SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 250 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

See the General Terms Definitions Exhibit attached for definitions of capitalized terms not defined herein.

1. License Rights

(A) **General Rights**. You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

(B) **Copies for On-Premises Products**. You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

(C) **Splunk Extensions**. You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

(D) **Trials, Evaluations, Beta and Free Licenses**.

(i) **Trials and Evaluations**. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

(ii) **Beta Licenses**. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "**Beta Offering**"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and functionality generally available.

(iii) **Free Licenses**. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

(iv) **Donated Offerings**. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

(E) **Test and Development Licenses**. For Offerings identified as "**Test and Development**" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

(F) **Limitations**. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

(A) **Authorized Resellers and Digital Marketplaces**. If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

(B) **Splunk Affiliate Distributors**. Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a "**Splunk Affiliate Distributor**"). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i) the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates' overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents ("**Third-Party Providers**") to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Provider's actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

(A) **Service Levels**. When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

(B) **Connections**. You are responsible for obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use Hosted Services, and for paying all associated charges.

(C) **Your Responsibility for Data Protection**. You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

(D) **Refund Upon Termination for Splunk's Breach**. If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

(E) **Return of Customer Content**. Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

(F) **Specific Offering Terms**. Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("**Specific Offering Terms**") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("**DPA**"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

(A) **Security for Hosted Services: Standard Environment**. Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

(B) **Security for Hosted Services: Premium HIPAA Environment**. For Hosted Services Offerings provisioned in Splunk Cloud Platform's Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

(C) **Additional Security for Other Hosted Services**. From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

(D) **Security for On Premises Offerings**. Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("**Corporate Security Controls**"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("**ISA**"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

(E) **Product Development Security**. Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("**SDLC**"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

(F) **Maintaining Protections**. Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

9. Use Restrictions

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party ; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, Offerings; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

10. Our Ethics, Compliance and Corporate Responsibility

(A) **Ethics and Corporate Responsibility**. Splunk is committed to acting ethically and in compliance with applicable law, and we have policies and guidelines in place to provide awareness of, and compliance with, the laws and regulations that apply to our business globally. We are committed to ethical business conduct, and we use diligent efforts to perform in accordance with the highest global ethical principles, as described in the Splunk Code of Conduct and Ethics found here.

(B) **Anti-Corruption**. We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

(C) **Export**. We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings . Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings.

Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

(A) **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers') reasonable security procedures.

(B) **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

(A) **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies

applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

(B) **Third-Party Content**. Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the provider's terms to allow such access. If you install or enable (or direct or otherwise authorize Splunk to install or enable) Third-Party Content for use with a Hosted Service where the interoperation includes access by the third-party provider to your Customer Content, you hereby authorize Splunk to allow the provider of such Third-Party Content to access Customer Content as necessary for the interoperation. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

(C) **Splunk As a Reseller**. When you purchase third party products ("**Third Party Products**") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

(D) **Unsupported Splunk Extensions**. The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "**Not Supported.**" You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "Not Supported" Splunk Extensions, and that your sole remedy will be to remove the "Not Supported" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

16. Your Compliance

(A) **Lawful Use of Offerings**. When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users' compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

(B) **Registration**. You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

(C) **Export Compliance**. You will comply with all applicable export laws and regulations of the United States and any other country ("**Export Laws**") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

(D) **GovCloud Services**. If you access or use any Hosted Services in the specially isolated Amazon Web Services ("**AWS**") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

(E) **Acceptable Use**. Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: https://www.splunk.com/view/SP-CAAAMB6.

17. Confidentiality

(A) **Confidential Information**. Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature; (ii) limit use of Disclosing Party's Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Party's Confidential Information to its employees, contractors and agents or those of its Affiliates who have a bona fide need to access such Confidential Information for purposes consistent with these General Terms and who are subject to confidentiality obligations no less stringent than those herein.

(B) **Compelled Disclosure of Confidential Information**. Notwithstanding the foregoing terms, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law enforcement agencies or regulators to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

18. Payment

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

(A) **Fees**. You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

(B) **Credit Cards**. If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

(C) **Taxes**. All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

19. Splunk's Warranties

(A) **Relationship to Applicable Law**. We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

(B) **General Corporate Warranty**. Splunk warrants that it has the legal power and authority to enter into these General Terms.

(C) **Hosted Services Warranty**. Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

(D) **On-Premises Product Warranty**. Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

(E) **Disclaimer of Implied Warranties**. **Except as expressly set forth above, the Offerings are provided "as is" with no warranties or representations whatsoever express or implied. Splunk and its suppliers and licensors disclaim all warranties and representations, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Splunk does not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected**.

20. Ownership

(A) **Offerings**. As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, developer tools and other Splunk materials, including all intellectual property rights therein. We retain rights in anything delivered or developed by us or on our behalf under these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

(B) **Customer Content**. You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

(C) **Feedback**. You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "**Feedback**") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. If, however, you provide any Feedback, you hereby grant to Splunk a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise commercially exploit the Feedback.

21. Term and Termination

(A) **Term and Renewal**. These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

(B) **Termination**. Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

(C) **Survival**. The termination or expiration of these General Terms will not affect any provisions herein which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, ownership of intellectual property, confidentiality, payment obligations, effect of termination, limitation of liability, privacy, and the "Miscellaneous" section in these General Terms.

(D) **Suspension of Service**. In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days' prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

22. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the "Payment" section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk's right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

The foregoing limitations will apply whether the action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

The limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.

The foregoing disclaimers of damages will also not apply to the extent prohibited by law. Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent such a law applies to you, some or all of the exclusions or limitations set forth above may not apply to you, and you may have additional rights.

23. Indemnity

(A) **Our Indemnification to You**. Splunk will defend and indemnify you, and pay all damages (including attorneys' fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "**Customer Claim**"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased

Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

(B) **Your Indemnification to Us**. Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys' fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

(C) **Mutual Indemnity**. Each party will defend, indemnify and pay all damages (including attorneys' fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

(D) **Process for Indemnification**. The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such party's expense.

24. Updates to Offerings

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

25. Governing Law

These General Terms will be governed by and construed in accordance with the laws of the State of California, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any legal action or proceeding arising under these General Terms will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby consent to personal jurisdiction and venue therein. Splunk may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of intellectual property or other proprietary rights of Splunk, its Affiliates, or any third party.

Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

(A) **Different Terms**. Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. Such different or additional terms and

conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Splunk may issue.

(B) **No Future Functionality**. You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

(C) **Notices**. Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

(D) **Assignment**. Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

(E) **U.S. Government Use Terms**. Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data–Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

(F) **Waiver; Severability**. The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

(G) **Integration; Entire Agreement**. These General Terms along with any additional terms incorporated herein by reference, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

(H) **Force Majeure**. Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

(I) **Independent Contractors; No Third-Party Beneficiaries**. The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. Neither party has the authority to bind or act on behalf of the other party in any capacity or circumstance whether by contract or otherwise.

General Terms Definitions Exhibit

"**Affiliates**" means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

"**Capacity**" means the measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**Confidential Information**" means all nonpublic information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as "confidential" or that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential. Notwithstanding the foregoing, "Confidential Information" does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

"**Content Subscription**" means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

"**Customer Content**" means any data that is ingested by or on behalf of you into an Offering from your internal data sources.

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

"**Documentation**" means the online user guides, documentation and help and training materials published on Splunk's website (such as at https://docs.splunk.com/Documentation) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

"**Extension**" means any separately downloadable or accessible suite, configuration file, add-on, technical add-on, plug-in, example module, command, function, playbook, content or application that extends the features or functionality of the applicable Offering.

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 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) as updated, amended or replaced from time to time.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended, and supplemented by the Health Information Technology for Economic and Clinical Health Act.

"**Hosted Service**" means a technology service hosted by or on behalf of Splunk and provided to you.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation Services.

"**On-Premises Product**" means the Splunk software that is delivered to you and deployed and operated by you or on your behalf on hardware designated by you, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

"**PCI Data**" means credit card information within the scope of the Payment Card Industry Data Security Standard.

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at https://splunkbase.splunk.com and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/support-and-services/support-programs.html.

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**Third-Party Content**" means information, data, technology, or materials made available to you by any third party that you license and add to a Hosted Service or direct Splunk to install in connection with a Hosted Service. Third-Party Content includes but is not limited to, Third-Party Extensions, web-based or offline software applications, data service or content that are provided by third parties.

"**Usage Data**" means data generated from the usage, configuration, deployment, access, and performance of an Offering. For example, this may include such things as information about your operating environment, such as your network and systems architecture, or sessions, such as page loads and session views, duration, or interactions, errors, number of searches, source types and format (e.g., json, xml, csv), ingest volume, number of active and licensed users, or search concurrency. Usage Data does not include Customer Content.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. Support Programs

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/support-and-services/support-programs.html.

2. Support Services

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. Support Policy

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**") describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. Case Priority

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. Exclusions

We will have no obligation to provide support for issues caused by any of the following (each, a "**Customer Generated Error**"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. Support for Splunk Extensions

Only Splunk Extensions that are labeled as "**Splunk Supported**" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available. No

other terms of a Support Program will apply to a Splunk Application. For those labeled as "**Not Supported**," Splunk will have no support obligations.

7. Authorized Support Contacts

You are entitled to have a certain number of Support Contacts under each Support Program. "**Support Contacts**" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customer's entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individual's primary email address and Splunk.com login ID.

8. Defect Resolution

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. Your Assistance

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your operating environment; (b) a list of all hardware components, operating systems and networks; (c) a reproducible test case; and (d) any log files, trace and systems files. Your failure to provide this information may prevent us from identifying and fixing that purported defect.

10. Changes to Support Programs

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

Configuration and Implementation Services Exhibit to Splunk General Terms

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.

1. Services and Statements of Work

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. Our Personnel

(A) **Qualifications**. The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

(B) **Personnel Conduct**. Our Personnel are subject to our Splunk Code of Conduct and Ethics here , which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

(C) **Use of Subcontractors**. We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractor's compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

(D) **No Employee Benefits**. We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. Our Background Checks, Security and Compliance Obligations

(A) **Compliance with Your Security Program**. While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

(B) **Our Security Practices**. We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here www.splunk.com/prof-serv-isa. Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

(C) **Background Checks**. For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation;

Federal Criminal; SSN Trace; Employment Report – Three (3) Employers; Education Report – One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

(D) **Permissions for Access**. In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("**Access Documents**"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. Your Materials

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will deemed to transfer to us any ownership of Customer Materials.

5. C&I Services Materials and Customizations Unique to You

(A) **C&I Services Materials**. The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

(B) **Customer Owned Work Product**. However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "**Customer Owned Work Product**" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

(C) **Our Ownership**. Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

(D) **License Rights**. For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. C&I Services Warranty

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. Your Cooperation

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the "**Cooperation**") is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. Insurance

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

(i) Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence and a general aggregate limit of not less than $2,000,000.

(ii) Business Auto Insurance with a limit of not less than $1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.

(iii) Worker's Compensation Insurance as required by workers' compensation, occupational disease and occupational health and safety laws, statutes, and regulations.

(iv) Technology Errors & Omissions Insurance with a limit of not less than $3,000,000 per occurrence and general aggregate.

(v) Umbrella/Excess Insurance with a limit of not less than $3,000,000 per occurrence and general aggregate.

9. Change Order Process

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "**Change Order Request**"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. Expenses

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. Prepaid C&I Services

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

Configuration and Implementation Services Definitions Exhibit

"**C&I Services**" means the services outlined in the Statement of Work.

"**C&I Services Materials**" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"**Customer Materials**" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"**Fees**" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"**Intellectual Property Rights**" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"**Personnel**" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

Prior versions of SPLUNK GENERAL TERMS

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