

## RUBRIK, INC. POLARIS FOR MICROSOFT 365 PROTECTION SAAS SERVICES PRODUCT SPECIFIC TERMS

These product-specific terms supplement the Rubrik End User License Agreement or equivalent agreement between Customer and Rubrik governing Customer's use of Rubrik Products ("**Agreement**") with respect to Rubrik's Polaris for Microsoft M365 Protection SaaS Services ("**M365 Services**"). Capitalized terms not defined herein are as defined in the Agreement.

### 1. DEFINITIONS.

- 1.1 "**Customer Backup Data**" means back-up files of Customer's and its Users' data stored in Customer's Microsoft 365 applications.
- 1.2 "**User**" means the individuals authorized by Customer to use Customer's Microsoft 365 applications and whose Microsoft 365 data is backed up using the M365 Services.

### 2. STORAGE IN MICROSOFT AZURE.

2.1 **Azure Environments.** The M365 Services enable Customer to store its Customer Backup Data in Microsoft's Azure cloud services using Rubrik's Polaris, as further described in the applicable Documentation. Customer may elect to store Customer Backup Data in either (1) its own licensed Microsoft Azure instance, or (2) in an instance of Microsoft Azure provisioned for Customer by Rubrik (the "**Hosted M365 Services**").

2.2 **Hosted M365 Services.** If Customer elects to use the Hosted M365 Services, Customer acknowledges and agrees that its use of Microsoft Azure is subject to Microsoft's online services terms and documentation available at: <https://www.microsoft.com/licensing/terms/productoffering/onlineservices> and that Customer has verified that the applicable security measures Microsoft uses as part of its Azure services are adequate for purposes of processing Customer Backup Data. By using the M365 Services, Customer agrees to comply with any applicable Microsoft terms and policies.

2.3 **Geographic Location.** Upon initial setup of the Hosted M365 Services, Customer will select the geographic region for the Azure instance where Customer Backup Data will be stored. Customer acknowledges that the M365 Services enable Customer to access Customer Backup Data from any geographic location and permit the transfer or movement of data to various devices. Customer is responsible for configuring the settings of the M365 Services; for provisioning user access controls and permissions in accordance with Customer's own policies, applicable law and regulations; and for implementing and maintaining privacy protections and security measures for components that Customer provides or controls in connection with Customer's use of the M365 Services.

2.4 **Rights in Customer Backup Data.** As between Customer and Rubrik, Customer owns all right, title and interest in and to the Customer Backup Data. Customer hereby grants Rubrik the right to transmit, process, use and disclose the Customer Backup Data solely to provide the Hosted M365 Services in accordance with the Agreement.

3. **CUSTOMER OBLIGATIONS.** Customer agrees it will: (i) be solely responsible for the nature, quality and accuracy of the Customer Backup Data; (ii) ensure that the Customer Backup Data complies with the terms of this Agreement and all applicable laws and regulations; (iii) ensure that it has the rights to the Customer Backup Data in order to grant Rubrik the rights contemplated by this Agreement and (iv) refrain from any conduct that would, in Rubrik's reasonable judgment, overload or adversely impact the M365 Services, 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. Further, Customer agrees it will not use the M365 Services to back-up more User accounts than the quantity of M365 Service users purchased from Rubrik (or the applicable channel partner). Notwithstanding anything to the contrary, Rubrik has no liability to Customer or any third party for any reason as a result of: (a) any unauthorized disclosure or access to a User's account or Customer Backup Data as a result of Customer's misuse of the M365 Services; (b) any deletion, destruction, damage or loss of Customer Backup Data caused by or at the direction of Customer; or (c) any failure of Customer to maintain adequate security or virus controls in any devices used to access the M365 Services. If Customer has acquired the Hosted M365 Services as part of a free trial, Customer agrees to limit use of the Hosted M365 Services to no more than 500 Users.