RUBRIK, INC.
RUBRIK SERVICE AND SOFTWARE SUPPORT POLICY

This Rubrik Service and Software Support Policy ("**Policy**") contains the applicable terms and conditions of the Support Services (defined below) for the Rubrik Service and Software (as applicable) and forms part of the agreement between Customer and Rubrik governing Customer's use of the Rubrik Service and/or Software ("**Agreement**"). All capitalized terms not defined herein are as defined in the Agreement.

1. DEFINITIONS.

1.1. "**Defect**" means a failure of the Rubrik Service and/or Software (as applicable) to conform in all material respects to the applicable Documentation.

1.2. "**Remote Support Request**" means a service request Customer may submit via the web, telephone, or email.

1.3. "**Support Services Effective Date**" means the date that the Rubrik Service and/or Software is made available to Customer.

1.4. "**Support Services**" means, as applicable, the support services for the Rubrik Service and/or Software as more fully described in Section 2 below.

1.5. "**Support Services Plan**" means the level of Support Services as more fully described in Section 5 of this Policy for which Customer has paid the applicable Support Services fee(s), which fees, if applicable, may be included in the cost of Customer's Rubrik Service and/or Software subscription.

2. SUPPORT SERVICES.

Rubrik will provide the Support Services to Customer in accordance with this Policy, provided Customer: (i) complies with the terms of this Policy; (ii) has paid all applicable fees due; (iii) has a current Support Services Plan; and (iv) Customer's use of the Rubrik Service and/or Software is in conformance with the Agreement and Documentation. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter. This Policy, and the Support Services Plans 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 Customer during the then-current Support Term. Rubrik will use reasonable efforts to notify Customer of any changes to this Policy at least thirty (30) calendar days prior to the effective date of such change. Customer is deemed to have accepted the changes specified in such notice, unless Customer objects to any material changes in the notice, in which case Customer has ten (10) days to notify Rubrik of Customer's objection. If Customer objects to the changes in the notice, the prior version of this Policy shall apply through expiration of the then-current Support Term. Support Services are provided in English only.

3. PRODUCT LIFE CYCLE.

This Policy is subject to the Product Life Cycle Policy available at https://www.rubrik.com/en/legal.

4. SUPPORT SERVICES TERMS AND CONDITIONS.

4.1. **Support Term.** The Support Services commence on the Support Services Effective Date and remain in effect for the term of Support Services as specified in an applicable Order, including any renewal thereof ("**Support Term**").

4.2. **Renewal of Support Services Plan; Reinstatement.** For subscription-based products, a Support Services Plan may be included in the subscription fee for the applicable Subscription Period. The Support Services Plan shall renew for the period set forth in the applicable Order subject to payment of the fees for the renewal Order. If Customer does not renew the Support Services Plan prior to the expiration of the then-current Support Term ("**Lapse**"), Support Services may subsequently be renewed by Customer in Rubik's sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapse, the renewal Support Term shall commence on the date of expiration of the prior Support Term. For the avoidance of doubt, no Support Services Plan may be purchased if: (i) Support Services were not included in the subscription fee for the applicable Subscription, and Customer did not initially purchase a Support Services Plan, and more than twelve (12) months have elapsed since the date the Subscription license was purchased; or (ii) more than twelve (12) months have elapsed since the prior Support Services Plan expired or was terminated in accordance with Section 4.3 of this Policy.

4.3. **Termination.** The Support Services Plan will terminate if the Agreement is terminated in accordance with its terms. Rubrik may suspend or terminate a Support Services Plan for Customer's material breach of this Policy, including without limitation non-payment of applicable fees.

4.4. **Notification of Defects.** If Customer believes that there is a Defect in the Rubrik Service or Software, Customer will promptly notify Rubrik, providing sufficient detail for Rubrik to identify the Defect.

4.5. **Information and Cooperation.** To receive Support Services, Customer must provide Rubrik with the configuration of the applicable Rubrik Service and/or Software, and such other information, cooperation, and assistance as is reasonably required in order for Rubrik to provide the Support Services. Customer is solely responsible for providing a stable environment for all systems and networks designed to ensure successful backups (and all software, data and other information contained therein). Upon request, Customer will provide Rubrik with remote access, all relevant and necessary data files, software or any other relevant material and, to the extent Rubrik cannot reproduce the Defect remotely, provide on-site access, if deemed reasonably necessary by Rubrik for it to reproduce, analyze or remedy the Defect.

4.6. **Excluded Services.** Notwithstanding anything to the contrary in this Policy, Rubrik shall have no obligation to provide: (i) Support Services for Defects or resolution of problems caused by accident, abuse, misuse, third-party product(s), a power surge, power failure, or other Force Majeure event, any unauthorized modification, or any failure by or on behalf of Customer to maintain and use the Rubrik Service and Software in a manner consistent with the Documentation and written instructions from Rubrik; (ii) Support Services to the extent Rubrik determines in its reasonable discretion there is no Defect; (iii) third-party products required to operate the Rubrik Service and Software, or (iv) 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. Customer will be responsible for charges on a time and materials basis for Support Services provided as a result of any of the foregoing.

4.7. All Software in Customer's environment must be covered by the same level of Support Services Plan and must be at the same version level (e.g., Version 6.3).

4.8. New releases may have certain features or configurations that require updated hardware to utilize new functionality available with the new release. It is Customer's responsibility to provide any new hardware required to use such releases.

4.9. Customer acknowledges and agrees that to the extent Customer has and uses administrator-level privileges to access the Rubrik Service and/or Software, it is solely responsible for any damages resulting from its use or misuse of such privileges, including loss or corruption of data or damage to the Rubrik Service and/or Software.

5. SUPPORT SERVICES PLANS.

5.1. **Premium Support Services Plan.** The Premium Support Services Plan includes 24x7 Remote Technical Support. Customer may submit Remote Support Requests at any time, and Rubrik will respond to Customer's Remote Support Requests pursuant to the 'Premium Support' column in the Response Time Targets table in Section 7 below.

5.2. **Basic Support Services Plan.** The Basic Support Services Plan includes Remote Technical Support. Customer may submit Remote Support Requests at any time, and Rubrik will respond to Customer's Remote Support Requests Monday to Friday, 8:00am to 8:00pm in Customer's local time zone ("**Customer Business Hours**") pursuant to the 'Basic Support' column in the Response Time Targets table in Section 7 below. In addition, Rubrik will respond to up to three (3) Remote Support Requests per year outside of Customer Business Hours.

5.3. **L3 Support Services Plan.** The L3 Support Services Plan includes 24x7 Remote Technical Support through a Rubrik Authorized Support Partner ("**RASP**") on behalf of the Customer. Customer must submit requests to the RASP according to the RASP's support agreement with Customer. For each Remote Support Request submitted by the Customer, the RASP must complete initial triage and troubleshooting in an attempt to resolve the issue. If the RASP is unable to resolve the Customer's Remote Support Request, the RASP may contact Rubrik on behalf of the Customer and must stay engaged as the liaison between the Customer and Rubrik Support. Rubrik's L3 Support Services Plan has the same Response Time Targets as the Premium Support Services Plan but is provided to the RASP rather than directly to the Customer. An L3 Basic Support Services Plan is available for limited Rubrik Service and Software offering with the same Response Time Targets as the Basic Support Plan, also with all communication between Rubrik and the Customer provided through the Customer's designated RASP.

6. SUPPORT SERVICES PLAN ADD-ONS.

Customer may purchase Support Services Plan Add-ons for a separate fee. Support Services Plan Add-on options are described in the Licensing Guide at https://www.rubrik.com/legal.

7. RESPONSE TIME TARGETS.

Severity Description	PREMIUM SUPPORT Initial Target Response Time (*24x7*) **L3 Premium Support*	BASIC SUPPORT Initial Target Response Time (*only during Customer business hours*) **L3 Basic Support*	Status Updates Target	Fix/Workaround Target
P1: Down system	30 mins	30 mins	Daily until fixed or a workaround in place	Continuous effort until workaround provided or emergency bug fix created
P2: System working with reduced functionality (e.g. node offline)	2 hours	2 hours	Daily until fixed or a workaround in place	To be determined based upon the problem/request
P3: Operational but system has experienced a minor issue (e.g. snapshot failure)	8 hours or next business day (if the issue is raised after 6pm Customer's local time)	8 hours or next business day (if the issue is raised after 6pm Customer's local time)	Every 3 days	To be determined based upon the problem/request
P4: General question	Next business day	Next business day	To be determined based upon the problem/request	To be determined based upon the problem/request

*L3 Premium Support and L3 Basic Support have the same Response Time Targets as their Premium and Basic Support Plan equivalents, but the RASP must contact Rubrik Support on the Customer's behalf.

Response Time Targets and Fix/Workaround Targets are subject to the exclusions listed in Section 4.6 above.