

Splunk Terms for Splunk Offerings

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Additional terms apply to certain Splunk Offerings. The below terms apply to your Purchased Offerings as applicable and are incorporated into the Splunk General Terms.

Splunk Cloud Platform

1. Service Description

<https://docs.splunk.com/Documentation/SplunkCloud/latest/Service/SplunkCloudservice>

2. Security and Protection of Customer Content on Splunk Cloud Platform

Splunk maintains administrative, physical and technical safeguards to protect the security of Customer Content on Splunk Cloud Platform as set forth in the Splunk Cloud Security Addendum located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html ("Cloud Security Addendum").

Splunk's security safeguards include, without limitation, employee (and contractor, as applicable) security training, background testing and confidentiality obligations. Splunk's security controls adhere to generally accepted industry standards, are subject to audit by third-parties (as described in the Cloud Security Addendum), and are designed to (a) ensure the security and integrity of Customer Content; (b) detect and protect against threats or hazards to the security or integrity of Customer Content; and (c) prevent unauthorized access to Customer Content.

3. Service Level Schedule – Splunk Cloud Platform

Splunk's Splunk Cloud Service Level Schedule, set forth at https://www.splunk.com/en_us/legal/splunk-cloud-service-level-schedule.html, will apply to the availability and uptime of the Splunk Cloud Platform, subject to planned downtime and any unscheduled emergency maintenance according to Splunk's Maintenance Policy referenced in the Splunk Service Level Schedule. Customer will be entitled to service credits for downtime in accordance with the applicable Service Level Schedule.

4. Data Usage Policy for Splunk Cloud Platform

For Subscriptions based on Maximum Daily Indexing Volume, Customer is entitled to periodically exceed the daily volume purchased by Customer in accordance with Splunk's data ingestion and daily license usage policy set forth at http://docs.splunk.com/Documentation/SplunkCloud/latest/User/DataPolicies#Data_ingestion_and_daily_license_usage.

Splunk On-Call

1. Service Descriptions

The Splunk On-Call service includes the online software service via https://www.splunk.com/en_us/investor-relations/acquisitions/splunk-on-call.html (or at such other URL as may be designated from time to time), including related application programming interfaces, interactive discussion areas, Customer accounts and profiles, mobile applications, and other related components thereof, on an individual and collective basis.

2. Additional Users

If Customer wants to add additional permitted users, Customer can do so through the Offering administrative portal, and either (i) Splunk will immediately charge Customer's credit card for the prorated amount for the current term, or (ii) if Customer does not have a credit card on file, then Splunk will invoice Customer for the additional permitted users in accordance with the Terms.

3. Necessary Integrations

Customer acknowledges and agrees that in order to provide certain features and functionalities of the Splunk On-Call service to Customer, Customer must allow the Splunk On-Call service communication with or access to Customer's account(s) with other third party service providers to retrieve, manipulate, process, and modify data ("**Process**"), and you expressly consent to the Splunk On-Call service accessing those accounts to Process that data solely as is necessary to provide the Splunk On-Call service. If the Splunk On-Call service cannot for any reason access your third-party accounts or Process that data, Splunk may not be able to provide Customer those features or functionalities, and Splunk will be excused from any nonperformance. Certain features and functionalities of the Splunk On-Call service require interaction with Customer's other third-party service providers, for instance, through APIs belonging to those third parties. Customer consents to Splunk interacting with Customer's other third party service providers in order to provide Customer requested features and functionality, and Customer acknowledges that Splunk is not responsible or liable for the accuracy, content, appropriateness, or completeness of data or content Splunk receives from those third parties.

4. Support

Splunk On-Call support is provided via the following portal: <https://victorops.com/contact-support/>

Splunk Observability Cloud

Splunk Observability Cloud includes the following services (as part of a suite or as individual services): Splunk Infrastructure Monitoring, Splunk Application Performance Monitoring (Splunk APM), Splunk Real User Monitoring (Splunk RUM), and Splunk Log Observer.

1. Service Description

<https://docs.splunk.com/Observability>

2. Subscription Limits

The service is purchased as a subscription. Each subscription plan is defined by the subscription capacity limits as described in the applicable Order (the "**Subscription Limits**").

3. Usage Measurement

- a. **Splunk Infrastructure Monitoring.** Splunk measures Customer's maximum concurrent usage of each component in the Subscription Limits on an hourly basis. At the end of each monthly billing cycle, Splunk measures the monthly usage at the average of all hourly measurements during that monthly billing cycle (the "**Infrastructure Monitoring Monthly Usage Level**").
- b. **Splunk APM.** Splunk measures Customer's maximum concurrent usage of each component in the Subscription Limits on a per minute basis. At the end of each monthly billing cycle, Splunk will calculate the average usage across all per-minute measurements of the monthly billing cycle, as well as 50% of the peak of all the per-minute measurements of the monthly billing cycle (peak/2). The higher value of the two will determine the usage for that monthly billing cycle (the "**APM Monthly Usage Level**").
- c. **Splunk RUM.** Splunk measures Customer's usage as the number of Sessions per month. At the end of each monthly billing cycle, Splunk measures the total number of Sessions per month and Session Volume, during that monthly billing cycle (the "**RUM Monthly Usage Level**").
- d. **Splunk Log Observer.** Splunk measures Customer's usage as the volume per month of Indexed Data and Ingested Data. At the end of each monthly billing cycle, Splunk measures the total volume used per month of Indexed Data and Ingested Data, during that monthly billing cycle (the "**Log Observer Monthly Usage Level**").

4. Subscription Limits Enforcement

If Customer's Infrastructure Monitoring Monthly Usage Level, APM Monthly Usage Level, RUM Monthly Usage Level, and/or Log Observer Monthly Usage Level (collectively, the "**Monthly Usage Levels**") exceeds the contractual allowable Subscription Limits, Customer agrees to pay Splunk an overage fee (the "**Overage Fee**") calculated as 150% of the prices specified in the rate card below (prorated as needed) (the "**Overage Rate**"), or Splunk may, at its sole discretion, limit Customer's ability to add new monitors until it conforms to the contractual Subscription Limits, provided, however, that to help Customer avoid improperly incurring fees, if Customer's usage at any time during the term of the General Terms significantly exceeds the Customer's contractual Subscription Limits (as determined by Splunk at its sole discretion), Splunk may limit Customer's ability to add new monitors, irrespective of Customer's Monthly Usage Level.

Product	SKU	Metric	Standard Edition (annual)	Enterprise Edition (annual)
Splunk Infrastructure Monitoring	Splunk Infrastructure Monitoring - Container Add-on	Per container	\$15	\$18
	Splunk Infrastructure Monitoring - Custom Metric Add-on	Per metric	\$0.4	\$0.66
	Splunk Infrastructure Monitoring - High-Resolution Metric Add-on	Per metric	\$2.00	\$2.5
	Splunk Infrastructure Monitoring - Serverless Function	Per function		\$37.00
Splunk APM	Splunk APM - Container Add-on	Per container	\$66.00	\$51.00
	Splunk APM - Monitoring MetricSet Add-on	Per Monitoring MetricSet	\$6.00	\$10.00
	Splunk APM - Troubleshooting MetricSet Add-on	Per Troubleshooting MetricSet	\$0.42	\$0.70
	Splunk APM - Trace Volume Add-on	MB/minute	\$36.00	\$60.00
	Splunk APM - Serverless Function	Per function	\$48.00	\$78.00
Splunk Log Observer	Splunk Log Observer for Index	Per GB per month	\$60	\$72
	Splunk Log Observer for Ingest	Per GB per month	\$1.2	\$1.44
Splunk RUM	Splunk RUM - Sessions	Per 10K sessions	\$14	\$18

5. Proration for Monthly Metrics

For Offerings with Capacity based on monthly metrics, the metrics will be based on calendar month measurements. Metrics will be prorated on the first and last month based on the actual subscription start date.

6. Security and Protection of Customer Content

- Splunk maintains administrative, physical and technical safeguards to protect the security of Customer Content as set forth in the Security Addendum located at https://www.splunk.com/en_us/legal/splunk-signalfx-security-addendum.html ("**Observability Security Addendum**"). Splunk's security safeguards include, without limitation, employee (and contractor, as applicable) security training, background testing and confidentiality obligations.
- Splunk's security controls adhere to generally accepted industry standards, are subject to audit by third-parties (as described in the Observability Security Addendum), and are designed to (a) ensure the security and integrity of Customer Content; (b) detect and protect against threats or hazards to the security or integrity of Customer Content; and (c) prevent unauthorized access to Customer Content.

7. Definitions

The following definitions are applicable to Orders for **Splunk Observability Cloud** services.

"Analyzed Trace" means a trace that was sent to and processed by the Splunk APM.

"APM Identities" means the count of all unique spans and initiating operations across all service endpoints for metricization. Additional dimensions on these, specified as select span tags, create further Identities based on the count of values of those tags.

"Container" means a stand-alone, executable package of software that includes application software and sufficient operating system libraries to run in isolation but shares the underlying operating system with other Containers.

"Custom Metric" means any Metric that is not automatically collected and reported as part of Splunk's standard Host-based integrations.

"High Resolution Metric" means any Metric reported to Splunk that is specifically identified as a High-Resolution Metric by Customer in a manner specified by Splunk in the service documentation. Any Metric with such designation shall be processed by Splunk at a resolution no coarser than the native reporting resolution or 1-second, whichever is coarser, and shall be retained according to the Metric retention policy of the service edition purchased.

"Host" means a virtual machine or physical server with a dedicated operating system up to 64GB of memory.

"Metric" means any unique combination of a metric name and dimension value reporting data to Splunk within the last hour.

"Monitoring MetricSet" means a set of metrics created by default for certain components in a monitored distributed application and designed to alert on changes in application performance. A Monitoring MetricSet includes metrics such as request rate, error rate, and latency percentiles.

"MTS" means Metric Time Series.

"Serverless Function" means a stand-alone, executable package of single-purpose software that runs in serverless environments and is triggered by an event or message.

"Session Volume" means the amount of Session data that customers pay for to be ingested by Splunk RUM.

"Span" means an area of code instrumented to be captured as part of a recorded transaction (eg. rpc, function). Each service can have many spans. At a minimum, there will be 2 spans - inbound and outbound to the service.

"TAPM" means Trace Analyzed Per Minute.

"Trace" means an array of spans represented as a Directed Acyclic Graph.

"Trace Volume" means the amount of Trace data per minute that customers pay for to be ingested by Splunk APM.

"Troubleshooting MetricSet" means a set of metrics created by default for certain components in a monitored distributed application and designed to enable detailed analysis and troubleshooting of an application. A Troubleshooting MetricSet includes metrics such as the request rate, error rate, root-cause error rate and latency percentiles.

Splunk Synthetic Monitoring

1. Service Description

<https://help.rigor.com/hc/en-us>

2. Security

Customer hereby acknowledges and agrees that Splunk Synthetic Monitoring has not yet undergone a security audit by an independent third party and therefore does not have SOC2 or ISO27001 certification. **The security terms in Splunk's Cloud Security Addendum and the Observability Security Addendum do NOT apply.** Customer may not upload or transmit to this environment any regulated data, such as financial information (including PCI-DSS data), protected health information, ITAR data or classified information.

3. Subscription Limits Enforcement

If Customer's monthly usage level of Splunk Synthetic Monitoring (the "Synthetic Monthly Usage Level") exceeds the contractual allowable Subscription Limits, Customer agrees to pay Splunk an overage fee calculated as 150% of the prices specified in the rate card below (prorated as needed), or Splunk may, at its sole discretion, limit Customer's ability to add new monitors until it conforms to the contractual Subscription Limits, provided, however, that to help Customer avoid improperly incurring fees, if Customer's usage at any time during the term of the General Terms significantly exceeds the Customer's contractual Subscription Limits (as determined by Splunk at its sole discretion), Splunk may limit Customer's ability to add new monitors, irrespective of Customer's Synthetic Monthly Usage Level.

Product	SKU	Metric	Standard Edition (annual)	Enterprise Edition (annual)
Splunk Synthetic Monitoring	Splunk Synthetic Monitoring - Browser Tests, 1k Runs per month	Runs per Month	\$12	\$20
	Splunk Synthetic Monitoring - API Tests, 10k Runs per month	Runs per Month	\$4	\$6

For Offerings with Capacity based on monthly metrics, the metrics will be based on calendar month measurements. Metrics will be prorated on the first and last month based on the actual subscription start date.

Splunk Mission Control

1. Service Description

<https://docs.splunk.com/Documentation/MC/Current/Service/SplunkMissionControlService>

2. Security

Customer hereby acknowledges and agrees that Splunk Mission Control has not yet undergone a security audit by an independent third party and therefore does not have SOC2 or ISO27001 certification. **The security terms in Splunk's Cloud Security Addendum do NOT apply.** Customer may not upload or transmit to this environment any regulated data, such as financial information (including PCI-DSS data), protected health information, ITAR data or classified information.