



RUBRIK, INC. POLARIS MANAGEMENT CONSOLE 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 Management Console ("**PMC**"). Capitalized terms not defined herein are as defined in the Agreement.

1. RED HAT

Certain third-party software components embedded in PMC are licensed to Customer subject to the applicable end user license agreement at: www.redhat.com/licenses/eulas or Red Hat's then current site.

2. ORACLE MYSQL

2.1 Customer must not use the Software for rental, timesharing, subscription service, hosting or outsourcing purposes.

2.2 Customer shall not remove or alter the trademarks, copyright notices, or other proprietary notices incorporated in, marked on or affixed to the Hardware, Software, Documentation, or other materials provided by Rubrik or its licensors.

2.3 If required by Oracle, Rubrik may provide the results of, or assign its right to conduct, an audit to Oracle, provided that Oracle is subject to confidentiality restrictions no less restrictive than Rubrik. Further, Customer acknowledges and agrees that Rubrik may share the name of Customer and Customer's licensing information, including the Agreement with Oracle, upon Oracle's request.

2.4 Oracle's third-party financing notice is available at: <https://www.oracle.com/assets/third-party-financing-note-end-user-320607.pdf> or Oracle's then current site

2.5 Customer agrees it has not relied on the future availability of any programs, hardware, learning credits, or services in its decision to purchase the Software license.

2.6 If PMC is provided to Customer in a trial, proof of concept, or evaluation capacity, the duration of such trial may not exceed thirty (30) days.

2.7 Customer is responsible for and must ensure that its agent's, subcontractor's, outsourcer's, customer's, and supplier's use of PMC is in compliance with the Agreement.

2.8 Any operating systems, source code, embedded firmware or software delivered with the Hardware is subject to the terms and conditions of the Agreement and may only be used on the delivered Hardware or Rubrik-approved third-party hardware.

2.9 If Customer retains any third-party firm to provide computer consulting services, such third-party firm is not an agent of, and is independent of, Rubrik and its licensors and as such, Rubrik and its licensors are not liable for nor bound by any acts of any such third-party firm.

2.10 Use of the Software is limited to the legal entity that executed the Agreement.

2.11 The Software is controlled by U.S. government export regulations and authorized for export only to the country of ultimate destination for use by the ultimate Customer as identified in the Agreement. The Software must not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized Customer as identified in the Agreement, either in its original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. laws and regulations.

2.12 If required by Oracle, Oracle shall be a direct and intended third party beneficiary of the Agreement and may enforce it directly against Customer.

2.13 The Uniform Computer Information Transactions Act (UCITA) is hereby excluded in their entirety from application to the Agreement.