

**SPLUNK INC.  
SPLUNK CERTIFICATION AGREEMENT**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS THOROUGHLY.**

**IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATION AGREEMENT, PLEASE INDICATE THIS BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT. SELECT “DECLINE” IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW.**

**SPLUNK MAY CHANGE THE TERMS OF THE AGREEMENT FROM TIME TO TIME AT ITS SOLE DISCRETION. PLEASE REVIEW THESE TERMS CAREFULLY AS YOU ARE RESPONSIBLE FOR COMPLYING WITH THE MOST CURRENT VERSION OF THE AGREEMENT.**

This Certification Agreement is made and entered into as of the date you click “ACCEPT” and is between you and Splunk Inc. (“Splunk”).

**1. DEFINITIONS**

- 1.1 “Certification(s)” means any in the set of professional certification programs offered by Splunk.
- 1.2 “Splunk Certified” means an individual who has successfully met the requirements for Certification as set forth in Section 3.
- 1.3 “Program(s)” means the Certification programs offered by Splunk under this Agreement.
- 1.4 “Testing Delivery Partner” means the entity engaged by Splunk to administer the applicable examination.

**2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP**

**This exam, including questions, answers, and graphics within the exam, is Splunk confidential information and is protected by intellectual property laws. All intellectual property rights are expressly reserved to Splunk.**

2.1 Confidentiality. Splunk makes exams available to you only for the purpose of demonstrating your competency in the subject matter of the exam for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any exam-related information including, without limitation, questions, answers, worksheets, computations, drawings, screen shots, diagrams, length or number of exam segments or questions, unannounced changes to an exam, or any communication, including oral communication, regarding or related to the exam (known collectively as “Confidential Information”), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose. **Confidential Information includes the contents of the exam, which may not be disclosed as set forth above, including to any Splunk employee outside of the Splunk Certification program.** Splunk reserves the right to revoke your Certification if there has been a disclosure of Confidential Information.

2.2 Intellectual Property Ownership. Splunk retains all rights, title and interest in and to all Certifications, Programs, Confidential Information and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein (collectively “Splunk Proprietary Information”). All rights in Splunk Proprietary Information are expressly reserved to Splunk. Protecting Splunk Proprietary Information is very important to Splunk and therefore, Splunk may pursue all remedies available by law to the maximum extent.

**3. CERTIFICATION**

3.1 Certification Requirements. To become Splunk Certified, you have to meet the minimum requirements of the relevant Program, including passing scores on required exams in accordance with Splunk's testing guidelines. If you meet these requirements you will qualify to be Splunk Certified and you will receive an email from Splunk regarding access to your digital badge. Splunk or a third party authorized by Splunk will provide you with a digital version of your Splunk Certification credentials that you will be able to share with others. Shortly thereafter, you will receive an email which will include instructions on how you can redeem and use your digital badge. Program requirements for certification and re-Certification are available on the Splunk website at [https://www.splunk.com/en\\_us/training.html](https://www.splunk.com/en_us/training.html).

3.2 Program Changes. Splunk may, at any time in its sole discretion, make changes to the Program without notice. Splunk may add or delete available Certifications and modify certification requirements, recommended training courses, testing objectives, outlines and exams, including how and when exam scores are issued. You agree to stay current on the Program requirements, as changed, as a condition of obtaining and maintaining your Certification.

3.3 Certification Revocation. Splunk may, in its sole discretion, revoke any and all Certifications you may have earned, and permanently ban you from earning future Certifications, or apply any other action set forth under Section 4.2, for violations including, but not limited to the following circumstances:

- If you violate the Candidate Code of Conduct as set forth in Section 4.1 below;
- If you fail stay current on continuing education, updated requirements or recertification requirements;
- If you breach the terms and conditions of this Agreement or misuse your digital badge as managed by Splunk or a third party authorized by Splunk;
- If you are unable to live up to the applicable Certification requirements and fail to let Splunk know;
- If you mistreat or threaten to harm, bully or in any way harass any Splunk or Testing Delivery Partner employee or contractor in any form with repeated communications to dispute exam results that have already been reviewed and closed per the Challenge process.
- If Splunk, in its sole discretion, deems that your participation in the Splunk Certification program in any way harms or affects Splunk's or the Program's brand, reputation, goodwill or security.

3.4 Employer Notification. Some of Splunk's partner programs require that partners employ a minimum number of Splunk Certified employees. As a result, the revocation of any Certification may result in loss of partner benefits to that partner. If Splunk revokes your Certification, or, in Splunk's reasonable discretion, has a reason to revoke your Certification per this Agreement, then Splunk has the right to notify your employer and respond to any inquiry by your employer about changes in your Certification status.

3.5 Certification of Minors. Minors under the age of 13 years old, are not eligible for testing or Certification. Minors between the ages of 13 years old through 17 years old, unless otherwise allowed by the specific jurisdiction where you are entering into the agreement, may be eligible for Certification but must submit a parental consent form attached as Exhibit 1, to Splunk countersigned by a parent or legal guardian ("Parental Consent"). A parent or legal guardian must accompany and be present at the testing site during

the entire exam process. Splunk reserves the right to impose additional restrictions to comply with applicable laws.

#### **4. EXAMS**

4.1 Candidate Code of Conduct. Splunk has established rules to establish a level playing field for all candidates sitting for the exam. Failure to comply with the Candidate Code of Conduct may, at any time, result in the revocation of your certification as specified in Section 4.2. You shall comply with all the following rules and shall not at any time, violate the rules for your benefit or the benefit of others.

By taking this exam, you agree that:

1. It is you and only you, as validated by a legal form of identification, taking this exam and that you are not accepting improper assistance.
2. You will not disseminate the actual exam content or answers, in whole or in part.
3. You will not copy, reproduce, publish, disclose, transmit, sell, offer to sell, post, upload, download, display, distribute in any way, or otherwise transfer, modify, make derivative works of, reverse engineer, decompile, disassemble or translate the exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose.
4. You will not use the exam content or answers in any manner that violates applicable law.
5. You have not sought or obtained (i) unauthorized access to the exam content, (ii) access to exam answers, or (iii) others' responses to exam questions, to prepare for this exam.
6. You will follow Testing Delivery Partners' testing policies, protocols, procedures or instruction and only bring items to the testing area that are required to take the exam. Electronic devices of any sort will not be allowed in the testing area.
7. You agree not to tamper or misuse the computers at the test center in any way that would create an unfair advantage for either your or another candidate.
8. You will not falsify or alter certificates, scores or other documents that may misrepresent your Certification status.

4.2 Violations of the Candidate Code of Conduct. Any violation of this agreement may result in a revocation of your certification and ability to seek future Splunk certifications. If Splunk, in its sole discretion, determines that you have violated the Candidate Code of Conduct set forth in Section 4.1, you will receive written notice from Splunk of your violations and any actions that Splunk may take. It will be your sole responsibility to ensure that Splunk has your current mailing address and email address. Splunk will take all actions available under this Agreement, either for violations of the Candidate Code of Conduct under Section 4.1 or Certification revocation under Section 3.3, or violations arising under Section 2 or Section 4.2 including, but not limited to, cancellation of your exam score, a temporary or permanent ban on future Splunk exams, and the cancellation of previously earned Splunk Certifications. Upon any Certification revocation under this Agreement, you must immediately stop holding yourself out as Certified as your status will be updated within Splunk's or its authorized third party's system.

4.3 Accuracy and Integrity of exam Process. When you've completed the exam and your official exam scores have been posted, you may view your official exam score at <https://wsr.pearsonvue.com/testtaker/authenticate/AuthenticateScoreReport.htm>. Barring any signs of possible misconduct, your test score will stand, otherwise, Splunk may invalidate your score and consider any suspicious actions as a violation of Section 4.1 (Candidate Code of Conduct).

4.4 Exam Challenge. If you think you've noticed an error on an exam or believe that a specific question you saw on a Splunk Certification exam is invalid, you may use the Splunk Certification Exam Challenge form to request an evaluation of your claim [https://www.splunk.com/en\\_us/training/faq-training.html](https://www.splunk.com/en_us/training/faq-training.html). You must submit your claim within three (3) days of taking the exam for it to be considered. Splunk will generally respond to your submission within fifteen (15) business days.

## **5. TERM AND TERMINATION**

5.1 Term. The Agreement commences when you first accept this Agreement and shall remain in effect until terminated as set forth below.

5.2 Termination for Convenience. Either you or Splunk may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

5.3 Termination By Splunk. Splunk may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements.

5.4 Notice of termination. All notices of termination must be made in accordance with the notice requirements set forth in Section 9.6 below. Splunk will provide you written notice of termination at your last known address. Termination notices sent by Splunk are effective as of the date set forth in the notice. Written notices of termination directed to Splunk are effective upon receipt by Splunk. Splunk, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days notice to correct any default if this Agreement is terminated for breach under Section 5.3. If Splunk permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

5.5 Effect of Termination. Upon the termination of this Agreement or Splunk's revocation of your Certification, you shall immediately cease to represent yourself as Splunk Certified.

## **6. LIMITATION OF LIABILITY**

IN NO EVENT SHALL SPLUNK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SPLUNK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. SPLUNK'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EXAM FEE YOU PAID TO SPLUNK FOR YOUR MOST RECENT EXAM.

## **7. PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES**

Except as otherwise provided in this Agreement, how we collect, use, and disclose information you provide to us or which we otherwise collect when you engage with us is governed by our Privacy Policy available at: [https://www.splunk.com/en\\_us/legal/privacy/privacy-policy.html](https://www.splunk.com/en_us/legal/privacy/privacy-policy.html)

- Verification of Certification. Splunk may engage with a third party so that you can field requests from third parties, particularly employers, to verify your Certification status directly.
- Limited Disclosure. In addition to the permitted disclosures stated herein, Splunk may share your information in the following ways: (a) to comply with the law or legal process (such as responding to subpoenas or court orders), (b) to exercise our legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding illegal activities, suspected or potential fraud, and brand protection matters (such as use of Splunk's trademark without a license), and (d) situations involving potential threats to the physical safety of any person. At Splunk's sole discretion, or as required by applicable law, Splunk will notify you as to what information has been provided to the legal authorities.

## 8. MISCELLANEOUS

8.1 Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Splunk.

8.2 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

8.3 Survival. Sections 2 (Confidentiality and Intellectual Property Ownership), 3.3 (Certification Revocation), 3.4 (Employer Notification), 4.2 (Violations of the Candidate Code of Conduct), 5.5 (Effect of Termination), 6 (Limitation of Liability), 7 (Privacy and Delivery of Certification Information to Third Parties), and 8 (Miscellaneous) will survive termination of this Agreement.

8.4 Controlling Law and Jurisdiction. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California. Unless otherwise waived by Splunk at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be in the federal or state courts of San Francisco, California. Both you and Splunk submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

8.6 Notices. All notices sent or required to be sent shall be in writing or by e-mail to the other party at the addresses on record as provided in writing or via e-mail to the other. It shall be your sole responsibility to ensure that Splunk has a current address/email address for you. Splunk may notify you of changes to Certification rules, exam policies, testing policies, and other policies and procedures by posting at [https://www.splunk.com/en\\_us/training.html](https://www.splunk.com/en_us/training.html).

**8.7 If you do not agree to the terms set forth in this Agreement, select "Decline", in which case Splunk shall have the right to decline to administer or have administered the requested certification test. You shall forfeit your entire exam fee if you select "Decline."**

## Splunk Certification Agreement

### Parental Consent Form

My name is \_\_\_\_\_, parent or legal guardian of the minor child ( ages 13 through 17) named \_\_\_\_\_, who will be taking the Splunk Certification Exam.

By signing, scanning and emailing this Parental Consent Form back to Splunk, you declare the following:

- You are truly the parent or legal guardian of the minor child named above;
- You give consent for the child's participation in the Splunk Certification Program;
- You have read and agree that you are bound by the terms and conditions of the entire Agreement and will ensure that the minor child is aware of and complies with such terms and conditions;
- In the event your child is required to sit for the exam at a test center, you will accompany the child to the test center on the day of the exam and remain on site until the child has completed the exam.

Parent/Legal Guardian Signature: \_\_\_\_\_ on behalf of minor child,

\_\_\_\_\_.

Date: \_\_\_\_\_

**Please print clearly, scan, and email back to [splunk\\_certification@cisco.com](mailto:splunk_certification@cisco.com).**