

Rubrik End User License Agreement

These terms and conditions apply to business clients only.

These product specific terms and conditions, along with the accompanying Master Service Agreement and Business Service Agreement, supplement and compose the entirety of the contract between the parties.

Subscription Rights. End User is granted a limited non-sublicensable, non-transferable, and non-exclusive right to use the components of Rubrik Solution paid for by the End User solely for End User's internal business purposes and in accordance with the Documentation, and (as applicable) solely any subscription periods for which End User has paid the applicable subscription fees. End User may make copies of the Documentation solely for End User's internal use.

License Exclusions. End User will not, nor permit anyone else to: (i) copy, modify, or distribute (or otherwise make available to or use for the benefit of others) the Rubrik Solution; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code, algorithms or structure, sequence and organization of the Rubrik Solution (including the Software); (iii) rent, lease, or otherwise use the Rubrik Solution on behalf of any third party; (iv) use the Rubrik Solution for performing comparisons or other benchmarking activities; (v) disrupt the integrity or performance of, the Rubrik Solution or the data contained therein or access the Rubrik Solution for the purpose of building a competitive product or service or copying its features or user interface, or (vi) use any component of the Rubrik Solution for which fees have not been fully paid or otherwise except as expressly licensed to such End User.

Title and Protection. Rubrik owns all worldwide right, title and interest in and to the Rubrik Solution and Documentation and all derivatives, modifications and enhancements thereof, and all related intellectual property rights. End User will not delete or alter the proprietary rights notices appearing on the Rubrik Solution or Documentation.

Termination. Within thirty (30) days after termination of the End User Agreement, End User will certify in writing that all copies of the Software and Documentation in its possession or control have been destroyed or returned.

Confidentiality. End User will hold the Software and Documentation in confidence and will protect the same with at least the same degree of care with which the End User protects its own similar confidential information.

Export. End User will not export, re-export, or import the Software or Documentation without the appropriate United States or foreign government licenses.

Disclaimer of Warranty. Except for the limited warranty offered directly to the End User by Rubrik, the End User Agreement must state that Rubrik and its suppliers and licensors disclaim any warranty of any kind, including any warranty of title, merchantability, fitness for a particular purpose or non-infringement.

Liability Limitation. The End User Agreement must disclaim Rubrik's and its suppliers' and licensors' liability for any damages directly to the End User, whether direct or indirect, incidental or consequential, arising in connection with the End User Agreement and/or the End User's use of the Rubrik Solution. Rubrik's sole liability to any End User shall be as described in its standard end user agreement and limited warranty.

BUSINESS BACKUP AND BACKUP PRO SERVICES

Pricing is based on initial assessment. Pricing for Services provided assume no significant changes to the client environment, client data, or client infrastructure. If, in the sole discretion of Provider, such significant changes occur during the term of the Agreement, the parties agree that Service activities and the associated price will be revised to accommodate such changes.

Additional hours for administration services are billed at one hundred seventy-five dollars (\$175) per hour, unless otherwise noted. Administrative services are billed in fifteen (15) minute increments with no minimums. Client will be billed for reasonable and customary related travel expenses that may be incurred as part of the services provided by Provider.

Subject to the MSA, Client has sole and exclusive control and responsibility for the determination of what data is sent to Provider and remains on Provider's infrastructure.

Client shall provide and incur the cost for the hardware, supported operating system, Internet access and appropriate network connectivity that is needed for the software provided by Provider (the "Software") to operate properly. At the request of Provider, Client shall upgrade any third party software in a timely manner. Client may refuse to upgrade third party software in the event that Client's existing third party software supplier does not authorize such upgrade, provided, however, Provider HEREBY DISCLAIMS ANY AND ALL LIABILITY OR HARM ASSOCIATED WITH ANY FAILURE OF ANY SERVICES, SOFTWARE, HARDWARE OR ANY OTHER FAILURE RELATED, DIRECTLY OR INDIRECTLY, TO THE FAILURE OF CLIENT TO UPGRADE PROVIDER OR THIRD PARTY SOFTWARE IN A TIMELY MANNER.

Client shall perform regular backups using the Software, communicate any errors promptly to Provider and also monitor backups and work with Provider to resolve any noted errors.

Client shall be responsible for ensuring the communication services and equipment used to connect to the Provider Services are reliable and agrees to provide a technical environment for the required access to and use of the Software and the Services, which environment meets the standard system requirements as determined by Provider from time to time.

Client shall designate an on-site coordinator to manage day-to-day support and interactions with Provider and be responsible for addressing training, implementation and support issues related to the Services. Client is also responsible for notifying Provider of any changes in authorized personnel who can request additions, removals or other Service activities and shall notify Provider of any changes in servers, tasks, retention schedules or technical environment so that the vaulted data may be adjusted.

If Client designates a consultant to coordinate backup and recovery activities, Client shall be responsible for the actions or breaches of the consultant and shall notify Provider promptly of any change of consultants.

Provider shall provide Client the following support services ("Support Services") in connection with the Backup Service: Monday to Friday, from 8:00 a.m. to 6 p.m. CST: (i) problem reporting (ii) telephone support for problem determination, verification, and resolution (or instruction as to work around, as applicable) on a call-back basis; (iii) commercially reasonable efforts to diagnose and resolve defects and errors in the Services; and (iv) upgrades to the Services as may be developed in Provider's sole discretion. Support services do not include the provision of or support for products other than the Services. Fees for additional services beyond basic service rates and installation charges are listed below in the Professional Services and Other Fees table.

Provider does not represent or warrant that the Services provided under this proposal comply with Clients' compliance related obligations under any rules, regulations, applicable laws or similar requirements. Provider may, upon Client request, provide documentation to assist Client in its compliance related obligations.

Provider shall use reasonable commercial efforts to provide Client access to the Services. Client acknowledges and agrees that actual access to Client's data may be delayed if Client's technical environment does not comply with the minimum requirements specified in the installation notes for the Software provided to Client including, but not limited to bandwidth availability, system I/O and processor speed. Provider shall have no obligation to provide any Services to Client if Client has: (i) deleted or modified the Software or the database tables or procedures created or maintained therein or (ii) failed to maintain the minimum technology standards required as noted in the installation notes of the Software.

A list of optional services and associated fees beyond basic service rates and installation fees can be found in the Business Backup Professional Services and Other Fees Table.

Business Backup Professional Services and Other Fees Table	
Description of Service	Fees
Mobile Vault Initial Seed Dispatch (Storage device sent to client site in hard-shell protected case)	Included (up to 3 days)
Mobile Vault Rental Post-Install (for disaster recovery testing or large recoveries)	\$195 (up to 3 days)
Mobile Vault Rental Over 3 Days (Scheduled or Unscheduled)	\$50/additional day
Post-Install Formal Training (done through remote session)	\$175/hour
Tailored Professional Services Agreement (includes: onsite, customized reporting, training etc.)	\$175/hour + expenses
Password Escrow Service (physical storage of client password at Provider site)	\$195/year
Additional Billing Group (after setup - for purpose of billing multiple client sites separately)	\$175/hour
Media Cut of All or Portion of Client's Backup Data	\$1/GB (\$500 minimum)
Storage Device Provided by Provider for Media Cut	Market Rates