

## RUBRIK SOFTWARE SUPPORT SERVICES POLICY

This Rubrik Software Support Services Policy ("**Policy**") contains the exclusive terms and conditions applicable to Support Services, which are provided in accordance with the Rubrik. End User License Agreement, or similar agreement between you and Rubrik ("**Agreement**"). All capitalized terms not defined herein are as defined in the Agreement.

1. **Scope.** This Policy applies to all Support Services (as defined below) for Software purchased by you or provided to you in accordance with the Agreement. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter. This Policy, including the Support Services Plan, 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>.

### 2. **Definitions.**

- (a) "**Defect**" means a failure of the Software to conform in all material respects to the Documentation.
- (b) "**Support Services Effective Date**" means the date the Software for which Support Services have been purchased is made available to you.
- (c) "**Support Services**" means, as applicable, the technical support services for the Software as more fully described in the attached Exhibit A hereto and which are provided by Rubrik or its authorized representative or are available on Rubrik's support website.
- (d) "**Support Services Plan**" means the level of Support Services as more fully described in Exhibit A for which you have paid the applicable Support Services fee.

### 3. **Term, Renewal and Termination.**

- (a) **Term.** The term during which Rubrik provides Support Services under this Policy commences on the Support Services Effective Date and remains in effect for the initial Term and any renewal of such Support Services as may be specified in an applicable Order. "Term" means, collectively or individually, "initial term" or "renewal term".
- (b) **Renewal of Support Services Plan; Reinstatement.** Upon payment of the applicable fees under an Order prior to the expiration of the Term, the Support Services Plan shall renew for a subsequent Term as set forth in the Order. If you do not renew the Support Services Plan prior to expiration of the then-current Term ("**Lapsed Term**"), it may subsequently be renewed by you only in Rubrik's sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapsed Term, the renewal Term shall be deemed effective as of the date of expiration or termination of the prior 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) you 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.

- (c) Termination. Rubrik may suspend or terminate Support Services for any uncured material breach of the Agreement or this Policy, including but not limited to nonpayment; in which case, Rubrik has no obligation to provide Support Services and all outstanding amounts through the effective date of suspension or termination are due and payable.

4. **Support Services**. Rubrik will use commercially reasonable efforts to provide the Support Services in accordance with the terms of the applicable Support Services Plan. This Policy, the Support Services, and the Support Services Plan 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 you during the then-current Term. Rubrik will use reasonable efforts to notify you of any changes at least 30 days prior to the effective date of such change. you are deemed to have accepted the changes in such notice, unless you object to any material changes in the notice, in which case you have ten (10) days to notify Rubrik of your objection. If you object to the changes in the notice, the prior version of this Policy shall apply through expiration of the then-current Term. The obligation for Rubrik to provide Support Services pursuant to this Policy is contingent upon: (1) your payment of all applicable Software license and Support Services fees, and (2) your performance of all of your obligations set forth in this Policy relating to the Support Services, including use of the Software in conformance with the Documentation.

- (a) 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.
- (b) Notification of Defects. If you believe that there is a Defect in the Software, you will (1) promptly notify Rubrik, providing sufficient detail to permit Rubrik to identify the Defect, (2) upon request, provide Rubrik with remote access, all relevant and necessary data files, software or any other relevant material, and (3) 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.
- (c) Information and Cooperation. To receive Support Services, you must provide Rubrik with the location and configuration of the Software, and such other information, cooperation and assistance as is reasonably required by Rubrik in order to provide the Support Services. You are solely responsible for backing up data and otherwise protecting all data and all systems and networks (and all software, data and other information contained therein) prior to the provision of any Support Services, and any installation, use, maintenance, or service or removal of the Software.
- (d) Excluded Services. Notwithstanding anything to the contrary in this Policy, Rubrik shall have no obligation to provide: (1) Support Services for Defects or resolution of problems caused by: accident, abuse, misuse, third party product(s), power surge or failure or the like, or other force majeure event, any unauthorized modification, or any failure to maintain and use the Software in a manner consistent with the Documentation and written instructions from Rubrik, (2) support for Software that Rubrik determines in its reasonable discretion does not have a Defect, (3) third party products required to operate the Software, or (4) 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. You will be responsible for charges on a time and materials basis for Support Services provided as a result of any of the foregoing.
- (e) Your breach of this Policy or failure to meet the pre-requisites excuses Rubrik's performance to the extent such performance has been affected by such breach or failure.

## EXHIBIT A

### RUBRIK SUPPORT SERVICES PLAN

Rubrik's performance of the Support Services is conditioned upon all terms, conditions and pre-requisites set forth herein and in the Policy.

#### I. Support Services Plan and Support Add-Ons

##### The Premium Support Services Plan includes:

- a) Remote Technical Support: You may submit service requests via web, phone or email 24x7. Rubrik will use commercially reasonable efforts to respond to your service requests within the response times in the Response Time Table below.
- b) Software Maintenance: During the Term, Rubrik shall make available Updates to you in accordance with the Support Services Plan in effect. Rubrik will support the current and previously released version of Software.
- c) Term for Support Services: The Term for the Support Services Plan begins on the Effective Date or the applicable renewal date and continues in effect until the end of the term for which the Support Services Plan was purchased.

##### Support Plan Add-Ons:

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

- a) Customer Experience Manager
- b) Onsite Services

#### II. Additional Terms, Conditions and Pre-requisites

- a) The Support Services shall be performed by Rubrik or its authorized representatives. You agree to comply with Rubrik's reasonable instructions to enable the performance of Support Services.
- b) Software Support Services consists of both remote technical support and access to all applicable commercially available Software Updates via the Rubrik support website. Software Updates are governed by the terms of this Policy and the Agreement. Rubrik may require you to upgrade to a certain Software release in order to resolve current or prospective issues.
- c) Support Services are provided in English only.
- d) All Software at a location or in a network ("**Covered Location**") must be covered by the same level of Support Services Plan and must be at the same revision level.
- e) New Software releases may have certain features or configurations that require updated hardware to utilize new functionality available with the new Software release. You are responsible for the purchase of any new hardware required to use such Software releases.
- f) See below table for Support Services Response Time Targets:

## Response Time Targets

<b>Severity Description</b>	<b>Initial Response Time for Premium Service</b>	<b>Status Updates</b>	<b>Fix/Workaround Target</b>
P1: Down System	30 mins	Daily until fixed or a workaround in place	Continuous effort until workaround provided or Emergency Bug Fix (EBF) created
P2: System working with reduced functionality (e.g. node offline)	2 hours	Daily until fixed or a workaround in place	2 business days
P3: Operational but system has experienced a minor issue (e.g. snapshot failure)	8 hours or next business day (depending on when the issue came in)	Every 3 days	To be determined based upon the problem/ request
P4: General question	Next business Day	To be determined based upon the problem/request	To be determined based upon the problem/ request