



SPLUNK ACADEMIC ALLIANCE PROGRAM AGREEMENT

The terms and conditions set forth below are for informational purposes only and do not represent a binding agreement between you and Splunk. To become a Splunk Academic Alliance member, please reach: academicalliance@splunk.com

This Splunk Academic Alliance Program Agreement (“**Agreement**”) governs your participation in the Splunk Academic Alliance Program (“**Program**”) and use of the Offerings and materials provided to you by Splunk under the Program. The Agreement consists of the Terms and Conditions, the Splunk Academic Alliance Program Guide (“**Program Guide**”), and any terms, exhibits, addenda, online resources, or other documents attached or referenced in any of the foregoing. This Agreement will be effective as of the date of the last signature below (“**Effective Date**”).

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

TERMS AND CONDITIONS

1. Program Overview

- (A) **Program Overview and Appointment.** The Program enables faculty and students from academic institutions to have access to Splunk Offerings, trainings and materials to facilitate the development of technical skills to support their areas of study, as set forth in the Program Guide. In order to become a Splunk Academic Alliance Partner, you must first submit an application to Splunk (which may include, without limitation, a registration form and questionnaire), and that application must be accepted by Splunk, based on our verification and criteria standards. Once approved as a Splunk Academic Alliance Partner you and your faculty and students (“**Personnel**”) may obtain access to Training Materials and Marketing Materials (collectively, “**Materials**”), Services, and Offerings under the Program.
- (B) **Participation Requirements.** You agree to comply with this Partner Agreement, the Program Guide, and any linked or supplementary materials in and to the foregoing. You understand your compliance with the foregoing is required for your access to and participation in the Program and to keep and maintain access to any licenses, use rights, or benefits under the Program and this Agreement. Splunk reserves the right to make changes to the Program, in whole or in part, at any time, including but not limited to terminating the Program altogether. Should a change to the Program be required, Splunk will notify you through the Splunk Academic Alliance Program Partner Portal (“**Portal**”) or via email. You should familiarize yourself with the Portal and check for any modifications and/or changes to the Program. By continuing to access the Portal, use the Materials, Services, and Offerings after the changes become effective, you agree to the changes. If you do not agree with the changes, you must cease participation in the Program and use of the Materials, Services, and Offerings provided thereunder, and notify us in accordance with Section 8(B).

2. Ethics and Compliance

- (A) **Commitment to 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: <https://investors.splunk.com/code-business-conduct-and-ethics-1>.
- (B) **Compliance with Laws and Partner Code of Conduct.** You agree to conduct your business in an ethical manner in accordance with all applicable laws. You agree to comply, and will ensure your Personnel comply, with all applicable laws governing your use of any Materials, Services, and Offerings under this Agreement, and your business operations, including but not limited to those laws addressing bribery, anti-corruption, insider trading, conflicts of interest, confidentiality, intellectual property, privacy, unlawful labor practices, competition, anti-slavery and anti-human trafficking, and export and trade compliance. You agree not to (i) make any false, misleading, or disparaging representations or comments about Splunk or our Offerings; nor (ii) make any representations, warranties or guarantees with respect to the specifications, features or functionality of the Offerings that are inconsistent with the Documentation.
- (C) **Anti-Bribery/Anti-Corruption Practices Act.** You and your Personnel, in connection with the Program, will comply with the U.S. Foreign Corrupt Practices Act (the “**FCPA**”), the U.K. Bribery Act (the “**UKBA**”) and all other applicable anti-corruption laws and regulations (“**Anti-Bribery Laws**”). You hereby confirm that you understand the provisions relating to the FCPA prohibitions regarding the payment or giving of anything of value, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party’s influence with that government, to obtain or retain business or otherwise gain an advantage. You further confirm that you are aware of the UKBA’s prohibition relating to providing things of value to any person, not only foreign officials, with the intent to induce such party to not act with good faith, impartiality or abuse a position of trust.
- (D) **Ethical Labor Practices.** You represent that you do not engage in unethical labor practices, including but not limited to child labor or forced labor, human trafficking or slavery (collectively, “**Unethical Labor Practices**”). You agree to comply and continue to comply fully with all applicable labor laws prohibiting Unethical Labor Practices.
- (E) **Export Control.** You will comply with all applicable export laws and regulations of the United States and any other country (“**Export Laws**”) where your Personnel use any of the Materials, Services, or Offerings, as applicable. You certify that you and any Personnel 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 and will not provide any of the Materials, Services, or Offerings to certain military or government end users or for certain prohibited uses (15 CFR §744). You will not export, re-export, ship, transfer or otherwise use the Materials, Services, or Offerings in any country, region, entity or individual subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Venezuela and North Korea, and you will not use any Materials, Services, or Offering for any purpose prohibited by the Export Laws. Further, You will not provide any Materials, Services, or Offering in connection with a prohibited end use as defined in 15 CFR §744. Splunk’s export information regarding Splunk’s Offerings, including Splunk’s export control classifications for our on-premise product offerings: https://www.splunk.com/en_us/legal/export-controls.html, as may be updated by Splunk from time to time.
- (F) **Compliance Reporting.** You agree to promptly report to us any known or suspected violation of this Section 2 (Ethics and Compliance). When requested by us, you will provide attestations that you are not aware of any violations or alleged violations of this Section 2 (Ethics and Compliance). You agree to assist us with an investigation into possible wrongdoing should we have reason to believe violations of the obligations under Section 2 (Ethics and Compliance) have occurred in connection with your activities under this Agreement or the Program.

3. License and Use Rights

- (A) **General Rights.** Subject to your compliance with this Agreement, you have the nonexclusive, nontransferable, revocable, limited and nonsublicensable right during the Term to use the Offerings in a non-production environment [solely for educational (i.e., non-commercial) purposes] in conjunction with the Program. You may permit your authorized faculty and students to access and use the Materials, Services, and Offerings subject to this Agreement. You are responsible for any such party’s actions relating to the Program or use of the Materials, Services, and Offerings.
- (B) **Marketing Materials.** Subject to the terms of the Agreement, Partner will have the non-exclusive, nontransferable, royalty-free, limited right (without the right to grant sublicenses) to reproduce, publicly display, and distribute the Marketing Materials and in the same form provided by Splunk, as appropriate to market and promote the Program.

- (C) **Use Restrictions.** You agree not to (nor allow any third party to): (i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (ii) modify, translate, or create derivative works based on the Materials, Services, or Offerings; (iii) use an Offering for service bureau purposes, or for any purpose other than providing the Offering to meet your requirements and not for production use or for the benefit of any third party; (iv) resell, transfer or distribute any Offering; (v) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (vi) 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; (vii) use any of the Materials, Services, or Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws); (viii) use the Offering other than in sandbox mode only using test data; (ix) use the Offering for any commercial purpose or backend use for your own internal purposes; and (x) use the Offerings in excess of the Capacity, to the extent applicable, given to you to provide the Services.
- (D) **Limitations.** Except as otherwise expressly set forth herein, we do not provide maintenance and support, warranties, indemnification, or service level credits for free Offerings or for Splunk Extensions or Third-Party Extensions utilized in conjunction with any such Offering. Offerings provided hereunder may have limited features, functions, indexing capacity, data storage, data security, data continuity, data retention or other limitations as determined by Splunk.

The Materials, Services, and 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.

4. Your Compliance/Partner Obligations

- (A) **Program and Lawful Use of Offerings.** Partner will at all times comply with the requirements of the Agreement. You are responsible for complying with all laws, rules, and regulations applicable to your organization, your participation in the Program, and your access and use of the Materials, Services, and Offerings. This includes being responsible for your Customer Content and users, for your users' compliance with this Agreement, and the accuracy, lawful use of, and the means by which you acquired your Customer Content.
- (B) **Marketing.** Partner will use commercially reasonable efforts to market and promote the Program to students, at its sole expense.
- (C) **Acceptable Use.** For Hosted Services Offerings, without limiting any terms under this Agreement, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.
- (E) **Audit.** You agree to grant us the right to audit your compliance with the terms and conditions of this Agreement and the Program from time to time. This may include without limitation, review of your Program operations, Materials, Offerings and Services used, syllabi and other class content created in support of the Program, and listening and attending lectures or classes under the Program.
- (F) **Special Terms Related to Hosted Services Offerings.** 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. You may not transmit and/or store PHI, PCI Data or ITAR Data within the Hosted Services. You further agree that 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.
- (G) **Program Promotion.** You authorize us to list you as a Splunk Academic Alliance Partner in our Program materials on the Splunk website, including any current Certifications you have obtained as an organization.

5. Roles and Responsibilities.

- (A) **Requirements for Splunk.** Splunk shall (i) provide Partner with the Training Materials, including instructor and student materials, lab environments, and digital badges for inclusion in its provision of the Offerings; (ii) provide Partner with Marketing Materials as appropriate to market the Splunk Academic Alliance Program to its faculty and students; (iii) provide Partner with Support; (iv) provide process for feedback loop and continuous improvement (i.e. bug submission/feature requests); and (v) for Advanced tier Partner's only, as specified in the Portal or otherwise by Splunk, provide access to existing enablement offerings including "Train the Trainer" sessions and Splunk Certified Instructor Workshops.
- (B) **Requirements for Partner.** Partner must meet specific program requirements in order to maintain its status as a partner in the Program. Requirements are set forth in the Program Guide.

6. Data Protection and Security

Splunk's information security management system is calibrated to protect the confidentiality, integrity and availability of customer data. During the Term, we will use commercially reasonable physical, technical and procedural measures in place to protect Customer Content against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Splunk. Splunk further follows globally recognized data protection principles and industry-leading standards for the security of personal data. Any personal data that may be received by Splunk as part of the Program will be processed in compliance with the Splunk privacy policy at the following link, which is incorporated by reference: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

7. 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 this Agreement, 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 this Agreement 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.

8. Ownership

- (A) **Generally.** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, Materials, Services, 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 this Agreement. No rights are granted to you other than as expressly set forth in the Agreement. As between you and Splunk, you own and reserve all right, title and interest in your Customer Content.
- (B) **Partner Materials.** In cases where training and education materials have been developed by Partner to facilitate the Program, as allowed by Splunk, ("**Partner Materials**") Partner agrees: (a) to disclose promptly in writing to Splunk all such Partner Materials; and (b) to otherwise treat all such materials as Confidential Information. These obligations to disclose and keep confidential will survive any expiration or termination of this Agreement. Partner hereby grants 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 such Partner Materials, to the extent such use does not include any Confidential Information of Partner.
- (C) **Feedback.** You have no obligation to provide us with ideas for improvement, suggestions or other feedback (collectively,

“Feedback”) in connection with the Services or an Offering. 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.

9. Term and Termination

- (A) **Term.** The Agreement shall begin on the Effective Date and continue until terminated as set forth herein (“Term”).
- (B) **Termination.** Either party may terminate the Agreement for convenience at any time during the Agreement upon thirty (30) days’ written notice to the other party. Splunk may immediately terminate this Agreement, or your appointment as a partner in the Program, if you breach the terms of this Agreement.
- (C) **Effect of Termination.** Upon any termination of the Agreement, the rights and licenses granted to you hereunder will automatically terminate, and you agree to immediately (i) cease using and accessing the Offerings; (ii) stop all representations that it is a Splunk Academic Alliance Partner of Splunk; (iii) return or destroy all copies of any Materials and any Splunk Confidential Information in your possession or control; and (iv) upon our request, certify in writing the completion of such return or destruction. Upon termination of the Agreement, Splunk will have no further obligations to you. For Hosted Services, Customer Content may be retrieved by you and removed from a Hosted Service at any time during the Term in accordance with the applicable Documentation. Upon expiration or earlier termination of a Term, Splunk will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to delete all remaining Customer Content at such time, unless we are otherwise legally prohibited from doing so.
- (D) **Survival.** The termination of the Agreement 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, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in this Agreement.

10. Limitation of Liability

In no event will Splunk or its Affiliates have any liability arising out of or related to the Agreement, including any damages, costs, lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages nor will Splunk’s total cumulative liability arising out of or relating to the Program, the Agreement or the subject matter hereof exceed \$100.00. 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 foregoing disclaimers of damages will 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.

11. Indemnification

- (A) **Indemnification by Splunk.** Provided Partner’s use of all Materials and Offerings, and any other Intellectual Property Rights, was in accordance with the terms of the Agreement, Splunk shall defend and indemnify Partner from and against any loss, damage, liability, cost or expenses finally awarded (or payable in settlement) (including reasonable attorney’s fees) resulting from any third party claim that any of the Materials or Offerings as licensed to Partner, infringes or violates any third party’s patent, copyright or trademark rights; provided that (i) Partner promptly notifies Splunk in writing of any and all such claims, (ii) Splunk shall have sole control of the defense, settlement, adjustment or compromise of such claim, and (iii) Partner shall reasonably cooperate with Splunk in the defense and/or settlement thereof at Splunk’s expense. Partner shall have no authority to settle any Splunk-indemnified claim on behalf of Splunk.
- (B) **Sole Remedy.** The indemnification obligations set forth in Section 10 (A) constitute Partner’s sole remedy, and Splunk’s sole liability, with respect to any claims that the Materials or the Offerings infringe on any third party’s Intellectual Property Rights.
- (C) **Indemnification by Partner.** Unless expressly prohibited by applicable law, Partner shall defend and indemnify Splunk from and against any loss, damage, liability, costs or expenses finally awarded (or payable in settlement) (including reasonable

attorneys' fees) arising out of or resulting from any third-party claim based on or otherwise attributable to: (i) Partner's gross negligence or intentional misconduct; (ii) any misrepresentations made by Partner with respect to Splunk or the Splunk Offerings; or (iii) Partner's provision or performance of the Services.

12. Governing Law

The Agreement 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 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. Either party 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 such party, its Affiliates, or any third party. **Notwithstanding the foregoing, if you are a United States state or local government entity, including a public institute of higher education, the Agreement is governed by the laws of your state, excluding its conflict of laws principles. These General Terms do not affect statutory rights that cannot be waived or changed by contract**

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

13. Miscellaneous

- (A) **Different Terms.** Splunk expressly rejects terms or conditions or other similar document that are different from or additional to the terms and conditions set forth in this Agreement. 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) **Integration; Entire Agreement.** This Agreement 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 the use of Offerings. Except as otherwise expressly set forth herein, any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.
- (C) **Independent Contractors; No Third-Party Beneficiaries.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries of this Agreement. 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.

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. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"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.

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

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

time.

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

“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.

“ITAR Data” means information protected by the International Traffic in Arms Regulations.

“Intellectual Property Rights” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

“Marketing Materials” means the materials, information, and other documentation furnished to Partner by Splunk for display and distribution to instructors and potential students regarding the Services and/or Offerings.

“Offerings” means the products, services and other offerings that Splunk makes available under the Program, including without limitation On-Premise Products and Hosted Services.

“On-Premise 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.

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

“PHI” means any protected health data, as defined under HIPAA.

“Portal” means the access-restricted, password-controlled Splunk Academic Alliance Program Portal for Program partners where Partner can initially register for the Program and thereafter view the current Program Guide and obtain the most current information about additions, subtractions, updates and other changes affecting the Program. The URL for the Splunk Partner Portal will be made available to partner and may be updated from time to time.

“Services” means the education and training services, including the ability to seek applicable Splunk certifications based on such training, that Partner and its faculty and students may receive or access as set forth in the Agreement, or such other education and training as otherwise agreed by the parties.

“Support” means the limited support provided by Splunk to the Partner and its Personnel to assist with Training Materials, Services, access to the Offerings and other general Program questions.

“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.

“Training Materials” means the materials, information, and other documentation furnished to Partner by Splunk for education and training of students regarding the Services and/or Offerings.

“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.