RUBRIK, INC.
LICENSING GUIDE

GENERAL TERMS

Scope

The terms of this Rubrik Licensing Guide ("**Licensing Guide**") supplement the Rubrik Service Agreement, Rubrik End User License Agreement, or equivalent agreement between Customer and Rubrik governing Customer's use of the Rubrik Service ("**Agreement**"). All capitalized terms not defined herein are as defined in the applicable Agreement. This Licensing Guide includes these General Terms, as well as product specific terms for certain products incorporated herein.

General Subscription Terms

Customer is eligible to upgrade to a higher service offering at any time during a Subscription Period. Customer may not downgrade to a lower service offering or quantity during an active Subscription Period. At the end of the Subscription Period, Customer may elect to downgrade at the time of renewal. The Subscription Period commences when the applicable Rubrik Service is made available to Customer.

Dependent Add-Ons

Certain products and/or features cannot operate on a stand-alone basis and will only function as an add-on component to another pre-requisite Rubrik product ("**Dependent Add-On**"). Customer is therefore required to have the most current version of such pre-requisite Rubrik product with an active Support Services entitlement to use the Dependent Add-On. Customer may purchase Dependent Add-Ons that are not coterminous with Customer's license for the pre-requisite product and may extend beyond the expiration of the license for the pre-requisite product ("**Extended Term**").

In the event a Dependent Add-On is purchased for an Extended Term, but Customer does not renew the expired pre-requisite product license and Support Services entitlement, Customer may lose some or all functionality of the Dependent Add-On upon the expiration of the term of the pre-requisite product and Customer will not be entitled to a refund or credits for any portion of the remaining Dependent Add-On subscription.

Recovery Licenses

Subject to availability, upon Customer request, Rubrik may make Recovery Licenses available for purchase. A "**Recovery License**" is a limited subscription license to be used solely for the purpose of recovering data backed up in Customer's data centers prior to the termination or expiration of the applicable Rubrik Service. Recovery Licenses must be purchased within thirty (30) days of expiration or termination of the applicable Rubrik Service, do not include Support Services, migration assistance, or Professional Services, and are exclusive of any fees for data extraction as set forth elsewhere in this Licensing Guide. Customer should contact its account team for details.

Proactive Edition

Rubrik Proactive Edition includes user access analysis features which allow Customer to gain insights into which users in their organization have access to sensitive data and how they gained access to it. In order to enable these features, certain user access data, including user name, email, access group memberships, properties and type, will be extracted from Customer's Active Directory backup. Customer may view user access information in both the dashboard and reports available via the Data Security Posture dashboard on the Rubrik Proactive edition user interface.

Data Security Posture

By using the Data Security Posture application, you understand and acknowledge that the pre-existing Policies and Analyzers of Data Security Posture contain general suggestions for data elements and formats based on common data sets and formats. The suggested data elements and formats in Data Security Posture are not intended to be a comprehensive or exhaustive list of data elements and formats regulated by the GDPR, CCPA or any other applicable laws and regulations. We also do not guarantee that your Data Security Posture search results will include every instance of each data element and format within your data set. We strongly recommend that you consult legal counsel for specific advice regarding compliance with applicable laws and regulations. Data Security Posture is

designed to assist customers with identifying certain data elements and formats and should not be solely relied upon to identify all data elements and formats of a certain type for any purpose, including legal or compliance.

Service Providers

Service providers must be authorized by Rubrik and execute an applicable Partner Agreement. Customer is responsible for any and all account access it grants to its service providers.

Ruby Chatbot Feature in RSC

Ruby is an AI-powered chatbot that can assist customers with threat investigations within the Rubrik Service by answering questions, suggesting next steps, and facilitating customers' execution of specific tasks. The use of Ruby is optional and is not enabled by default. To activate Ruby, Customer's designated administrative user must opt in via a checkbox in the RSC user interface linking to these terms and conditions.

Ruby utilizes Microsoft Azure OpenAI, which resides in Rubrik's Azure instance, to understand user intent and generate natural language responses. Customer inputs to Ruby will not leave the Rubrik Security Cloud and will not be used to train, fine-tune, or improve any AI models. Chat transcripts produced by Ruby and Customer (which may include customer data) are stored in the Customer's tenant-specific database in RSC and will be stored until deleted by the Customer.

The Service Level Agreement is not applicable. Notwithstanding anything to the contrary in your Agreement or the Service Level Agreement, downtime of the Rubrik Service that results from a failure of a third-party service will not be included in the Service Commitment and Downtime calculations.

WARRANTY DISCLAIMER. RUBRIK DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RUBY OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH RUBY. YOU UNDERSTAND AND AGREE THAT USE OF ANY CONTENT OR INFORMATION OBTAINED THROUGH RUBY AND ANY ACTIONS YOU DIRECT RUBY TO PERFORM ARE AT YOUR SOLE RISK. YOU SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT-CHECKING THEIR ACCURACY. OUTPUT THAT APPEARS ACCURATE BECAUSE OF THEIR DETAIL OR SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES. RUBY CANNOT DYNAMICALLY RETRIEVE INFORMATION, AND OUTPUT MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RUBRIK OR THROUGH RUBY SHALL CREATE ANY WARRANTY.

RUBRIK SAAS APPLICATION PROTECTION PRODUCT SPECIFIC TERMS

Universal SaaS Application License

The Universal SaaS Application License ("**USL**") is a single SKU available on a per-user basis that entitles a User to use one Rubrik SaaS Application Protection offering. A USL supports unlimited storage capacity per User and may be transferred between supported Rubrik SaaS Application Protection products (Rubrik for M365 Protection, Rubrik for Salesforce Protection, and Rubrik for Jira Protection).

Overuse

Customer will refrain from any conduct that would, in Rubrik's reasonable judgment, overload or adversely impact the Rubrik Service. Customer agrees it will not use the Rubrik Service to back up more User accounts than the quantity of Service Users it has purchased.

Azure Usage Attribution

When Customer deploys the Rubrik Service, Microsoft can identify the installation of Rubrik Service with the deployed Azure resources. Microsoft can correlate these resources used to support the Rubrik Service. 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.

Data Extraction Terms

While it is normal to restore and extract Customer Data from time-to-time to recover from data loss, there are product usage restrictions for the following data extraction purposes. The following are not permitted with any Rubrik-hosted subscriptions:

- Secondary backup copy
  - Creating frequent copies (either daily, weekly or monthly and anything in between) and exporting it to another location outside of the Rubrik Service. This is not an exhaustive list.
- Backup copy for post-termination purposes
  - Creating a copy for post-termination purposes and exporting it to another location outside of the Rubrik Service.
  - Keeping a copy of all Customer Data to fulfill any specific compliance requirements.
  - If Customer requires a backup copy in this situation, the backup must be completed prior to the expiration of the Subscription Period.

If Customer needs a copy of its Customer Data for reasons other than recovering from a data loss event, it can purchase a one-time extraction service within thirty (30) days of expiration or termination of the applicable Rubrik Service. The extraction service is metered per terabyte. Please note that Customer Data extraction copies will not be indexed at the other location the Customer chooses to store Customer Data, and therefore it will not be searchable and Customer will not be able to browse through the Customer Data or perform restores. Customers should contact their account team for details.

RUBRIK FOR M365 PROTECTION

These Rubrik for Microsoft 365 Protection ("**M365 Service**") product specific terms explain core licensing concepts for the Rubrik for M365 Service.

Product Overview

Rubrik provides policy-based protection of Customers' Microsoft 365 application via its Rubrik Service platform. The solution enables security, simplicity and performance for search and restore operations across Exchange Online, OneDrive, SharePoint, and Teams.

Per User Definition

- A "**User**" of the M365 Service means the individual or individuals authorized by Customer to use Customer's Microsoft 365 applications and whose Microsoft 365 data is backed up using M365 Service. For clarity, a User includes non-person mailboxes such as a shared calendar.
- A User is considered managed if there exists at least one (1) restore point created in the past thirty-one (31) days. After a continuous month-period without backing up a given User, Customer will be able to apply that license to another User.
- The count of Users is the greater of the number of user mailboxes, the number of shared mailboxes, and the number of OneDrives that are protected using the M365 Services.

Per-User Model & Tiers

The Rubrik-hosted M365 Service is licensed on either (1) an unlimited capacity per User basis or (2) a "pooled-storage" model based on capacity-limited per-user licenses. The pooled-storage model means that when customers buy M365 Service licenses, they are limited by both A) the number of Users they can protect, as well as B) the total pooled storage capacity. Storage per User is "pooled," meaning that ten (10) licensed Users with five (5) GB/User would be entitled to a "pooled" total of fifty (50) GB.

For Example:

A customer with 1,000 Users who purchases the 20GB tier must not exceed 20GB x 1,000 users = 20,000GB (20 TB, measured on front-end). Some Users may use 50 GB front-end and others may use 1 GB front-end, but as long as total storage is <20 TB front-end, the customer is still in compliance. If the customer exceeded either 1,000 users or 20TB of capacity, they would be out of compliance.

Rubrik protection defines "Ingested (TB or storage)" as ALL non-expired downloaded data in the SLA window. Front-end on Microsoft's reports is a point-in-time measurement that does not include **relics**, **data churn**, and the **Exchange Archive Mailboxes** that are protected in the M365 Service (and thus included in Rubrik's capacity count). Because of this difference, Rubrik's capacity reports may show higher front-end capacity usage than native M365 reports.

Hosting Options: Rubrik-Hosted or Customer-Hosted

By default, the M365 Service is offered in a Rubrik-hosted environment, in which all data and infrastructure is hosted in a Rubrik-managed public cloud environment. Upon configuration, Customer selects the geographic region for the Azure instance where Customer backup data will be stored. The M365 Service also supports a multi-geo option. However, a Customer-hosted option is available for customers who wish to manage their own data and infrastructure. Customer acknowledges that the M365 Service enables the Customer to access Customer Data from any geographic location and permits the transfer or movement of Customer Data to various devices.

Renewals and Upgrades

The tiers and total User counts can be upgraded at any point, which will be co-termed with the original Subscription Period. Customer is likewise allowed to transition from Customer-hosted to Rubrik-hosted offerings and standalone to bundle offerings at any time and may incur an additional fee.

Subject to general availability, all M365 Service Subscriptions are eligible for renewal at the end of the Subscription Period. Data extraction may be subject to a one-time fee.

Trials

Free thirty (30) day trials of the Rubrik-hosted M365 Service are limited to no more than five hundred (500) Users.

RUBRIK FOR SALESFORCE DATA PROTECTION

These Rubrik for Salesforce Data Protection ("**Rubrik Salesforce Service**") product specific terms explain core licensing concepts for the Rubrik Salesforce Service.

Product Overview

Rubrik provides policy-based protection of Customers' Salesforce environment via its Rubrik Service platform. The solution enables security, simplicity and performance for backup and restore operations on Salesforce platform data.

Licensing Model and Definitions

The Rubrik Salesforce Service is licensed on a per-user basis. Customer must purchase at lease enough licenses to cover their licensed user base, where the licensed user base is equal to the sum of active "Salesforce" and "Salesforce Platform" user licenses of each Salesforce Org protected. Customers can refer to the Salesforce license usage in their Salesforce Admin Console to easily find the count.

Licensing Model and Definitions

The Rubrik Salesforce Service is licensed on a per-user basis. Customer must purchase at least enough licenses to cover their entire licensed user base, where the licensed user base is equal to the sum of active "Salesforce" and "Salesforce Platform" user licenses of each Salesforce Org protected. Customers can refer to the Salesforce license usage in their Salesforce Admin Console to easily find the count.

A "**User**" for the Rubrik Salesforce Service means the individual or individuals authorized by Customer to use Customer's Salesforce environment of the Salesforce Org that is backed up using the Rubrik Salesforce Service.

Rubrik counts the total number of active Salesforce and Salesforce Platform user licenses each day. The license usage amount may vary each day depending on Salesforce user usage. If Customer's Salesforce usage amount for the applicable Salesforce Org decreases, the remaining number of licensed Users can be applied to another Salesforce Org that the Customer may have.

Hosting

The Rubrik Salesforce Service is offered in a Rubrik-hosted environment, in which all data and infrastructure is hosted in a Rubrik-managed public cloud environment. Upon configuration, Customer selects the geographic region for the Azure instance where Customer backup data will be stored. Customer acknowledges that the Rubrik Salesforce Service enables the Customer to access Customer Data from any geographic location and permits the transfer or movement of Customer Data to various devices. Customer further acknowledges that the use of Rubrik Salesforce Services involves transmitting and processing of Customer Data outside of Salesforce's system, including temporarily displaying Customer Data in the user interface of the Rubrik Salesforce Service, to enable Customer to efficiently locate and restore selected Salesforce data. Customer Data will be securely stored outside of Salesforce's system and protected by Rubrik, rather than subject to protection by Salesforce.

Porting Data to Sandbox or Test/Dev Environments

Customer is not permitted to port or seed Customer Data backed up using the Rubrik Salesforce Service into a sandbox org for test/dev purposes; instead, Customer must use the Rubrik Salesforce Service only for backup and recovery. Customers should contact their Rubrik sales representative for more information if they need to seed Customer Data to a sandbox environment.

Renewals and Upgrades

The total User counts can be expanded at any point, which will be co-termed with the original Subscription Period. Subject to general availability, all Service Subscriptions are eligible for renewal at the end of the Subscription Period. Data extraction may be subject to a one-time fee.

RUBRIK FOR JIRA DATA PROTECTION

These Rubrik for Jira Data Protection ("**Rubrik Jira Service**") product specific terms explain core licensing concepts for the Rubrik Jira Service.

Product Overview

Rubrik provides policy-based protection of Customers' Jira software environment via its Rubrik Service platform. The solution enables security, simplicity and performance for backup and restore operations on Jira software data.

Licensing Model and Definitions

The Rubrik Jira Service is licensed on a per-user basis. Customer must purchase at least enough licenses to cover their entire licensed user base. Customers can refer to their Jira software license usage in their Jira Admin Console to easily find the count.

A "**User**" for the Rubrik Jira Service means the individual or individuals authorized by Customer to use Customer's Jira Software environment of the site(s) that are protected using the Rubrik Jira Service.

Rubrik counts the total number of active users with assigned Jira Software licenses that have access to the site being protected. The Rubrik Jira Service can protect multiple sites, so if the Customer has multiple sites to protect, the product will count the number of users for each site.

Hosting

The Rubrik Jira Service is offered in a Rubrik-hosted environment, in which all data and infrastructure is hosted in a Rubrik-managed public cloud environment. Upon configuration, Customer selects the geographic region for the Azure instance where Customer backup data will be stored. Customer acknowledges that the Rubrik Jira Service enables the Customer to access Customer Data from any geographic location and permits the transfer or movement of Customer Data to various devices.

Renewals and Upgrades

The total User counts can be expanded at any point, which will be co-termed with the original Subscription Period. Subject to general availability, all Service Subscriptions are eligible for renewal at the end of the Subscription Period. Data extraction may be subject to a one-time fee.

RUBRIK SCALE PROGRAM TERMS

These Rubrik Scale program license terms include core licensing concepts for the Rubrik Scale Subscription, True-Forward, and Utility offerings.

GENERAL TERMS

Program Overview

Rubrik Scale is available in two (2) licensing models: (1) the Scale Subscription model, which allows Customer license portability between Rubrik appliances, third-party appliances and cloud platforms; and allows Customer to purchase different quantities of hardware and software capacity; and (2) the Scale True Forward model, which, in addition to the attributes of Scale Subscription, allows Customer to purchase additional capacity via "True Forward Cycles".

- "Back-end Terabyte" ("**BETB**") means: The final volume of data protected after compression, deduplication, replication, or other data operations, regardless of the storage target.
- "Front-end Terabyte" ("**FETB**") means: The initial volume of primary data submitted to Rubrik, before compression, deduplication, replication, or other data operations.

Packaging Overview

Both Scale models are licensed as three-year subscriptions with the option to extend to five (5) years. With a single license, Customer can deploy and scale across all hardware and cloud platforms.

Below are the four (4) different packages offered with each Scale model:
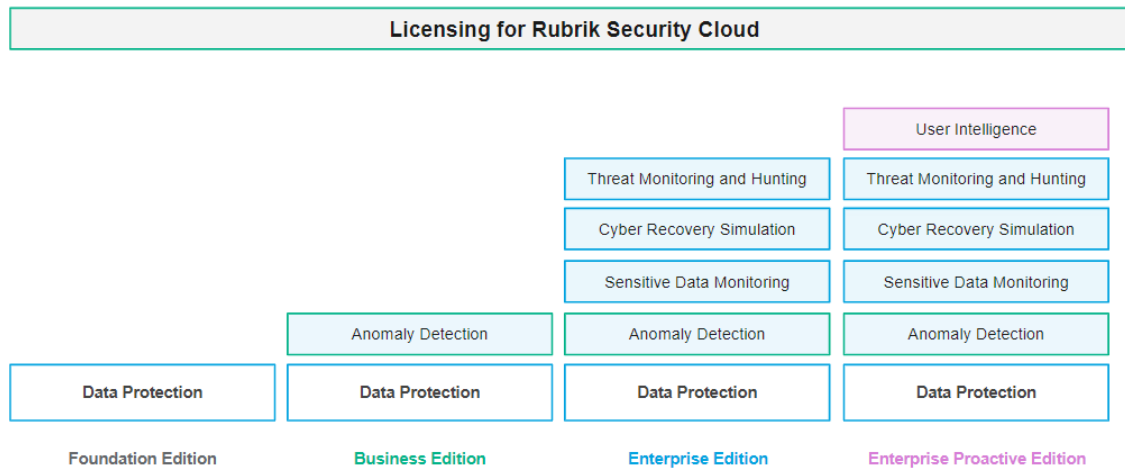
Note: When one (1) TB is purchased, Customer is only entitled to one (1) TB on one (1) of the following platforms: RSC, Edge, **or** Universal Cloud License, not one (1) TB on each of those platforms. By default, Scale Subscription and Scale True Forward on-premise workloads are measured on a BETB basis, and cloud workloads are measured on a FETB basis. FETB measurements for on-premise workloads may be available, subject to approval.

If and when Customer chooses to migrate that one (1) TB of RSC to the cloud, that one (1) TB on-prem will convert to one (1) TB of Universal Cloud License. If Customer requires additional Universal Cloud licensing in addition to the converted licenses, Customer must purchase additional quantities of the license.

Add-On Products (Scale Foundation and Business Editions Only)

The following products are available as add-ons to any Scale Foundation or Business Edition license:

- Ransomware Monitoring and Investigation
- Sensitive Data Monitoring
- Orchestrated Application Recovery

Hardware Purchase Policy

Hardware purchase policies differ between the Scale models, as noted for each Scale model. For avoidance of doubt, e1000 appliances may not be purchased as part of any Scale model offering.

Scale Orders may be placed for use on third-party hardware. Rubrik-branded hardware must be purchased upfront if it is required for a Rubrik Scale purchase. Rubrik-branded hardware may not be purchased during the Subscription Period of an applicable Scale Order which was originally placed for use with third-party hardware.

License Portability

Customer may migrate its Scale licenses across any Rubrik-approved platform(s), including Rubrik-branded hardware, third-party hardware and the public cloud anytime during the applicable Subscription Period without the need to purchase additional Scale licenses (subject to the Customer's licensed capacity). If Customer wishes to migrate data to or from a Rubrik-approved public cloud platform, Customer may convert existing Scale licenses for on-premise storage to Universal Cloud License (1 BETB = 1 FETB), or vice versa.

Rubrik can provide Professional Services to assist Customer to migrate data across hardware platforms upon Customer's placement of an Order for such Professional Services.

SCALE SUBSCRIPTION MODEL TERMS

Includes all of the General Terms listed above for Scale purchases.

- **Licensing.** Scale Subscription allows Customer license portability between Rubrik-branded hardware, third-party hardware, and cloud platforms, and allows Customer to purchase greater SaaS capacity than hardware capacity.

- **Customer Experience Manager (CEM) Requirement.** A CEM may be required for certain Scale Subscription Orders. Customer should confirm applicability with its Reseller.

- **Renewals.** Scale Subscription licenses may be renewed for a minimum of twelve (12) and a maximum of sixty (60) months.

SCALE TRUE FORWARD MODEL TERMS

Includes all of the General Terms listed above for Scale purchases.

- **Licensing.** In addition to the license portability of the Scale Subscription license, Scale True Forward allows Customer to purchase different quantities of hardware and SaaS capacity, as described below, and allows Customer to exceed capacity and to purchase additional capacity via "**True Forward Cycles,**" as described below. The initial Scale True-Forward Subscription Period must be for a minimum of thirty-six (36) months. Scale True Forward is available on an approval basis only.

- **CEM Requirement.** A CEM is required to be purchased for all Scale True Forward Orders.

- **Renewals.** Scale True Forward licenses may be renewed for a minimum of thirty-six (36) and a maximum of sixty (60) months.

- **Scale True Forward Hardware Policy.** At time of purchase and throughout the Subscription Period of the Scale True Forward license, Rubrik permits thirty percent (30%) more SaaS capacity than hardware capacity. This thirty percent (30%) capacity difference only applies to Rubrik-branded hardware purchases, not third-party hardware purchases.

- **Scale True Forward Model Capacity Purchases.** During the Scale True-forward Subscription Period, the CEM will help Customer plan capacity through monthly usage reporting via SentryAI. Customer can add more capacity during any Subscription Period (co-termed to the end of the Subscription Period), based on actual usage. Rubrik will not retroactively charge for unplanned capacity consumed before each Scale Review.

- **True Forward Scale Reviews.** During the Scale True Forward Subscription Period, Rubrik will conduct semi-annual reviews of usage data logs for Customer's global environment to determine the utilized TB capacity ("**Scale Review**"). The first Scale Review will occur approximately six (6) months from the date of the Scale True Forward Order and then once every six (6) months thereafter during the Scale True-Forward Subscription Period.

  If the results of a Scale Review indicate Customer's total utilized capacity exceeds the Scale True Forward capacity purchased, then Rubrik will issue a quote to the applicable channel partner for additional capacity greater than or equal to the seventy-fifth percentile of daily peak usage in the 6-month Scale Review period (or minimum capacity hardware, whichever is larger). Customer agrees to place an Order with its Reseller for such additional Scale True Forward capacity within thirty (30) days of receipt of its Reseller's quote.

- **Capacity Burst Events.** In addition to the semi-annual Scale Reviews, if daily usage data shows that the utilized capacity exceeds the total Scale True Forward capacity purchased by more than thirty percent (30%) at any time prior to the next Scale Review (a "**Capacity Burst**"), then Rubrik will issue a quote to the applicable channel partner for additional capacity greater than or equal to the seventy-fifth percentile of daily peak usage in the current Scale Review period. Customer agrees to place an Order with its Reseller for such additional Scale True Forward capacity within thirty (30) days of receipt of its Reseller's quote. Capacity Burst purchases will be prorated from the date of the Capacity Burst to the end of the Scale True Forward Subscription Period. The next Scale Review will still occur, as described above.

RUBRIK UTILITY PROGRAM TERMS

UTILITY MODEL TERMS

The Utility model offers a consumption billing model with flexibility for on-demand capacity. Utility Model purchases are capacity-based licenses (either terabyte or user-based) which flex to permit additional capacity on demand.

RUBRIK SECURITY CLOUD (RSC) UTILITY (FOR BUSINESS AND ENTERPRISE EDITIONS)

- **Licensing.** RSC Utility offers a consumption billing model with flexibility for On-Demand Capacity. The initial RSC Utility Subscription Period must be for a minimum of thirty-six (36) months. RSC Utility licenses are subject to a Reserve Capacity commitment, plus On-Demand Capacity, if any, as described below.

- **CEM Requirement.** A CEM may be required for certain RSC Utility Orders. Customer should confirm applicability with its Reseller.

- **Definitions:**
    - "**Reserve Capacity**" means the minimum committed capacity [number of Terabytes (TBs)] purchased by Customer as set forth in the applicable Order.
    - "**On-Demand Capacity**" means the actual capacity used above the Reserve Capacity.
    - "**Total Usage**" means Reserve Capacity plus On-Demand Capacity, if any.
    - "**Billing Report**" means the report run on the 25th of each month of the RSC Utility Subscription Period showing Total Usage.
    - "**Customer**" means as applicable the end user or the service delivery partner (SDP).
    - "**Reseller**" means the Reseller (where Customer is the end user) or the distributor (where Customer is a SDP).

- **Measurement.** RSC Utility Total Usage is measured on a per Terabyte (TB) basis using the metering metric, as indicated in the applicable Order, and as indicated in the Billing Report. All RSC Utility deals are licensed on a FETB metering metric. A BETB metering metric is on an exception basis only, subject to approval. The applicable metering metric must remain constant for the duration of the Subscription Period and any renewal.

- **Reserve Capacity and On-Demand Capacity.**
    - Reserve Capacity for the RSC Utility Subscription Period will be invoiced in advance for the billing period by the applicable channel partner at the time the RSC Utility Order is placed.
    - If a Billing Report indicates Customer's Total Usage exceeds the Reserve Capacity, then Rubrik will issue an invoice to the applicable channel partner for the On-Demand Capacity. Customer agrees to pay its Reseller for such On-Demand Capacity as set forth in the Order.

- **Requirements & Terms:**
    - RSC Utility clusters shall not be mixed or used with any other cluster (e.g., RSC Utility and standard Rubrik Security Cloud, or any previously licensed RCDM cluster cannot be in the same cluster).
    - All clusters must remain with the originally assigned RSC Utility purchase (Foundation or Enterprise Edition). Additional RSC Utility purchases may not be added to the cluster(s) associated with any previous RSC Utility purchase.
    - Customer must assist Rubrik in linking cluster IDs to the applicable RSC Utility Order.
    - RSC Utility FETB and BETB models cannot be combined.
    - Customer may be required to assist Rubrik in verifying the accuracy of Total Usage for Billing Report purposes.

  o   Firewall ports required to send telemetric data to Rubrik showing Total Usage for the Billing Report must remain open for the Subscription Period.

M365 UTILITY

- **Licensing.** M365 Utility offers a consumption billing model with flexibility for On-Demand Capacity. The initial M365 Utility Subscription Period must be for a minimum of thirty-six (36) months. M365 Utility licenses are subject to a Reserve Capacity commitment, plus On-Demand Capacity, if any, as described below.

- **CEM Requirement.** A CEM may be required for certain M365 Utility Orders. Customer should confirm applicability with its Reseller.

- **Definitions:**
  o   "**Reserve Capacity**" means the minimum committed capacity (number of M365 users) purchased by Customer as set forth in the applicable Order.
  o   "**On-Demand Capacity**" means the actual number of M365 users above the Reserve Capacity.
  o   "**Total Usage**" means Reserve Capacity plus On-Demand Capacity, if any.
  o   "**Billing Report**" means the report run on the 25th of each month of the M365 Utility Subscription Period showing Total Usage.
  o   "**Customer**" means as applicable the end user or the service delivery partner (SDP).
  o   "**Reseller**" means the Reseller (where Customer is the end user) or the distributor (where Customer is a SDP).

- **Measurement.** M365 Utility Total Usage is measured on a per-user metering metric, as indicated in the applicable Order, and as indicated in the Billing Report. All M365 Utility deals are licensed on a per-user metering metric.

- **Reserve Capacity and On-Demand Capacity.**
  o   Reserve Capacity for the M365 Utility Subscription Period will be invoiced in advance for the billing period by the applicable channel partner at the time the M365 Utility Order is placed.
  o   If a Billing Report indicates Customer's Total Usage exceeds the Reserve Capacity, then Rubrik will issue an invoice to the applicable channel partner for the On-Demand Capacity. Customer agrees to pay its Reseller for such On-Demand Capacity as set forth in the Order.

- **Requirements & Terms:**
  o   M365 Utility clusters shall not be mixed or used with any other cluster (e.g., M365 Utility and standard Rubrik Security Cloud, or any previously licensed RCDM cluster cannot be in the same cluster).
  o   All clusters must remain with the originally assigned M365 Utility purchase. Additional M365 Utility purchases may not be added to the cluster(s) associated with any previous M365 Utility purchase.
  o   Customer must assist Rubrik in linking cluster IDs to the applicable M365 Utility Order.
  o   Customer may be required to assist Rubrik in verifying the accuracy of Total Usage for Billing Report purposes.
  o   Firewall ports required to send telemetric data to Rubrik showing Total Usage for the Billing Report must remain open for the Subscription Period.

UNIVERSAL CLOUD LICENSE (UCL) UTILITY

- **Licensing.** UCL Utility offers a consumption billing model with flexibility for On-Demand Capacity. The initial UCL Utility Subscription Period must be for a minimum of thirty-six (36) months. UCL Utility licenses are subject to a Reserve Capacity commitment, plus On-Demand Capacity, if any, as described below.

- **CEM Requirement.** A CEM may be required for certain UCL Utility Orders. Customer should confirm applicability with its Reseller.

- **Definitions:**
  - **"Reserve Capacity"** means the minimum committed capacity [number of Terabytes (TBs)] purchased by Customer as set forth in the applicable Order.
  - **"On-Demand Capacity"** means the actual capacity used above the Reserve Capacity.
  - **"Total Usage"** means Reserve Capacity plus On-Demand Capacity, if any.
  - **"Billing Report"** means the report run on the 25th of each month of the UCL Utility Subscription Period showing Total Usage.
  - **"Customer"** means as applicable the end user or the service delivery partner (SDP).
  - **"Reseller"** means the Reseller (where Customer is the end user) or the distributor (where Customer is a SDP).

- **Measurement**. UCL Utility Total Usage is measured on a per Terabyte (TB) basis using the metering metric, as indicated in the applicable Order, and as indicated in the Billing Report. All UCL Utility deals are licensed on a FETB metering metric. A BETB metering metric is on an exception basis only, subject to approval. The applicable metering metric must remain constant for the duration of the Subscription Period and any renewal.

- **Reserve Capacity and On-Demand Capacity.**
  - Reserve Capacity for the UCL Utility Subscription Period will be invoiced in advance for the billing period by the applicable channel partner at the time the UCL Utility Order is placed.
  - If a Billing Report indicates Customer's Total Usage exceeds the Reserve Capacity, then Rubrik will issue an invoice to the applicable channel partner for the On-Demand Capacity. Customer agrees to pay its Reseller for such On-Demand Capacity as set forth in the Order.

- **Requirements & Terms:**
  - UCL Utility clusters shall not be mixed or used with any other cluster (e.g., UCL Utility and standard Rubrik Security Cloud, or any previously licensed RCDM cluster cannot be in the same cluster).
  - All clusters must remain with the originally assigned UCL Utility purchase (Foundation or Enterprise Edition). Additional UCL Utility purchases may not be added to the cluster(s) associated with any previous UCL Utility purchase.
  - Customer must assist Rubrik in linking cluster IDs to the applicable UCL Utility Order.
  - UCL Utility FETB and BETB models cannot be combined.
  - Customer may be required to assist Rubrik in verifying the accuracy of Total Usage for Billing Report purposes.
  - Firewall ports required to send telemetric data to Rubrik showing Total Usage for the Billing Report must remain open for the Subscription Period.

RUBRIK CLOUD VAULT PRODUCT SPECIFIC TERMS

These Rubrik Cloud Vault ("**RCV**") product specific terms explain core licensing concepts for RCV. Additional product specific terms applicable to Rubrik-hosted Universal Cloud License and Rubrik-hosted NAS Cloud Direct are included below in this Section. All General RCV Terms are applicable to Subscriptions for Rubrik-hosted Universal Cloud License and Rubrik-hosted NAS Cloud Direct.

GENERAL RCV TERMS

Product Overview

RCV is a cloud storage service hosted in Rubik's Microsoft Azure tenant where Customer may store Customer Data, as described in the applicable Documentation, for the Subscription Period in line with the Capacity Entitlement (defined below) as set forth in an applicable Order.

Procurement Option

RCV is available as an add-on product to the Rubrik Service. Customer is required to have a Rubrik Security Cloud subscription as a prerequisite to use RCV. RCV licenses are offered on a per back-end terabyte pricing model. Pricing varies depending on the storage tier and geographic region or zone selected. There are two (2) storage tiers available for purchase: (i) Azure storage tier designated for backup and (ii) Azure storage tier designated for archive. Customers may purchase a mix of storage tiers based on their need. Customers also select at the time of purchase the geographic location where the Azure storage instance will be located. Customers pay for their storage upfront on a minimum one (1)-year Subscription Period. Customer commits to a storage tier upfront and buys capacity related to a specific tier and geographic location zone. Customers cannot switch storage amounts between tiers or zones.

Renewals and Upgrades

License tiers and total license counts can be upgraded at any point, co-termed with the original Subscription Period. Subject to general availability, all RCV licenses are eligible for renewal at the end of the Subscription Period. Data extraction may be subject to a one-time fee.

Configuration

RCV is available in three configurations: with locally-redundant storage ("**LRS**"), meaning storage in a designated Azure geographic instance; or for an extra cost, with either geographic or zone redundant storage, where the data is replicated automatically across Azure geographies or zones. At the time of purchase of the LRS configuration, Customer is responsible for selecting the geographic location of the Azure instance storing Customer Data. Customer acknowledges that RCV enables Customer to access Customer Data from any geographic location and enables Customer to transfer or move Customer Data to various Customer devices.

Capacity Entitlement

RCV usage is measured in BETB corresponding to the data stored in RCV. The usage (BETB) is compared with the capacity purchased under the applicable Order ("**Capacity Entitlement**") continuously to evaluate if usage has exceeded the Capacity Entitlement. Usage is aggregated for comparison separately for each RCV SKU configuration. Customer will not use RCV to store more terabytes of Customer Data than the Capacity Entitlement, and it is solely Customer's obligation to not exceed the Capacity Entitlement. Customer acknowledges and agrees that Customer Data exceeding the Capacity Entitlement will not be stored on RCV.

Egress Limits

Customer will not download more than ten percent (10%) of its total Customer Data from RCV during each twelve (12) months of the applicable Subscription Period ("**Egress Limit**"). The foregoing Egress Limit will not apply in the event Customer is responding to: (a) a cybersecurity incident, where a "cybersecurity incident" is the occurrence of an event that prompts an organization to require a response and recovery because the event either (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of applicable cybersecurity and privacy laws or regulations; or, (b) a force majeure or disaster recovery event which results in the originating infrastructure being inaccessible for recovery efforts.

Minimum Storage Period

Customer must adhere to the following minimum storage periods for Customer Data, according to the specific tier purchased: (a) for the Azure storage tier designated for backup, Customer Data must remain stored on RCV for a minimum of thirty (30) consecutive days from the date initially stored; (b) for the Azure storage tier designated for archive, Customer Data must be stored on RCV for a minimum of one hundred and eighty (180) consecutive days.

Azure Usage Attribution

When Customer deploys RCV, Microsoft can identify the installation of the Rubrik Service with the deployed Azure resources. Microsoft can correlate these resources used to support the Rubrik Service. 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.

Data Extraction Terms

While it is normal to restore and extract data from time-to-time to recover from data loss, there are product usage restrictions for the following data extraction purposes. The following are not permitted with any Rubrik-hosted subscriptions:

- Secondary backup copy
    - Creating frequent copies (either daily, weekly or monthly and anything in between) and exporting it to another location outside of the Rubrik Service. This is not an exhaustive list.
- Backup copy for post-termination purposes
    - Creating a copy for post-termination purposes and exporting it to another location outside of the Rubrik Service.
    - Keeping a copy of all backup data to fulfill any specific compliance requirements.
    - If Customer requires a backup copy in this situation, the backup must be completed prior to the expiration of the Subscription Period.

If Customer needs a copy of Customer Data for reasons other than recovering from a data loss event, it can purchase a one-time extraction service. The extraction service is metered per terabyte. Please note that data extraction copies will not be indexed at the other location the Customer chooses to store Customer Data, and therefore it will not be searchable such that Customer can easily browse through the Customer Data and perform restores. Customers should contact their account team for details.

UNIVERSAL CLOUD LICENSE

The following product specific terms apply to the Universal Cloud License ("**UCL**"). UCL is offered by Rubrik as either Customer-hosted or hosted by Rubrik on RCV ("**Rubrik-hosted UCL**"). Customer consents to Customer Data storage in Rubrik RCV for Rubrik-hosted UCL.

Product Overview

UCL includes Rubrik's Cloud Native Protection and Cloud Cluster-ES products.

Capacity Entitlement

UCL is offered on a FETB pricing model. FETB corresponds to the initial volume of primary data submitted to Rubrik, before compression, deduplication, replication, or other data operations. Actual UCL usage is compared with the capacity purchased under the applicable Order ("**Capacity Entitlement**") continuously to evaluate if usage has exceeded the Capacity Entitlement.

Procurement Options

Rubrik-hosted UCL uses RCV as a data storage target and offers additional data security features. Rubrik-hosted UCL requires the purchase of Rubrik Cloud Vault. To use certain Rubrik security features with UCL, Customer must purchase the specific UCL bundle containing those features.

Configuration

Customer Data protected using Rubrik-hosted UCL is stored in a RCV backup tier and must be hosted in a geographic region where RCV is available. Customer Data in RCV is hosted in the same Azure geographic region as the source data.

Minimum Storage Period

Customer Data stored using Rubrik-hosted UCL must remain stored on RCV for a minimum of thirty (30) consecutive days from the date initially stored.

Data Deletion Policy

When Customer either (a) allows license to lapse without renewal, or (b) discontinues payment; Rubrik will retain data to maximum contract expiry date or thirty (30) days, whichever is earlier.

Overuse

Customer will not engage in any conduct that would, in Rubrik's reasonable judgment, overload or adversely impact the Rubrik Service, including RCV.

RUBRIK-HOSTED NAS CLOUD DIRECT ON RCV

The following product specific terms apply to NAS Cloud Direct ("**NAS CD**"). NAS CD is offered by Rubrik as either Customer-hosted or hosted by Rubrik on RCV ("**Rubrik-hosted NAS CD**"). For Rubrik-hosted NAS-CD, Customer consents to Customer Data storage in Rubrik's RCV Service.

Product Overview

NAS CD enables Customer to secure file data stored on NAS devices accessible via SMB and NFS file storage protocols. NAS CD secures the data by backing up the files from NAS devices to a variety of storage targets including on premise/cloud based NFS or S3 compatible storage targets.

Capacity Entitlement

NAS-CD is offered on a FETB pricing model. FETB corresponds to the initial volume of primary data submitted to Rubrik, before compression, deduplication, replication, or other data operations. Actual NAS-CD usage is compared with the capacity purchased under the applicable Order ("**Capacity Entitlement**") continuously to evaluate if usage has exceeded the Capacity Entitlement.

Procurement Options

Rubrik-hosted NAS CD uses RCV as a data storage target and offers additional data security features. Rubrik-hosted NAS CD requires the purchase of Rubrik Cloud Vault
. To use certain Rubrik security features with NAS CD, Customer must purchase the specific NAS CD bundle containing those features.

Configuration

Customer Data protected using Rubrik-hosted NAS CD is stored in a RCV archive tier and must be hosted in a geographic region where RCV is available. Customer Data in RCV is hosted in the same Azure geographic region as the source data.

Data Deletion Policy

When Customer either (a) allows license to lapse without renewal, or (b) discontinues payment; Rubrik will retain data to maximum contract expiry date or thirty (30) days, whichever is earlier.

Overuse

Customer will not engage in any conduct that would, in Rubrik's reasonable judgment, overload or adversely impact the Rubrik Service, including RCV.