RUBRIK, INC.
DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the Rubrik Service Agreement or other mutually accepted written (including electronic) agreement between Rubrik and Customer governing Customer's use of the Rubrik Service ("**Agreement**"). This DPA becomes effective on the date that the Customer accepts the terms of the Agreement and consists of: (i) Exhibit 1 – The Details and Nature of the Processing; and if applicable, (ii) Standard Contractual Clauses with Annexes I-IV ("**SCCs**"), which shall be applicable to international transfer of Customer Personal Data from the European Economic Area ("**EEA**") to Rubrik located in a third country; and (iii) the UK Addendum to the SCCs, which shall be applicable to any international transfer of Customer Personal Data from the UK to Rubrik located in a third country.

In the event of any conflict or inconsistency between the terms of the Agreement and this DPA, the terms of this DPA shall prevail. For clarity, the terms of the SCCs or UK Addendum, as applicable, shall prevail over any other term in this DPA. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. If required by applicable Data Protection Laws and at Customer's request, Rubrik and Customer will execute an additional agreement.

1.   DEFINITIONS.

1.1   **"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data.

1.2   **"Customer Personal Data"** means Customer Data that is Personal Data (defined below) owned or controlled by Customer and which Rubrik, a Rubrik Affiliate or Subprocessor may Process in the course of providing the Rubrik Service.

1.3   **"Data Protection Laws"** means all laws and regulations, including laws and regulations of the European Union, the EEA and its member states, Switzerland, the United Kingdom, and the United States, (including without limitation, the U.S. Data Protection Laws) applicable to the Processing of Customer Personal Data under this DPA. For the avoidance of doubt, if Rubrik's Processing involving Customer Personal Data is not within the scope of a given Data Protection Law, then such law is not applicable for purposes of this DPA.

1.4   **"Data Subject"** means the identified or identifiable person to whom Personal Data relates.

1.5   **"GDPR"** means as applicable: (i) the Regulation (EU) 2016/679 (General Data Protection Regulation) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC ("**EU GDPR**"); and (ii) the EU GDPR, as incorporated into the laws of the United Kingdom under the European Union (Withdrawal) Act 2018 ("**UK GDPR**"), in each case as may be amended or superseded from time to time.

1.6   **"Personal Data", "Personal Information"**, and/or **"Personally Identifiable Information",** which shall be referred to individually or collectively in this DPA as "Personal Data", means (i) any information relating to an identified or identifiable natural person; and/or (ii) any information that identifies, relates to, describes, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Unless prohibited or specifically governed by Data Protection Laws, Personal Data shall not include information or data that is anonymized, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

1.7   **"Personal Data Breach"** means a breach of Rubrik's obligations set forth in the Data Security Schedule found here: https://www.rubrik.com/en/legal, which leads to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

1.8   **"Processor"** means an entity which is Processing Customer Personal Data on behalf of the Controller.

1.9   **"Process"** or **"Processing"** means any operation or set of operations which is performed upon Customer Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.10   **"Standard Contractual Clauses"** or **"SCCs"** or **"Approved EU SCCs"** means: (i) where the EU GDPR applies, the Standard Contractual Clauses, as described in Article 46 of the EU GDPR and approved by the European Commission decision 2021/914/EC,

dated 4 June 2021, found at https://www.rubrik.com/en/legal/SCC; (ii) where the Swiss Data Protection Act applies, the applicable standard data protection clauses issued, approved or otherwise recognized by the Swiss Federal Data Protection and Information Commissioner ("**FDPIC**") (the "**Swiss SCCs**"); and (iii) or any set of clauses later approved by the European Commission which amend, replace or supersede such version.

1.11   **"Subprocessor"** means any party engaged by the Processor to Process Customer Personal Data.

1.12   **"Supervisory Authority"** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

1.13   **"UK"** means the United Kingdom of Great Britain and Northern Ireland.

1.14   **"UK Addendum"** means the template addendum issued by the UK ICO and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18, which amends the SCCs and can be found here: https://www.rubrik.com/en/legal/SCC.

1.15   **"U.S. Data Protection Laws"** means any applicable United States (U.S.) privacy law or U.S. state privacy law or regulations relating to the protection of Personal Data, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded, subject to Section 13 (Changes in Law) herein.

2.   SCOPE AND DURATION. The Parties acknowledge and agree that with respect to the rights and obligations under this DPA, Customer is the Controller and Rubrik is the Processor of any Customer Personal Data, except when Customer acts as a Processor of Personal Data, in which case Rubrik is a Subprocessor. The scope and purpose of the Processing shall be to provide the Rubrik Service to Customer pursuant to the Agreement. Rubrik may Process certain Customer Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Customer Personal Data. Rubrik shall not Process Customer Personal Data, except to perform and provide the Rubrik Service and business operations relevant thereto, only in accordance with the terms of this DPA, Customer's Instructions (as defined below), and applicable Data Protection Laws. Rubrik will Process Customer Personal Data for the Term of the Agreement, unless otherwise agreed to by the Parties in writing or pursuant to a requirement under Data Protection Laws. The categories of Data Subjects, the categories of Customer Personal Data, and the nature and purpose of Processing are set forth in Exhibit 1 of this DPA and Annex I to the SCCs, as applicable.

3.   CUSTOMER INSTRUCTIONS. The Parties acknowledge and agree that for the purposes of this DPA, "Customer Instructions" means (i) the obligations and requirements set forth in this DPA and the Agreement; (ii) the applicable Documentation; (iii) Customer's use and configuration of the Rubrik Service; and (iv) any additional written instruction Customer provides to Rubrik, which Rubrik agrees to in writing via an amendment to this DPA, regarding the Processing of any Customer Personal Data. In the event Rubrik becomes aware that a Customer Instruction potentially infringes a Data Protection Law to which Rubrik is subject, Rubrik shall inform Customer of that legal issue before Processing, unless the applicable Data Protection Law prohibits such disclosure, including for reasons such as on the important grounds of public interest. For purposes of clarity, under this DPA, Rubrik does not have a duty to investigate any Customer Instruction to determine whether it infringes any Data Protection Law. However, in the event Rubrik notifies Customer of any potential infringement of an applicable Data Protection Law, the Parties will work together in good faith to resolve such issue in a timely manner. In no event will either Party be required to perform any activity that violates any applicable Data Protection Law. Customer will be responsible for all liability for all claims and damages arising from any Processing by Rubrik in accordance with a Customer Instruction.

4.   RUBRIK'S OBLIGATIONS. Rubrik shall limit access to Customer Personal Data to only those persons authorized by Rubrik to Process Customer Personal Data and who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. When providing or making available Customer Personal Data to Rubrik, Customer shall only disclose or transmit Customer Personal Data that is necessary for Rubrik to perform the Rubrik Service. Rubrik will protect the confidentiality of Customer Personal Data through implementing and maintaining the technical and organizational security measures set out in the Data Security Schedule found here: https://www.rubrik.com/en/legal, ("**Data Security Schedule**") which take into account the state of the art of technology, the costs of implementation and the nature, scope, context and purposes of Processing, and the risk of varying likelihood and severity for the rights and freedoms of natural persons, and offers a level of security appropriate to the risk of the Processing of Customer Personal Data. The Data Security Schedule shall also serve as the applicable security measures required for an international transfer of Customer Personal Data under the SCCs. Rubrik provides additional safeguards to Customer for the Processing of Customer Personal Data by Rubrik on behalf of Customer within the scope of the GDPR, and additional redress to the Data Subjects to whom that Personal Data relates, as further described in Annex IV (Additional Safeguards to the SCCs). Rubrik shall notify Customer without undue

delay, but in no event more than seventy-two (72) hours after becoming aware of any Personal Data Breach, and Rubrik will take reasonable steps to: (i) identify the cause of such Personal Data Breach; and (ii) take the steps necessary and reasonable to remediate the cause of such Personal Data Breach to the extent such remediation is within Rubrik's reasonable control. To the extent Rubrik has the information, Rubrik will provide reasonable assistance to Customer with respect to Customer's obligations under applicable Data Protection Laws, including without limitation, Article 33(3) of the GDPR.

5.   CUSTOMER'S OBLIGATIONS. Customer is solely responsible for the accuracy and legality of Customer Personal Data provided to Rubrik. Customer represents and warrants that it complies with all applicable Data Protection Laws, including without limitation, possessing all necessary rights to provide the Customer Personal Data to Rubrik for the Processing to be performed in relation to the Rubrik Service and Customer agrees that it shall be responsible for obtaining all necessary consents and providing all necessary notices to Data Subjects, as required under the relevant Data Protection Law. In addition, Customer is responsible for determining whether the Rubrik Service is appropriate for the storage and Processing of Customer Personal Data subject to any specific Data Protection Law or regulation, as well as for the configuration and use of the Rubrik Service, including any Customer Instructions, in a manner consistent with Customer's legal and regulatory obligations.

6.   AUDITS AND ASSISTANCE.

6.1   Rubrik undertakes to perform regular audits to verify its technical and organizational security measures. Such audits will be conducted: (i) by a qualified independent third party; (ii) at least annually; (iii) in accordance with SOC 2 or ISO 27001 standards or substantially equivalent standards; and (iv) will result in an audit report ("**Report**"). Upon Customer's written request, and subject to the confidentiality obligations set forth in the Agreement, Rubrik agrees to make available the Report and its applicable certifications in order to demonstrate the technical and organizational security measures implemented by Rubrik.

6.2   Rubrik will provide reasonable assistance to Customer so that Customer may comply with Customer's obligations to perform a data protection impact assessment (or other assessments required under applicable Data Protection Laws) related to Customer's use of the Rubrik Service, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Rubrik. Rubrik shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in relation to this DPA, to the extent required by the GDPR. Further, Rubrik will take such steps as are reasonably required to assist Customer with its obligations under Articles 28(h) and 32 to 36 of the GDPR and/or any applicable Data Protection Laws taking into account the nature of the Processing.

7.   DATA ERASURE. Consistent with the Agreement, Rubrik will return or delete all Customer Personal Data following the termination of the Agreement, unless such Customer Personal Data is required to be maintained by Data Protection Laws, in which case it shall be held in accordance with the terms of this DPA.

8.   SUBJECT ACCESS REQUESTS. Taking into account the nature of the Processing related to the Rubrik Service, Rubrik will reasonably assist the Customer with Data Subject requests. For the avoidance of doubt Rubrik will not respond directly to Data Subjects requests, but to the extent legally permissible, Rubrik will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to any such request.

9.   SUBPROCESSORS. Customer acknowledges and agrees that Rubrik may retain its Affiliates and third parties as Subprocessors in connection with the provision of the Rubrik Service. Rubrik maintains a current list of Subprocessors required to provide and maintain the Rubrik Service, which can be found at https://www.rubrik.com/en/legal/rubrik-subprocessors. Rubrik will only appoint new Subprocessors pursuant to Article 28(2) of the GDPR. At the url link set forth above, Customer will find a mechanism to subscribe to receive notifications of new Subprocessors for the Rubrik Service, and if Customer subscribes, Rubrik shall provide notification of a new Subprocessor(s) before authorizing any new Subprocessor(s) to Process Customer Personal Data in connection with the provision of the Rubrik Service. If Customer does not object to the appointment of any new Subprocessors within thirty (30) days after notification of such appointment by Rubrik, Customer will be deemed as having provided its consent to the new appointment. Should Customer object (acting reasonably) to a new Subprocessor, upon prior written notice, Rubrik will use reasonable efforts to make available to Customer a change in the Rubrik Service or recommend a commercially reasonable change to Customer's configuration or use of the Rubrik Service to avoid Processing of Customer Personal Data by the objected-to new Subprocessor without unreasonably burdening Customer. If Rubrik is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Customer may terminate the Agreement with respect to any specific Rubrik Service that cannot be provided without the objected-to new Subprocessor. Such termination right is Customer's sole and exclusive remedy with respect to such objection. Rubrik undertakes to enter into a written agreement with any applicable Subprocessors in accordance with the requirements under Data

Protection Laws and such obligations will in no event be less protective than this DPA. Rubrik will restrict the Subprocessors' access to Customer Personal Data to only that which is necessary to provide or maintain the Rubrik Service. Rubrik will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessors.

10. **DATA TRANSFERS.** If, in the performance of the Rubrik Service, Customer Personal Data that is subject to Data Protection Laws having extraterritorial transfer restrictions is transferred to a country that does not ensure an adequate level of data protection within the meaning of the Data Protection Laws, the transfer mechanisms listed below shall apply to such transfers:

10.1 **EU-US, UK Extension and Swiss-US Data Privacy Framework:** Rubrik complies with the EU-U.S. Privacy Framework ("**DPF**"), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF. The DPF is a data transfer framework that provides Customer with a reliable mechanism for transferring Customer Personal Data from the European Union, United Kingdom, or Switzerland to the United States. Rubrik has self-certified its alignment with the EU-U.S. DPF Principles and the Swiss-U.S. DPF Principles, which are in line with EU, UK, and Swiss Data Protection Laws. Rubrik's DPF certification confirms its obligation to ensure the lawful and secure Processing of Customer Personal Data. Rubrik's DPF Notice can be found here: https://www.rubrik.com/content/dam/rubrik/en/resources/policy/data-privacy-framework-notice.pdf. Rubrik's DPF certification can be accessed here: https://www.dataprivacyframework.gov/s/participant-search.

10.2 **APEC Privacy Recognition for Processors:** Rubrik has obtained APEC Privacy Recognition for Processors ("**PRP**") certification. Where Rubrik Processes Customer Personal Data within the scope of Rubrik's APEC PRP certification, Rubrik shall perform such Processing in a manner consistent with the APEC Cross Border Privacy Rules ("**CBPR**") System requirements to the extent the requirements are applicable to Rubrik's Processing of the Customer Personal Data. Rubrik's APEC PRP Certification can be accessed here: https://cbprs.org/compliance-directory/prp/.

10.3 **Standard Contractual Clauses:** To the extent that neither Section 10.1 or Section 10.2 are appropriate transfer mechanisms or have been deemed invalidated, then Customer and Rubrik agree that transfers of Customer Personal Data outside the EEA to a third country that has not been given adequacy by the European Commission, shall be subject to module two of the Standard Contractual Clauses (Controller to Processor) found here: https://www.rubrik.com/en/legal/SCC, or other permitted transfer mechanisms as allowed per the GDPR, to the extent agreed between the Parties. For purposes of designating the roles of the Parties, as the Data Processor, Rubrik will be deemed the data importer and Customer, as the Data Controller, will be deemed the data exporter under the SCCs. To the extent that the Standard Contractual Clauses apply pursuant to this DPA to Customer Personal Data transfers from the UK, the Parties agree that the UK Addendum (Attachment I to the SCCs) found at the following URL: https://www.rubrik.com/en/legal/SCC, which amends the Standard Contractual Clauses, will apply to all such transfers. In case of any transfers of Customer Personal Data from Switzerland to Rubrik in a third country, the following provisions apply: (i) general and specific references in the EU SCCs to the GDPR, or EU or Member State law, shall have the same meaning as the equivalent reference in the Swiss Data Protection Laws; (ii) in respect of data transfers governed by Swiss Data Protection Laws, the EU SCCs also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity; (iii) where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws, the FDPIC shall act as competent Supervisory Authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws; and (iv) for Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes.

11. **ADDITIONAL PROCESSING OBLIGATIONS.**

11.1 Rubrik acknowledges its obligations to (i) provide the same level of privacy protection to Customer Personal Data as required by applicable Data Protection Laws; and (ii) notify Customer if it cannot or can no longer meet its obligations under applicable Data Protection Laws.

11.2 Rubrik acknowledges that (i) Customer is disclosing Customer Personal Data to Rubrik solely for a valid business purpose and to perform the Rubrik Service as set forth in the Agreement; (ii) Rubrik does not receive any Customer Personal Data as consideration for the Rubrik Service or other products or services that Rubrik provides to Customer: (iii) Rubrik shall not have, derive, or exercise any rights or benefits regarding Customer Personal Data; (iv) Rubrik will not sell any Customer Personal Data, as the term is defined in applicable Data Protection Laws; (v) Rubrik will not collect, combine retain, or use any Customer Personal Data except as necessary to perform the Rubik Service for Customer and only within the direct business relationship with Customer. (vi) Rubrik will make available all information necessary to demonstrate Rubrik's compliance with applicable Data Protection Laws and this DPA; and (vii) to the extent applicable to the Rubrik Service, Rubrik will promptly comply with any Customer request or instruction requiring Rubrik to provide, amend, transfer or

delete Customer Personal Data, or to stop, mitigate, or remedy any unauthorized Processing, and communicate such requirement or instruction to any applicable Subprocessor or onward recipient.

12.   LAW ENFORCEMENT ACCESS. Rubrik will not disclose or provide access to any Customer Personal Data Processed by Rubrik under this DPA to a law enforcement agency, unless required by applicable law. If a law enforcement agency contacts Rubrik with a demand for Customer Personal Data, Rubrik will attempt to redirect the law enforcement agency to request that data directly from Customer. If Rubrik is compelled to disclose or provide access to any Customer Personal Data Processed under this DPA to such law enforcement agency, Rubrik will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so. In accordance with the Data Security Schedule, Rubrik further acknowledges that: (i) it has not purposefully created back doors (non-transparent access capabilities) or similar programming that could be used to enable unauthorized access of any Customer Personal Data or systems at Customer; (ii) it has not purposefully created or changed its business processes in a manner that facilitates unauthorized access to Customer Personal Data or systems at Customer; and (iii) no applicable laws require Rubrik to create or maintain any back doors or facilitate unauthorized access to Customer Personal Data or systems at Customer, or for Rubrik to be in possession of or hand over any third party encryption keys to decrypt Customer Personal Data.

13.   CHANGES IN LAWS. In the event of (i) any newly enacted Data Protection Law; (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof); (iii) any qualified and informed interpretation of a new or existing Data Protection Law; or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Rubrik is delivering the Rubrik Service to Customer, the Parties shall agree upon how Rubrik's delivery of the Rubrik Service will be impacted and shall make equitable adjustments to the terms of the Agreement and the Rubrik Service.

EXHIBIT 1 TO THE DATA PROCESSING ADDENDUM
Description of Processing of Customer Personal Data

Subject matter and duration of the Processing of Customer Personal Data:

The subject matter of the Processing of the Customer Personal Data is set out in the Agreement (including all applicable attachments); namely for Rubrik to provide the Rubrik Service. The duration of the Processing of Customer Personal Data shall be for the Term of the Agreement.

The nature and purpose of the Processing of Customer Personal Data:

The nature and purpose of the Processing of the Customer Personal Data are set out in the Agreement (including all applicable attachments) and include the provision of the Rubrik Service pursuant to the Agreement and as instructed by Customer in its use of the Rubrik Service.

The categories of Data Subject to whom the Customer Personal Data relates:

Due to the nature of backup services and the encryption of Customer Personal Data in Customer's environment, the exact categories of Data Subjects cannot be determined by Rubrik and may vary depending on Customer's use of the Rubrik Service. Customer acknowledges and agrees that Customer elects the categories of Data Subjects to whom the Customer Personal Data relates in Customer's sole discretion.

The types of Customer Personal Data to be Processed:

Due to the nature of backup services and the encryption of Customer Personal Data in Customer's environment, the exact types of Customer Personal Data cannot be determined by Rubrik and may vary depending on Customer's use of the Rubrik Service. Customer acknowledges and agrees that Customer elects the types of Customer Personal Data to be Processed in Customer's sole discretion.