

Support Portal User Agreement

Welcome to Rubrik's Support Portal. When you use the Portal (defined below), you're agreeing to these terms and conditions of use, which is a contract between you and us.

You are entering into this agreement with Rubrik, Inc. (“we,” “us” or “**Rubrik**”), located at 3495 Deer Creek Rd, Palo Alto, CA 94304, USA.

1. General

1.1. The Rubrik Support Portal (“**Portal**”) is a web-based platform (the “**Site**”) hosted at <https://support.rubrik.com> that enables you and other users (the “**Users**”) to post comments and questions relating to Rubrik's products and services and participate in other programs available on the Portal.

1.2. You agree that by providing us with your information and clicking “Accept”, you are entering into a legally binding agreement with us.

1.3. We call the terms and conditions set out in this document the “**User Agreement**”. Your “**Agreement**” with us includes this User Agreement, our Privacy Policy (located at <https://www.rubrik.com/privacy-policy/>) and any other terms that are displayed to you on the Site when you use the Service and/or additional features or services (if any), all as may be amended from time to time. If you do not agree to any of the terms of the Agreement, do not sign into the Site or use the Portal.

2. Sharing and Portal Participation

2.1. Your participation in the Portal is completely voluntary.

2.2. The Portal may allow you to interact with us and other Users by posting your own content to the Portal. “**Content**” means anything you post to the Portal, including opinions, expressions, points of view, articles, videos, messages, photos, advice or any other information.

2.3. As between you and us, you own the Content that you post to the Portal. However, by posting Content, you give us the right to use this Content, subject to certain limitations that we set out below. This means that if you post Content on the Portal, you give us and our corporate affiliates (which are companies that we own or that are under common ownership with us) a non-exclusive, royalty-free, perpetual, transferable and sublicensable license to use, copy, modify, distribute, publish and process your Content, without any further consent, notice, or compensation to you or any other third party. Notwithstanding the foregoing, any Content containing feedback or suggestions regarding our products or services will not be considered proprietary to you. We will be free to use such feedback and suggestions as we choose, including incorporating such feedback and suggestions into our products and services, without any compensation to you.

2.4. While we will not generally modify or amend your Content, we may make formatting changes to your Content. We may decide not to post your Content or delete Content at any time, in our sole discretion.

2.5. Certain programs that are available on the Portal allow you to attain "likes", "best answers", points, rewards, badges, and other achievements based on your contributed Content and feedback received by Rubrik and other Users regarding its value to the community or for your participation in other programs available on the Portal. You may also complete Rubrik authorized training, events, and exams in the Portal, at Rubrik University <<https://training.rubrik.com>> , or at another site sponsored by or on behalf of Rubrik or physical location to increase your Rubrik expertise. Any of these types of activities, promoted by or on behalf of Rubrik about you to the other Users in the Portal, is an "Achievement".

2.6. By participating in a program available on the Portal, you acknowledge and agree that your Achievements will be shared in the Portal as part of your personal "Profile", which includes but is not limited to editable Content including a unique nickname and an optional and uploadable image that is visible by other program participants.

2.7. You agree to review your initial system-defined Profile and to edit it as desired to retain anonymity or to promote your personal identity in the Portal at your discretion and in alignment with Rubrik's Privacy Policy <<https://www.rubrik.com/privacy-policy/>> and the Portal Rules defined in this Agreement.

2.8. Given some Achievements may be required to qualify your employer for certain Rubrik programs and benefits, Rubrik also reserves the right to share your Achievements with other employees of Rubrik and your own organization's employees on a "need to know basis" only and as governed by Rubrik's Privacy Policy <<https://www.rubrik.com/privacy-policy/>> and the relationship agreement established between Rubrik and your employer.

2.9. Rubrik may share limited information about your Achievements with Rubrik service providers so they may offer you an option to promote your Achievements beyond the Portal, such as on social networking sites of your choosing. This is entirely at your own discretion.

2.10. Some Achievements may also include gifts or redeemable rewards, but only on an as available basis and subject to limitations by location or by policies defined by Rubrik and your employer. By participating in a program that includes redeemable rewards or gifts, you agree that your name may be shared with other participants within your organization in an effort to promote sharing of reward points received but not redeemed. Rubrik makes no guarantee regarding the availability of stated awards for Achievements.

2.11. Rubrik reserves the right to revoke Achievements in which the User is found to be in breach of this user agreement or if the User has gamed the system in some unethical way.

2.12. For your convenience, the Portal may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Portal. If you choose to access any such sites, you do so at your own risk. We have no control over the

contents of any third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. Your use of any third -party site is subject to any terms and conditions of such third-party sites.

3. The Portal Rules

3.1. We have certain rules that we require all of the Users of the Portal to follow. These rules help to ensure that the Portal functions properly and benefits all participants, including us.

3.2. You agree that you will:

- a. be at least 18 years old (and you cannot use the Portal if you are younger than 18);
- b. choose a strong password, keep your password secure and confidential. You (and your employer) are responsible for anything that happens through your account unless the use happens after you've closed your account;
- c. use the Portal in a professional manner and in accordance with any usage guidelines we may make available from time to time;
- d. provide accurate and correct information about yourself and your employer to us and keep it updated; and
- e. only post Content that does not violate the law or anyone else's rights (including somebody's intellectual property rights).

3.3. You agree that you will not:

- a. create an account for somebody else; unless you are authorized as your company's Admin Panel administrator for Rubrik Support and the account created is for the exclusive use of a colleague or partner user with a critical business need for access.
- b. use or attempt to use another User's account;
- c. harass, abuse, or harm another person;
- d. scrape or copy profiles and information of others through any means;
- e. act in an unlawful, libelous, abusive, obscene, discriminatory, or otherwise in an objectionable manner (to be determined within our sole discretion);
- f. post Content that you do not have the right to post;
- g. violate our intellectual property rights or use our intellectual property rights in anyway other than as expressly permitted by us;

- h. post any Content that constitutes unsolicited or unauthorized advertising, such as junk mail, spam, or any other form of solicitation that we have not authorized;
- i. post any Content or otherwise interact with the Portal in any way that contains and/or spreads viruses, worms, or any other harmful code;
- j. copy or use the Content of others, in connection with a service that competes with Rubrik;
- k. reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive all or part of the source code for the Portal or any related technology;
- l. use bots or other automated methods to access the Portal;
- m. monitor the availability, performance, or functionality of the Portal for any competitive purpose;
- n. engage in framing, mirroring, or otherwise simulating the appearance or function of the Portal;
- o. rent, lease, loan, trade, or sell/re-sell access to the Portal or any related information, data or Content;
- p. imply or state that you are affiliated with us or endorsed by us without our prior written consent;
- q. remove any intellectual property rights notices in the Portal;
- r. collect, use, copy, or transfer any third party Content without our consent; or
- s. override or attempt to override any security features of the Portal.

4. Messages, the Service, and Limitations

4.1. The Portal may allow for the sharing of Content and communication with other Users. Other Users may see Content that you post, depending on the settings we offer and your choice of how to manage such settings.

4.2. We do not have to publish your Content, nor do we have to allow you to post Content. We reserve the right to remove any Content at any time for any reason, within our sole discretion.

4.3. We may change, suspend, or end any part or all of the Portal at any time for any reason, in our sole discretion. To the extent permissible under applicable law, these changes are effective upon notice to you. Following such a change, if you do not want to continue to use the Portal, please close your account immediately by sending a request to support@rubrik.com.

4.4. The Portal is not a storage service. We have no obligation to store, maintain, or provide you a copy of any Content that you or others provide, except to the extent this is required in accordance with applicable law and as set out in our Privacy Policy (located at <https://www.rubrik.com/privacy-policy/>).

4.5. Since we do not review Content before it is published, you may see Content that is inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Although we do our best to encourage Users to follow the Portal rules, you agree that we are not responsible for Content posted by anybody but us, or for any damages as a result of your use or reliance on such Content.

4.6. By setting up a profile and using the Portal, you give us consent to email information to you about programs available from the Portal, related services from us, and/or related services from third parties. Your personal data will be used in accordance with Rubrik's [Rubrik | Privacy Policy](#). You will always have the opportunity to opt-out of receiving emails from the footer of every email we send you.

5. Disclaimer of Warranties; Exclusions and Limits of Liability

*****Please read this entire section 5, as it excludes and limits our liability to you in certain ways*****

5.1. We do not exclude or limit any liability that cannot be excluded or limited under applicable law. If you live in a country where any of the exclusions and/or limitations set out in this section 5 are not allowed, such exclusions and/or limitations do not apply to you.

5.2. Subject to section 5.1, we:

- a. will provide you access to the Portal and any related services with reasonable skill and care, provided that we disclaim all other warranties, conditions, representations or other terms, whether express or implied;
- b. do not guarantee that the Portal will function without interruption or errors, or at all; and
- c. will provide the Portal on an "as is" and on an "as available" basis, subject to 5.2(a).

5.3. Subject to sections 5.1 and 5.2, we exclude all liability, whether in tort (including for negligence), breach of statutory duty, contract, misrepresentation, restitution or otherwise, direct or indirect, whether foreseeable, known, foreseen or otherwise, for any: (a) lost profits (of any kind); (b) loss or corruption of data; (c) loss of reputation or goodwill; or (d) for any special, indirect or consequential loss, costs, damages, charges or expenses, however arising.

5.4. Subject to sections 5.1, 5.2 and 5.3, our total liability, however arising, will under no circumstances exceed in aggregate, \$1,000.

5.5. If anyone brings a claim against us related to your actions or any Content you post to the Portal, you will indemnify us from all damages, losses, and expenses of any kind (including reasonable legal fees and costs) that we suffer arising out of claim.

6. Suspension and termination

6.1. We may suspend your access to your account if you violate any material obligation of this Agreement.

6.2. We may terminate this Agreement at any time for any reason, with notice to you. On termination, you lose the right to access or use the Portal.

6.3. The sections of this Agreement that need to survive termination in order to give full effect to their provisions (including, but not limited to, Sections 1, 5, 6, 7 and 8), survive this Agreement's termination.

7. Complaints about Content

7.1. We respect the intellectual property rights of others. It is our aim that the Portal contains no content that violates any third party rights. We try to accomplish this via this User Agreement. In addition, we also set out the policies and procedures in this section 7 for individuals to identify potentially problematic or infringing Content.

7.2. When you submit a complaint to us, whether or not we take action, we may make a good faith effort to notify the individual who posted or submitted the Content, including by providing the complainant's contact information, so that the individual who posted the Content is notified of the alleged violation of intellectual property rights or other content violation.

7.3. Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

8. Claims regarding copyright infringement

It is Rubrik's policy to comply in full with the requirements of the Digital Millennium Copyright Act of 1998 ("DMCA"). Please see our DMCA policy, including instructions for submitting a takedown notice, at <https://www.rubrik.com/legal/dmca-policy>.

9. Miscellaneous

9.1. The only way you can provide us legal notice is to legal@rubrik.com or the physical address we have provided at the beginning of this User Agreement.

9.2. The following rules of interpretation apply to this Agreement: (a) the words “include” and “including” are deemed to have the words “without limitation” following them; (b) references to the singular include the plural and vice versa; and (c) references to “will” are to be construed as having the same meaning as “shall”.

9.3. If any term of this Agreement is found invalid, illegal or unenforceable, the rest of the Agreement remains in effect.

9.4. If we do not enforce a term of the Agreement, it is not a waiver of that term or any other term.

9.5. This Agreement makes up the entire agreement between you and us, and supersedes any prior agreements.

9.6. You will not transfer any of your rights or obligations under this Agreement to anyone else without our consent. All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, sale of assets, by operation of law or otherwise.

9.7. We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. All such modifications are effective immediately upon posting and apply to all access to and continued use of the Portal. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

9.8. This Agreement shall be construed in accordance with and governed by the laws of the State of California and subject to the exclusive jurisdiction of the State of California.