



RUBRIK, INC. CLOUD VAULT PRODUCT SPECIFIC TERMS

These product-specific terms are specifically applicable to the Rubrik Cloud Vault service (“**RCV Service**”), and supplement the Rubrik End User License Agreement or equivalent agreement between Customer and Rubrik governing Customer’s use of Rubrik products and services (together with the Data Processing Addendum, the “**Agreement**”). Capitalized terms not defined herein are as defined in the Agreement.

1. SERVICE OFFERING. The RCV Service is a cloud storage service, hosted in Rubrik’s tenant of Microsoft Azure (“**Azure**”), where Customer may store Customer data (“**RCV Data**”) as described in the applicable Documentation for the term of its purchased subscription (“**Subscription Term**”) in line with the Capacity Entitlement (defined in Section 3.3) as set forth in an applicable Order.

2. RIGHTS IN RCV DATA. As between Customer and Rubrik, Customer owns all right, title and interest in and to the RCV Data. Customer hereby grants Rubrik the right to transmit, process, use and disclose the RCV Data solely to provide the RCV Service in accordance with the Agreement.

3. CUSTOMER OBLIGATIONS.

3.1 Configuration. Upon initial setup and throughout the Subscription Term, Customer is responsible for (i) configuring the RCV Service settings; (ii) provisioning user access controls and permissions in accordance with Customer’s policies, applicable law and regulations; (iii) implementing and maintaining privacy and security measures for Customer components used in connection with the RCV Service; and (iv) selecting the geographic location of the Azure instance storing the RCV Data. Customer acknowledges that the RCV Service enables Customer to access RCV Data from any geographic location and enables the Customer to transfer or move RCV Data to various Customer devices.

3.2 RCV Data and Service. Customer is solely responsible for (i) the nature, quality and accuracy of the RCV Data; (ii) ensuring the RCV Data’s compliance with the terms of this Agreement and all applicable laws and regulations; (iii) obtaining the rights required to grant any licenses to RCV Data as set forth in this Agreement; (iv) refraining from any conduct that adversely impacts the RCV Service; and (v) use of a key management system for Customer’s encryption keys. Customer acknowledges and agrees that Rubrik is unable and has no obligation to recover Customer’s access credentials (including encryption keys) if lost by the Customer.

3.3 Capacity Entitlement. Customer will not use the RCV Service to store more terabytes of RCV 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 RCV Data exceeding the Capacity Entitlement will not be stored on the RCV Service.

3.4 Additional Obligations. Notwithstanding any term or condition in this Agreement, Customer is responsible for, and Rubrik has no liability to Customer or any third party as a result of any: (i) unauthorized disclosure or access to Customer’s account or RCV Data resulting from Customer’s acts or omissions; (ii) deletion, destruction, damage or loss of RCV Data resulting from Customer’s acts or omissions; (iii) failure of Customer to maintain adequate security or virus controls on any devices used to access the RCV Service; (iv) performance or nonperformance of any Microsoft products, including Microsoft Azure.

4. EGRESS LIMITS. Customer will not download more than 10% of its total RCV Data from the RCV Service during the Subscription Term.

5. MINIMUM STORAGE PERIOD. Customer must adhere to the following minimum storage periods for its RCV Data, according to the specific tier purchased: (1) for the Azure storage tier designated for backup, RCV Data must remain stored on the RCV Service for a minimum of 30 consecutive days; (2) for the Azure storage tier designated for archive, RCV Data must be stored on the RCV Service for a minimum of 180 consecutive days.

6. IMMUTABILITY PERIODS. Customer will not set an immutability period which exceeds 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.

7. EFFECT OF NONCOMPLIANCE. Customer's noncompliance with any of the terms or conditions of the Agreement, including but not limited to Capacity Entitlements, Egress Limits, Minimum Storage Periods, Immutability Periods, the Acceptable Use Policy, or payment of amounts due under the applicable Order, may result in additional fees, suspension and/or termination of the RCV Service, in Rubrik's sole determination.

8. AZURE USAGE ATTRIBUTION. When Customer deploys the RCV 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>.

9. EFFECT OF TERMINATION OR EXPIRATION. Customer expressly acknowledges and agrees that Customer will remove all RCV Data from the RCV Service by the termination date or end date of the Subscription Term ("**End Date**"). Customer will not store, and Rubrik has no obligation to store, any RCV Data in the RCV Service after the End Date, even if Customer has set an immutability period beyond the End Date. Customer agrees to pay any additional fees arising from failure to comply with its obligations to remove all RCV Data by the applicable End Date. These terms and conditions will be deemed to survive and apply to any grants by Rubrik to Customer of a limited period of access for retrieval of RCV Data after the End Date.