubrik-approved platform(s), including Rubrik appliances, third-party hardware and the public cloud anytime during its Rubrik Scale subscription term without the need to purchase additional Rubrik Scale licenses (subject to the Customer's licensed capacity). If Customer would like to migrate data to or from a Rubrik-approved public cloud platform, Customer may convert existing on-premises Rubrik Scale licenses to Cloud Edition (1 back-end terabyte = 1 back-end terabyte) or to Cloud Native Edition at a rate of 1 back-end terabyte = 10 instances, or vice versa. In the event that Customer would like to migrate data across hardware platforms, Rubrik can provide professional services to assist with data migration, purchased separately.

Customer Experience Manager Requirement

A CEM, as defined above, is required to be purchased for all Scale True Forward Model deals. A CEM is also required for certain Scale Subscription orders. Customer should check with its applicable reseller for details.

Renewals

Scale Subscription licenses are available for renewal for a minimum of twelve (12) and a maximum of sixty (60) months. Scale True Forward Model licenses are available for renewal for a minimum of thirty-six (36) and a maximum of sixty (60) months.

RUBRIK CLOUD VAULT PRODUCT SPECIFIC TERMS

These Rubrik Cloud Vault (“**RCV**”) product specific terms explain core licensing concepts for RCV.

Product Overview

RCV is a cloud storage service hosted in Rubik's Microsoft Azure tenant where Customer may store Customer data, as described in the applicable Documentation, for the term of its purchased subscription in line with the Capacity Entitlement (defined below) as set forth in an applicable Order.

Procurement Option

RCV is available as an add-on product to the Rubrik Service. Customer is required to have a Rubrik Security Cloud subscription as a prerequisite to use RCV. RCV licenses are offered on a per back-end terabyte pricing model. Pricing varies depending on the storage tier. There are two tiers available for purchase: (i) Azure storage tier designated for backup and (ii) Azure storage tier designated for archive. Customers may purchase a mix of tiers based on their need. Customers will pay for their storage upfront on a minimum one (1)-year subscription. Customer commits to a storage tier upfront and buys capacity related to a specific tier. Customers can not switch storage amounts between tiers.

Renewals and Upgrades

License tiers and total license counts can be upgraded at any point, co-termed with the original subscription term. Subject to general availability, all RCV licenses are eligible for renewal at the end of the subscription term. Data extraction may be subject to a one-time fee.

Configuration

Upon initial setup and throughout the subscription term, Customer is responsible for selecting the geographic location of the Azure instance storing Customer's data. Customer acknowledges that RCV enables Customer to access customer data from any geographic location and enables Customer to transfer or move Customer data to various Customer devices.

Capacity Entitlement

Customer will not use RCV to store more terabytes of Customer data than the corresponding capacity purchased under the applicable Order (“**Capacity Entitlement**”) and it is solely Customer's obligation to not exceed the Capacity Entitlement. Customer acknowledges and agrees that Customer data exceeding the Capacity Entitlement will not be stored on RCV.

Egress Limits

Customer will not download more than ten (10%) of its total Customer data from RCV during the applicable subscription term (“**Egress Limit**”). The foregoing Egress Limit will not apply in the event Customer is responding to: (a) a cybersecurity incident, where a “cybersecurity incident” is the occurrence of an event that prompts an organization to require a response and recovery because the event either (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of applicable cybersecurity and privacy laws or regulations; or, (b) a force majeure or disaster recovery event which results in the originating infrastructure being inaccessible for recovery efforts.

Minimum Storage Period

Customer must adhere to the following minimum storage periods for its Customer data, according to the specific tier purchased: (a) for the Azure storage tier designated for backup, Customer data must remain

stored on RCV for a minimum of thirty (30) consecutive days; (b) for the Azure storage tier designated for archive, Customer data must be stored on RCV for a minimum of one hundred and eighty (180) consecutive days.

Immutability Periods

Customer must not set an immutability period which exceeds one hundred (100) days in the Azure storage tier designated for backup or set an immutability period which exceeds the end date of the subscription term, whichever occurs first.

Azure Usage Attribution

When Customer deploys RCV, Microsoft can identify the installation of Rubrik software with the deployed Azure resources. Microsoft can correlate these resources used to support the software. Microsoft collects this information to provide the best experiences with their products and to operate their business. The data is collected and governed by Microsoft's privacy policies, located at <https://www.microsoft.com/trustcenter>.

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 - Keeping a copy of all backup data to fulfill any specific compliance requirements.
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