

SPLUNK INC. SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Customer agrees that the following terms and conditions (“**Terms and Conditions**”) will govern the delivery of any support and/or maintenance services by Splunk (“**Support**”) listed on an Order entered into pursuant to the Software License Agreement (the “**Agreement**”) to which these Terms and Conditions are attached and made a part thereof. Subject to Customer’s termination rights set forth in the Agreement, ordering any Support from Splunk or any Authorized Partner indicates Customer’s acceptance of these Terms and Conditions. These Terms and Conditions are effective upon receipt and confirmation of acceptance of Customer’s purchase order by Splunk or an Authorized Partner (the “**Effective Date**”).

1. **DEFINITIONS.** Unless otherwise defined in these Terms and Conditions, capitalized terms have the meanings set forth in the Agreement.
2. **SUPPORT AND MAINTENANCE.**
 - **2.1 Services.** Subject to Customer’s timely payment of the applicable annual Support fees set forth in the Order (the “**Support Fees**”), Splunk will provide the level of Support identified in the Order in accordance with the Support descriptions set forth below. No other maintenance or support for the Software is included.
 - **2.2 Support Fees.** Support Fees will be due and payable in accordance with the Order. Splunk will notify (electronically or otherwise) Customer of the then-current annual Support Fee for Customer’s level of Support in each notice of term renewal. Support Fees are non-refundable once paid.
 - **2.3 Exclusions.** Splunk will have no obligation of any kind to provide Support for issues caused by or arising out of any of the following (each, a “**Licensee-Generated Error**”): (i) modifications to the Software not made by Splunk; (ii) use of the Software other than as authorized in the Agreement or as provided in the documentation for the Software; (iii) damage to the machine on which the Software is installed; (iv) Customer’s continued failure to use the Software without reference to the documentation; (v) versions of the Software other than the Supported Version (defined in Section 2.6.6); (vi) third-party products not expressly supported by Splunk and described in the documentation; or (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the documentation. If Splunk determines that support for an issue caused by a Licensee-Generated Error, Splunk will notify Customer as soon as reasonably possible under the circumstances. If Customer agrees that Splunk should provide support for the Licensee-Generated Error via a confirming email, then Splunk will have the right to invoice Customer at Splunk’s then-current time and materials rates for any such support provided by Splunk.
 - **2.4 Support for Splunk Extensions.** Subject to Customer’s payment of the applicable annual Support Fees, if Customer are a licensee of a Splunk Extension supported by Splunk, Splunk will provide an Initial Response and Acknowledgement in accordance with P3 terms as described in the Support Programs (as defined below). Updates for the Software will be provided when made available. No other sections in these Terms and Conditions apply to Splunk Extensions.
 - **2.5 Restrictions.** Support is delivered only in English unless Customer is in a location where Splunk has made localized Support available.

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○ 2.6 Support Descriptions.

- 2.6.1 Splunk Support. Customer's Order will identify the level of Support Customer purchases for the applicable Purchased Software. A summary of the different support programs and levels are described here: http://www.splunk.com/en_us/support-and-services/support-programs.html ("**Support Programs**"). Support cases are handled based on case priority levels as described in the Support Programs. When submitting a case, Customer will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth in the Support Programs. When the case is received, Splunk Support may change the priority if the issue does not conform to the criteria for the selected priority and will provide Customer with notice (electronic or otherwise) of such change.
- 2.6.2 Authorized Support Contacts. Support will be provided solely to the authorized individual(s) specified by Customer that Splunk will communicate with that individual(s) when providing Support ("Support Contacts"). Splunk strongly recommends that Customer's support contact(s) be trained on the Purchased Software. Customer's Order will indicate a maximum number of authorized Support Contacts for Customer's license level. Customer will be asked to designate Customer's authorized support contacts, including their primary email address and Splunk.com login ID, following Splunk's acknowledgment of Customer's Order.
- 2.6.3 Defect Resolution. Should Splunk in its sole judgment determine that there is a defect in the Purchased Software, it will, at its sole option, repair that defect in the version of the Software that Customer is currently using or instruct Customer to install a newer version of the Software with that defect repaired. Splunk reserves the right to provide Customer with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.
- 2.6.4 Support Hours. Support is provided via telephone, email and web portal. Support will be delivered by a member of Splunk's technical support team during the regional hours of operation listed in the Support Programs page.
- 2.6.5 Customer's Obligation to Assist. Should Customer report a purported defect in the Purchased Software to Splunk, Splunk may require Customer 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. Customer's failure to provide this information may prevent Splunk from identifying and fixing that purported defect.
- 2.6.6 Software Upgrades and Software Support Policy. When available, Splunk provides updates, upgrades, maintenance releases and reset keys only to Splunk Support customers pursuant to Splunk's Support Policy provided at: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**"). 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. Subject to the foregoing, Splunk provides Support for the duration specified in the **Support Policy** following the initial release date of each respective major or minor version. The current version and the releases within the support period will be "**Supported Versions**".

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- **2.7 Changes in Support and Software.** Subject to the Support Policy, Customer acknowledges that Splunk has the right to discontinue the manufacture and development of any Software and the Support for any Software, including the distribution of older Software versions, at any time in its sole discretion, provided that Splunk agrees not to discontinue Support for the Software during the current annual term of these Terms and Conditions, subject to the termination provisions herein. Splunk reserves the right to alter Support from time to time, using reasonable discretion but in no event will such alterations result in (i) diminished support from the level of Support set forth herein; (ii) materially diminished obligations for Splunk; (iii) materially diminished Customer's rights; or (iv) higher Support Fees during the then-current term. Splunk will provide Customer with thirty (30) days' prior written notice (delivered electronically or otherwise) of any permitted material changes to the Support contemplated herein.

3. TERM AND TERMINATION.

- **3.1 Term.** These Terms and Conditions will commence on the Delivery date and, unless terminated earlier in accordance with the terms of the Agreement, for a period of one (1) year (or for term purchased if different than one year) thereafter (the "**Initial Term**"). These Terms and Conditions will automatically renew for additional one (1)-year terms (or for term purchased if different than one year) (each, a "**Renewal Term**," and the Initial Term, collectively with any and all Renewal Terms, will be referred to as the "**Support Term**"), unless either party provides the other (or if purchased through an Authorized Partner, Customer provides the Authorized Partner) with written notice of its intent not to renew these Terms and Conditions at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term. Customer must purchase and/or renew Support for all of the licenses for a particular Software product. If the Support Term lapses, Customer may seek to re-activate Support by submitting a purchase order that includes fees for the lapsed period plus a reinstatement fee.
- **3.2 Termination.** Either party may terminate these Terms and Conditions by written notice to the other party if the other party materially breaches this Agreement or these Terms and Conditions and does not cure the breach within thirty (30) days of receiving notice of the breach. If Customer terminates the Agreement for Splunk's uncured material breach of these Terms and Conditions, then Splunk will refund any unused prepaid fees to Customer as Customer's sole and exclusive remedy.

4. **FORCE MAJEURE.** Splunk will not be responsible for any failure or delay in its performance under these Terms and Conditions 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.