

**SPLUNK INC.  
SUPPORT AND MAINTENANCE TERMS AND CONDITIONS**

**1. DEFINITIONS.**

“Splunk” is Splunk, Inc., a Delaware Corporation. “You,” “Your,” and “Company” refer to an Enterprise licensee of Splunk’s software. “Software” means the most current versions of Splunk, or the immediately prior major version, duly licensed to you with an Enterprise license under a currently enforce Splunk Software License Agreement “Agreement” refers to these support and maintenance terms and conditions. “Orders” are your orders placed through Splunk’s online store or other channels. Splunk’s confirmation of your orders will be deemed incorporated into and made part of this Agreement. “

**2. SUPPORT AND MAINTENANCE.**

Subject to your payment of the applicable annual maintenance and support fees set forth in your Order (the “Support Fees”), Splunk will provide the level of support identified in your Order in accordance with the support descriptions set forth below. Support Fees will be due and payable in accordance with your Order Confirmation. Without limiting the foregoing, Splunk will notify you of the then-current annual Support Fee for your level of support in each Renewal Notice. Support Fees will be non-refundable once paid. No other maintenance or support for the Software is included in this Agreement. Splunk will have no obligation of any kind to provide support for problems in the operation or performance of the Software caused by any of the following (each, a “Licensee- Generated Error”): (i) modifications to the Software not made by Splunk or a party expressly authorized by Splunk; or (ii) use of the Software other than as authorized in this Agreement or as provided in the documentation for the Software. If Splunk determines that it is necessary to provide support for a problem caused by a Licensee-Generated Error, Splunk will notify you thereof as soon as Splunk is aware of such Licensee-Generated Error and Splunk will have the right to invoice you at Splunk's then-current time and materials rates for any such support provided by Splunk.

**2.1 Splunk Enterprise Support.**

Splunk Enterprise Support provides telephone support, online documentation, web forums, email and a web-based portal for submitting cases and tracking case status. Support cases are handled based on case priority levels as described in Section 2.3. When submitting a case, customers select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth in Section 2.3. When the case is received, Splunk Customer Support may change the priority if the issue does not conform to the criteria for the selected priority. Splunk will respond to Splunk Enterprise Support requests and will provide Workarounds or fixes in accordance with Section 2.4.

**2.2 Splunk Global Support.**

Splunk Global Support provides the same services as defined as Enterprise support and also provides a dedicated resource to contact for meetings as frequently as weekly to monitor your support issues; to provide additional status reports and metrics; and to coordinate and execute, a quarterly account status review at a mutually agreeable time.

**2.3 Case priority levels.**

Case priorities are assigned based on the technical importance of the problem on the Company’s Splunk environment.

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| P1 = A production Splunk server is completely inaccessible or the majority of its functionality is unusable. |
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| P2 = One or more key features of a production Splunk server are unusable.  |
| P3 = Any other case where a Splunk feature is not operating as documented. |
| P4 = All enhancement requests.   |

2.4 Target fix, workaround, escalation and response times.

| <b>Initial Response &amp; Acknowledgment, by case priority</b> | <b>Targeted Fix date or Workaround, by case priority</b> |
|--|--|
| P1 4 hours   | P1 1 day   |
| P2 Next business day   | P2 1 week  |
| P3 Two business days   | P3 Next release  |
| P4 Two business days   | P4 At Splunk's discretion                                |

| <b>Escalation, by case priority</b>   | <b>Email Status Updates for Open Cases, by case priority</b> |
|---|--|
| P1 issues: Manager: Immediate / VP: 1 business day                          | P1 Daily   |
| P2 issues: Manager: 1 business day / VP: 1 week                             | P2 Weekly  |
| P3 issues: VP Products reviews all open bugs quarterly                      | P3 None  |
| P4 issues: VP Product Management reviews all enhancement requests quarterly | P4 None  |

2.5 Authorized Support Contacts. Support and maintenance will be provided solely to your authorized support contacts. Splunk strongly recommends your authorized contact(s) are trained on the Splunk Product. Your Order will indicate a maximum number of authorized support contacts for your license level. You will be asked to designate your authorized support contacts, including their primary email address and Splunk.com login id, following Splunk's acknowledgment of your Order.

2.6 Defect Resolution. Should Splunk in its sole judgment determine that there is a defect in the Software, it will, at its sole option, repair that defect in the version of the Software that you are currently using or instruct you to install a newer version of the Software with that defect repaired. Splunk reserves the right to provide you with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

2.7 Support Hours. Via telephone, email and support web portal.

| <b>Enterprise Support</b>   | <b>Global Support</b>   |
|---|---|
| P1: 24 x 7  | P1 24 x 7   |
| P2: Monday through Friday by region (North America, APAC and EMEA) during standard business hours (8 am to 5 pm); excluding Splunk holidays | P2: 24 hours per day during the five business days (Monday through Friday), excluding Splunk holidays                       |
| P3: Monday through Friday by region (North America, APAC and EMEA) during standard business hours (8 am to 5 pm); excluding Splunk holidays | P3: 24 hours per day during the five business days (Monday through Friday), excluding Splunk holidays                       |
| P4: Monday through Friday by region (North America, APAC and EMEA) during standard business hours (8 am to 5 pm); excluding                 | P4: Monday through Friday by region (North America, APAC and EMEA) during standard business hours (8 am to 5 pm); excluding |

|                 |                 |
|-----------------|-----------------|
| Splunk holidays | Splunk holidays |
|-----------------|-----------------|

2.8 Your Obligation to Assist. Should you report a purported defect in the Software to Splunk, Splunk may require you to provide them with the following information: (a) a general description of the 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 Splunk from identifying and fixing that purported defect.

2.9 Software Upgrades and Software End Of Life Policy. Splunk provides updates, upgrades, maintenance releases and reset keys only to Splunk Enterprise or Global Support customers. Splunk Software comes with a three digit number version. The first digit represents the major release (i.e. upgrade), the second digit identifies the minor releases (i.e. updates) and the third digit identifies the maintenance releases. With a new major version, the number to the left of the decimal is changed and for minor releases, the number to the right of the decimal point is increased. If your Splunk Enterprise or Global Support agreement expires, You will receive only maintenance releases. Splunk provides full support, including bug fixes on the current major release or the immediately prior major release. Older releases will receive community level support and Splunk does not guarantee any code fixes.

### **3. OWNERSHIP.**

3.1 Splunk Ownership. Splunk will own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Splunk in connection with performing its Support and Maintenance obligations (collectively “Splunk Materials”), including all worldwide patent rights (including patent applications and disclosures), copyright rights, moral rights, trade secret rights, know-how and any other intellectual property rights (collectively, “Intellectual Property Rights”) therein. Company will have no rights in the Splunk Materials except as expressly agreed to in writing by the parties. Nothing in this Agreement will be deemed to restrict or limit Splunk’s right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that Splunk complies with its obligations under Section 4 with respect to Company Confidential Information.

### **4. CONFIDENTIAL INFORMATION.**

4.1 Confidential Information. “Confidential Information” means: (i) Company Materials and Splunk Materials; and (ii) any business or technical information of Splunk or Company that is designated by a party as “confidential” or “proprietary” at the time of disclosure or due to its nature or under the circumstances of its disclosure the party receiving such information knows or has reason to know should be treated as confidential or proprietary

4.2 Exclusions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; (iv) is rightfully received by the receiving party from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of the disclosing party.

4.3 Use and Disclosure Restrictions. Each party will not use the other party’s Confidential Information except as necessary for the performance or enforcement of this

Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section. Each party will employ all reasonable steps to protect the other party's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (ii) to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

## **5. TERM AND TERMINATION.**

5.1 Term. This Agreement will commence on the date of the Order (the "Effective Date") and, unless terminated earlier in accordance with the terms of this Agreement, for a period of one year thereafter (the "Initial Term"). The agreement will automatically renew for additional one-year terms (each, a "Renewal Term"), unless either party provides the other with written notice of its intent not to renew the agreement at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term. If Company allows its support Term to expire, then Company may seek to re-activate support and maintenance by submitting an Order that includes fees for the lapsed period.

5.2 Termination. Each party will have the right to terminate this Agreement or any Statement of Work if the other party breaches any material term of this Agreement or Statement of Work and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

5.3 Effect of Termination. Upon the expiration or termination of this Agreement or of any Statement of Work: (i) Splunk will promptly return to Company all Company Materials; (ii) each party will promptly return to the other party all Confidential Information of the other party in its possession or control; and (iii) Company will, within thirty (30) days after receipt of Splunk's invoice, pay all accrued and unpaid fees and expenses.

5.4 Survival. The rights and obligations of the parties contained in Sections 2, 3, 4, 5.3, 5.4, 6, 7 and 8 will survive the expiration or termination of this Agreement or any Statement of Work.

**6. LIMITATION OF LIABILITY.** IN NO EVENT WILL SPLUNK BE LIABLE TO COMPANY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ANY WORK PRODUCT PROVIDED BY SPLUNK, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SPLUNK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPLUNK'S TOTAL LIABILITY TO COMPANY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO SPLUNK BY COMPANY UNDER THE ORDERS GIVING RISE TO ANY LIABILITY HEREUNDER.

**7. NON-SOLICITATION.** During the term of this Agreement and for a period of twelve (12) months thereafter, Company will not recruit or otherwise solicit for employment any Splunk

employees or subcontractors who participated in the performance of Services without Splunk's express prior written approval.

## **8. GENERAL PROVISIONS.**

8.1 Assignment. Splunk may assign this Agreement, without Company's consent, to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger or acquisition, or the sale of all or substantially all of Splunk's assets or the sale of that portion of Splunk's business to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

8.2 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California, excluding its body of law controlling conflicts of law. Any legal action or proceeding arising under this Agreement 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.

8.3 Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

8.4 Waiver. The waiver of any breach or default of any provision of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

8.5 Entire Agreement. This Agreement, including all Orders, constitutes the entire and exclusive agreement of the parties regarding its subject matter and supersedes any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of this Agreement and the provisions of a confirmed Order, the provisions of the Order will govern and control. This Agreement may only be modified or any rights under it waived by a written document executed by both parties.

8.6 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement 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.

8.7 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.