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1.345 at-least-node 1.0.0

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1.365 css-color-keywords 1.0.0

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1.366 css-to-react-native 3.0.0

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1.370 lodash.sortby 4.7.0

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1.395 restore-cursor 3.1.0
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1.396 end-of-stream 1.4.4
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1.402 cli-width 3.0.0
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1.416 lodash.kebabcase 4.1.1

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1.426 source-map-js 1.0.2

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1.430 findup-sync 4.0.0

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1.431 lodash.upperfirst 4.3.1

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1.631 escodegen 2.1.0

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1.632 collect-v8-coverage 1.0.2

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1.636 react-docgen-typescript 2.2.2

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1.637 tsconfig-paths 4.2.0

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1.638 make-dir 4.0.0

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1.639 is-typed-array 1.1.12

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1.645 jest-watch-typeahead 2.2.2

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1.646 istanbul-lib-report 3.0.1

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1.647 webpack-hot-middlewzre 2.25.4

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1.648 filter-obj 5.1.0

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1.649 split-on-first 3.0.0

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1.650 dedent 1.5.1

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1.651 signal-exit 4.1.0

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1.652 keyv 4.5.3

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1.653 regenerator-transform 0.15.2

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1.654 eslint-visitor-keys 3.4.3

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1.655 minipass-fetch 3.0.4

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1.656 fs-minipass 3.0.3

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1.657 node-fetch 2.7.0

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1.658 core-js 3.32.1

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1.659 flat-cache 3.1.0

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1.660 jest-get-type 29.6.3

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1.661 babel-plugin-jest-hoist 29.6.3

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1.662 babel-preset-jest 29.6.3

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1.663 diff-sequences 29.6.3

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1.664 jest-regex-util 29.6.3

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1.666 string.prototype.repeat 0.2.0

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name: 'levn'

version: '0.3.0'

author: 'George Zahariev <z@georgezahariev.com>'

description: 'Light ECMAScript (JavaScript) Value Notation - human written, concise, typed, flexible'

homepage: 'https://github.com/gkz/levn'

keywords:

'levn'

'light'

'ecmascript'

'value'

'notation'

'json'

'typed'

'human'

'concise'

'typed'

'flexible'

files:

'lib'

'README.md'

'LICENSE'

main: './lib/'

bugs: 'https://github.com/gkz/levn/issues'

license: 'MIT'

engines:

node: '>= 0.8.0'

repository:

type: 'git'

url: 'git://github.com/gkz/levn.git'

scripts:

test: "make test"

dependencies:

'prelude-ls': '~1.1.2'

'type-check': '~0.3.2'

dev-dependencies:

livescript: '~1.4.0'

mocha: '~2.3.4'
istanbul: '~0.4.1'

1.55 extsprintf 1.3.0

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Found in path(s):

* /fis-components-core-util-is-1-0-2-0-gb94b22f-tar-gz/fis-components-core-util-is-5917000/lib/util.js

1.58 is-windows 0.2.0

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1.79 batch-processor 1.0.0

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1.87 d3-time-format 3.0.0

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1.88 styled-components 5.1.1

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[1]: <http://eligrey.com>

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1.95 prop-types 15.6.2

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1.98 parent-module 1.0.1

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1.100 rxjs 5.5.11

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1.103 tr46 1.0.1

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1.117 whatwg-url 6.5.0

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1.163 yaml 1.10.2

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1.251 jsonparse 1.3.1

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1.252 Iodash.merge 4.6.2

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1.253 css.escape 1.5.1

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1.254 utrie 1.0.1

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1.255 css-line-break 2.0.1

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1.256 text-segmentation 1.0.2

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1.257 monaco-editor 0.27.0

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1.258 xml-name-validator 4.0.0

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1.260 deep-is 0.1.4

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1.261 stackblur-canvas 2.5.0

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1.264 ansi-html-community 0.0.8

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1.284 svg-pathdata 6.0.3

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1.286 harmony-reflect 1.6.2

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1.287 arch 2.2.0

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1.288 xpath 0.0.32

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1.289 asn1 0.2.6

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1.290 makeerror 1.0.12

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1.292 style-loader 2.0.0

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```

Found in path(s):

```
* /fis-components-mdurl-1-0-1-0-g20d84f7-tar-gz/fis-components-mdurl-ed7dccf/parse.js
```

1.370 lodash.sortby 4.7.0

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1.390 buffer-crc32 0.2.13

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1.396 end-of-stream 1.4.4

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1.401 chalk 4.1.2

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1.405 ora 5.4.1

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1.408 for-each 0.3.3

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1.477 jest-serializer-html 7.1.0

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1.479 moo-color 1.0.3

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/*! ./color-converter */

/*! ./color-formatter */

/*! ./color-names */

/*! ./input-parser */

/*! ./util/util */


```
/*! color-name */
```

```
/*! **** */
!*** ./src/color.ts ***!
\*****/
```

```
/*! **** */
!*** ./src/moo-color.ts ***!
\*****/
```

```
/*! **** */
!*** ./src/util/util.ts ***!
\*****/
```

```
/*! **** */
!*** ./src/color-names.ts ***!
\*****/
```

```
/*! **** */
!*** ./src/input-parser.ts ***!
\*****/
```

```
/*! **** */
!*** ./src/color-converter.ts ***!
\*****/
```

```
/*! **** */
!*** ./src/color-formatter.ts ***!
\*****/
```

```
/*! **** */
!*** ./node_modules/color-name/index.js ***!
\*****/
```

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1.530 protobuf 3.20.3

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1.531 protobuf 4.21.7

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1.532 util 0.12.5

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1.533 cliui 8.0.1

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1.534 type-fest 2.19.0

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1.540 acorn-globals 7.0.1

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1.636 react-docgen-typescript 2.2.2

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1.639 is-typed-array 1.1.12

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1.640 espreo 9.6.1

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1.641 fast-glob 3.3.1

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1.642 fork-ts-checker-webpack-plugin 8.0.0

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1.644 browser-assert 1.2.1

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1.645 jest-watch-typeahead 2.2.2

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1.648 filter-obj 5.1.0

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1.649 split-on-first 3.0.0

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1.650 dedent 1.5.1

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1.652 keyv 4.5.3

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1.653 regenerator-transform 0.15.2

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1.654 eslint-visitor-keys 3.4.3

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1.665 fast-fifo 1.3.2

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1.666 string.prototype.repeat 0.2.0

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1.692 sort-object 3.0.3

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1.744 kind-of 6.0.3

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1.745 braces 3.0.2

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1.746 json-schema 0.4.0

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1.747 http-cache-semantics 4.1.1

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1.751 xstate 4.38.3

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1.752 combined-stream 1.0.8

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1.753 delayed-stream 1.0.0

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delayed-stream

Buffers events from a stream until you are ready to handle them.

Installation

```
``` bash
npm install delayed-stream
```
```

Usage

The following example shows how to write a http echo server that delays its response by 1000 ms.

```
``` javascript
var DelayedStream = require('delayed-stream');
var http = require('http');

http.createServer(function(req, res) {
 var delayed = DelayedStream.create(req);

 setTimeout(function() {
 res.writeHead(200);
 delayed.pipe(res);
 }, 1000);
});
```
```

If you are not using `Stream#pipe`, you can also manually release the buffered events by calling `delayedStream.resume()`:

```
``` javascript
var delayed = DelayedStream.create(req);

setTimeout(function() {
 // Emit all buffered events and resume underlying source

```

```
 delayed.resume();
 }, 1000);
````
```

Implementation

In order to use this meta stream properly, here are a few things you should know about the implementation.

###

Event Buffering / Proxying

All events of the ``source`` stream are hijacked by overwriting the ``source.emit`` method. Until node implements a catch-all event listener, this is the only way.

However, `delayed-stream` still continues to emit all events it captures on the ``source``, regardless of whether you have released the delayed stream yet or not.

Upon creation, `delayed-stream` captures all ``source`` events and stores them in an internal event buffer. Once ``delayedStream.release()`` is called, all buffered events are emitted on the ``delayedStream``, and the event buffer is cleared. After that, `delayed-stream` merely acts as a proxy for the underlying source.

Error handling

Error events on ``source`` are buffered / proxied just like any other events. However, ``delayedStream.create`` attaches a no-op ``error`` listener to the ``source``. This way you only have to handle errors on the ``delayedStream`` object, rather than in two places.

Buffer limits

`delayed-stream` provides

a ``maxDataSize`` property that can be used to limit the amount of data being buffered. In order to protect you from bad ``source`` streams that don't react to ``source.pause()``, this feature is enabled by default.

API

DelayedStream.create(source, [options])

Returns a new ``delayedStream``. Available options are:

- * ``pauseStream``
- * ``maxDataSize``

The description for those properties can be found below.

delayedStream.source

The ``source`` stream managed by this object. This is useful if you are passing your ``delayedStream`` around, and you still want to access properties on the ``source`` object.

delayedStream.pauseStream = true

Whether to pause the underlying ``source`` when calling ``DelayedStream.create()``. Modifying this property afterwards has no effect.

delayedStream.maxDataSize = 1024 * 1024

The amount of data to buffer before emitting an ``error``.

If the underlying source is emitting ``Buffer`` objects, the ``maxDataSize`` refers to bytes.

If the underlying source is emitting JavaScript strings, the size refers to characters.

If you know what you are doing, you can set this property to ``Infinity`` to disable this feature. You can also modify this property during runtime.

delayedStream.dataSize = 0

The amount of data buffered so far.

delayedStream.readable

An ECMA5 getter that returns the value of ``source.readable``.

delayedStream.resume()

If the ``delayedStream`` has not been released so far, ``delayedStream.release()`` is called.

In either case, ``source.resume()`` is called.

delayedStream.pause()

Calls ``source.pause()``.

delayedStream.pipe(dest)

Calls `delayedStream.resume()` and then proxies the arguments to `source.pipe`.

```
### delayedStream.release()
```

Emits and clears all events that have been buffered up so far. This does not resume the underlying source, use `delayedStream.resume()` instead.

```
## License
```

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Found in path(s):

```
* /fis-components-delayed-stream-1-0-0-0-g42ac44e-1-tar-gz/fis-components-delayed-stream-3c3d86f/Readme.md
```

1.754 gensync 1.0.0-beta.2

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1.756 globals 11.12.0

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1.758 escape-string-regexp 1.0.5

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1.759 isobject 3.0.1

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1.761 is-plain-object 2.0.4

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1.762 chalk 2.4.2

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1.772 Iru-cache 5.1.1

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1.776 json5 2.2.3

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1.777 ms 2.1.3

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1.780 mime 1.6.0

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1.782 sshpk 1.18.0

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1.784 function-bind 1.1.2

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1.785 secure-compare 3.0.1

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1.786 async 3.2.5

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1.787 text-extensions 2.4.0

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1.788 conventional-changelog-conventionalcommits 7.0.2

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1.789 meow 12.1.1

1.789.1 Available under license :

Name: yargs-parser

Version: 21.1.1

License: ISC

Private: false

Description: the mighty option parser used by yargs

Repository: https://github.com/yargs/yargs-parser.git

Author: Ben Coe <ben@npmjs.com>

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Name: map-obj
Version: 4.3.0
License:
MIT
Private: false
Description: Map object keys and values into a new object
Repository: undefined
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Name: camelcase
Version: 7.0.1
License: MIT
Private: false
Description: Convert a dash/dot/underscore/space separated string to camelCase or PascalCase: `foo-bar` `fooBar`
Repository: undefined
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Name: quick-lru

Version: 6.1.2

License: MIT

Private: false

Description: Simple Least Recently Used (LRU) cache

Repository: undefined

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Name: camelcase-keys
Version: 8.0.2
License: MIT
Private: false
Description: Convert object keys to camel case
Repository: undefined
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Name: trim-newlines
Version: 5.0.0
License: MIT
Private: false

Description: Trim newlines from the start and/or end of a string

Repository: undefined

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Name: min-indent

Version: 1.0.1

License: MIT

Private: false

Description: Get the shortest leading whitespace from lines in a string

Repository: undefined

Author: James Kyle <me@thejameskyle.com>
(thejameskyle.com)

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Name: strip-indent

Version: 4.0.0

License: MIT

Private: false

Description: Strip leading whitespace from each line in a string

Repository: undefined

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Name: indent-string
Version: 5.0.0
License: MIT
Private: false
Description: Indent each line in a string
Repository: undefined
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Name: redent
Version: 4.0.0
License: MIT
Private:
false
Description: Strip redundant indentation and indent the string
Repository: undefined
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Name: hard-rejection

Version: 2.1.0

License: MIT

Private: false

Description: Make unhandled promise rejections fail hard right away instead of the default silent fail

Repository: undefined

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Name: semver
Version: 7.5.4
License: ISC
Private: false
Description: The semantic version parser used by npm.
Repository: <https://github.com/npm/node-semver.git>
Author: GitHub Inc.
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Version: 3.0.13
License: CC0-1.0
Private: false
Description: A list of SPDX license identifiers
Repository: undefined
Author: Shinnosuke Watanabe (<https://github.com/shinnn>)

Name: spdx-exceptions
Version: 2.3.0

License: CC-BY-3.0
Private: false
Description: list of SPDX standard
license exceptions
Repository: undefined
Author: The Linux Foundation
Contributors:
Kyle E. Mitchell <kyle@kemitchell.com> (<https://kemitchell.com/>)

Name: spdx-expression-parse
Version: 3.0.1
License: MIT
Private: false
Description: parse SPDX license expressions
Repository: undefined
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Name: spdx-correct
Version: 3.2.0
License: Apache-2.0
Private: false
Description: correct invalid SPDX expressions
Repository: undefined
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Name: validate-npm-package-license
Version: 3.0.4
License: Apache-2.0
Private: false
Description: Give me a string and I'll tell you if it's a valid npm package license string
Repository: undefined
Author: Kyle E. Mitchell <kyle@kemitchell.com> (<https://kemitchell.com>)
Contributors:
Mark Stacey <markjstacey@gmail.com>
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Name: lru-cache
Version: 7.18.3
License: ISC
Private: false
Description: A cache object that deletes the least-recently-used items.
Repository: undefined
Author: Isaac Z. Schlueter <i@izs.me>
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Name: hosted-git-info

Version: 6.1.1

License: ISC

Private: false

Description: Provides metadata and conversions from repository urls for GitHub, Bitbucket and GitLab

Repository: <https://github.com/npm/hosted-git-info.git>

Homepage: <https://github.com/npm/hosted-git-info>

Author:

GitHub Inc.

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Name: function-bind

Version: 1.1.1

License: MIT

Private: false

Description: Implementation of Function.prototype.bind

Repository: undefined

Homepage: <https://github.com/Raynos/function-bind>

Author: Raynos

<raynos2@gmail.com>

Contributors:

Raynos

Jordan Harband (<https://github.com/ljharb>)

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Name: has

Version: 1.0.3

License: MIT

Private: false

Description: Object.prototype.hasOwnProperty.call shortcut

Repository: [git://github.com/tarruda/has.git](https://github.com/tarruda/has)

Homepage: <https://github.com/tarruda/has>

Author: Thiago de Arruda <tpadilha84@gmail.com>

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Name: is-core-module
Version: 2.13.0
License: MIT
Private: false
Description: Is this specifier a node.js core module?
Repository: git+https://github.com/inspect-js/is-core-module.git
Homepage: https://github.com/inspect-js/is-core-module
Author: Jordan Harband <ljharb@gmail.com>
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Name: normalize-package-data

Version:

5.0.0

License: BSD-2-Clause

Private: false

Description: Normalizes data that can be found in package.json files.

Repository: <https://github.com/npm/normalize-package-data.git>

Author: GitHub Inc.

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Name: locate-path

Version: 7.2.0

License: MIT
Private: false
Description: Get the first path that exists on disk of multiple paths
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (<https://sindresorhus.com>)
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Name:
find-up
Version: 6.3.0
License: MIT
Private: false
Description: Find a file or directory by walking up parent directories
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (<https://sindresorhus.com>)
License Copyright:
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Name: is-arrayish
Version: 0.2.1
License: MIT
Private: false
Description: Determines if an object can be used as an array
Repository: <https://github.com/qix-/node-is-arrayish.git>
Author: Qix (<http://github.com/qix->)
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Name: error-ex
Version: 1.3.2
License: MIT
Private: false
Description: Easy error subclassing and stack customization
Repository: undefined
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Name: json-parse-even-better-errors
Version:
3.0.0
License: MIT
Private: false
Description: JSON.parse with context information on error
Repository: <https://github.com/npm/json-parse-even-better-errors>.git
Author: GitHub Inc.
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Name: @babel/code-frame
Version: 7.22.10
License: MIT
Private: false
Description: Generate errors that contain a code frame that point to source locations.
Repository: <https://github.com/babel/babel.git>
Homepage: <https://babel.dev/docs/en/next/babel-code-frame>
Author: The Babel Team (<https://babel.dev/team>)
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Name: @babel/highlight

Version: 7.22.10

License: MIT

Private: false

Description: Syntax highlight JavaScript strings for output in terminals.

Repository:

<https://github.com/babel/babel.git>

Homepage: <https://babel.dev/docs/en/next/babel-highlight>

Author: The Babel Team (<https://babel.dev/team>)

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Name: js-tokens
Version: 4.0.0
License: MIT
Private: false
Description: A regex that tokenizes JavaScript.
Repository: undefined
Author: Simon Lydell
License Copyright:
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Name: @babel/helper-validator-identifier
Version: 7.22.5
License: MIT
Private: false
Description: Validate identifier/keywords name
Repository: <https://github.com/babel/babel.git>
Author: The Babel Team (<https://babel.dev/team>)
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Version: 2.4.2
License: MIT
Private: false
Description:
Terminal string styling done right
Repository: undefined
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Name: escape-string-regexp

Version: 1.0.5

License: MIT

Private: false

Description: Escape RegExp special characters

Repository: undefined

Author: Sindre Sorhus <sindresorhus@gmail.com> (sindresorhus.com)

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Name: ansi-styles
Version: 3.2.1
License: MIT
Private: false
Description: ANSI escape codes for styling strings in the terminal
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (sindresorhus.com)
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Name: color-convert
Version: 1.9.3
License: MIT
Private: false
Description: Plain

color conversion functions

Repository: undefined

Author: Heather Arthur <fayearthur@gmail.com>

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Name: color-name

Version: 1.1.3

License: MIT

Private: false

Description: A list of color names and its values

Repository: git@github.com:dfcreative/color-name.git

Homepage: <https://github.com/dfcreative/color-name>

Author: DY <dfcreative@gmail.com>

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Name: has-flag
Version: 3.0.0
License: MIT
Private: false
Description: Check if argv has a specific flag
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (sindresorhus.com)
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Name: supports-color
Version: 5.5.0
License: MIT
Private: false
Description: Detect whether a
terminal supports color
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (sindresorhus.com)
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Name: lines-and-columns
Version: 2.0.3
License: MIT
Private: false
Description: Maps lines and columns to character offsets and back.
Repository: <https://github.com/eventualbuddha/lines-and-columns.git>
Homepage: <https://github.com/eventualbuddha/lines-and-columns#readme>
Author: Brian Donovan <brian@donovans.cc>
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Name: parse-json
Version: 7.0.0
License: MIT
Private: false
Description: Parse JSON with more helpful errors
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (<https://sindresorhus.com>)
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Name: read-pkg
Version: 8.1.0
License: MIT
Private: false
Description: Read a package.json file
Repository: undefined
Author: Sindre Sorhus <sindresorhus@gmail.com> (<https://sindresorhus.com>)
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Name: read-pkg-up
Version: 10.1.0
License: MIT
Private: false
Description: Read the closest package.json file
Repository: undefined

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Name: decamelize

Version: 6.0.0

License: MIT

Private: false

Description: Convert a camelized string into a lowercased one with a custom separator: unicornRainbow
unicorn_rainbow

Repository: undefined

Author: Sindre Sorhus <sindresorhus@gmail.com> (<https://sindresorhus.com>)

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Name: minimalist-options

Version: 4.1.0

License: MIT

Private: false

Description: Pretty options for minimalist

Repository: undefined

Author: Vadim Demedes <vdemedes@gmail.com>

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Name: is-plain-obj
Version: 1.1.0
License: MIT
Private: false
Description: Check if a value is a plain object
Repository: undefined
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Name: arrify
Version: 1.0.1
License: MIT
Private: false
Description: Convert a value to an array
Repository: undefined
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Name: kind-of

Version: 6.0.3

License: MIT

Private: false

Description: Get the native type of a value.

Repository: undefined

Homepage: <https://github.com/jonschlinkert/kind-of>

Author: Jon Schlinkert (<https://github.com/jonschlinkert>)

Contributors:

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James (<https://twitter.com/aretecode>)

Jon Schlinkert (<http://twitter.com/jonschlinkert>)

Ken Sheedlo (kensheedlo.com)

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tunnckoCore (<https://i.am.charlike.online>)

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Name: decamelize-keys

Version: 2.0.1

License: MIT

Private: false

Description: Convert object keys from camel case

Repository: undefined

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1.790 conventional-commits-parser 5.0.0

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1.791 punycode 2.3.1

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1.792 redux-immutable 4.0.0

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1.793 gunzip-maybe 1.4.2

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1.794 xss-filters 1.2.7

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Acknowledgements

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(To be updated in a monthly basis)

July 2015

- [filedescriptor](<https://hackerone.com/filedescriptor>)

- [jayaradha](<https://hackerone.com/jayaradha>)

March 2015

1.795 webidl-conversions 7.0.0

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1.796 enquirer 2.3.6

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1.797 ignore 5.3.0

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1.798 mocha-junit-reporter 2.0.2

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1.799 crypto-js 4.2.0

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1.800 maplibre-gl 3.6.2

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1.801 big-integer 1.6.52

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1.802 devtools-protocol 0.0.1203626

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1.803 json-schema-ref-resolver 1.0.1

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1.804 jest-environment-jsdom 29.7.0

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1.805 clean-css 5.3.3

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1.806 nanoid 3.3.7

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1.807 klaw 3.0.0

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1.825 Iru-cache 10.2.0

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1.826 has-tostringtag 1.0.2

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1.828 dom-accessibility-api 0.6.3

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1.829 available-typed-arrays 1.0.7

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1.830 possible-typed-array-names 1.0.0

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1.833 babel-plugin-styled-components 2.1.4

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1.834 socks 2.8.1

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1.835 tiny-invariant 1.3.3

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1.836 tmp 0.2.3

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1.837 utility-types 3.11.0

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1.838 react-icons 4.12.0

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1.841 babel-plugin-polyfill-corejs2 0.4.10

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1.847 binary-extensions 2.2.0

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1.857 splunk-sdk 1.7.4

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* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/results.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/input_definition.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/__init__.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/reporting_command.py
*
/splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/search_command.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/external_search_command.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/setup.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/generating_command.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/script.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/argument.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/validation_definition.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/__init__.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/event_writer.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/eventing_command.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/decorators.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/client.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/event.py
*
/splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/utils.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/searchcommands/internals.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/data.py
* /splunk-sdk-1-7-4-tar-gz/splunk-sdk-1.7.4/splunklib/modularinput/scheme.py
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Metadata-Version: 1.1

Name: splunk-sdk
Version: 1.7.4
Summary: The Splunk Software Development Kit for Python.
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1.858 postcss 8.4.38

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1.864 fs.walk 1.2.8

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1.866 opentelemetry-instrumentation-requests 0.45b0

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1.930 cross-spawn 7.0.3

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1.957 minipass-pipeline 1.2.4

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Any

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1.1060 form-data 4.0.1

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1.1070 boto3 1.35.52

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1.1087 ci-info 4.1.0

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1.1089 splunk-sdk 2.1.0

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1.1092 gopd 1.2.0

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1.1095 lru-cache 11.0.2

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1.1096 es-define-property 1.0.1

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1.1098 qs 6.13.1

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1.1102 agent-base 7.1.3

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1.1105 whatwg-url 14.1.0

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1.1106 call-bound 1.0.3

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1.1109 react-dom 19.0.0

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1.1127 core-js-compat 3.40.0

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1.1129 qs 6.14.0

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1.1131 jiti 2.4.2

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1.1132 semver 7.7.1

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1.1133 cryptography 44.0.1

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1.1134 webpack 5.98.0

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1.1136 uuid 11.1.0

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1.1138 aria-query 5.0.1

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chroma.js - JavaScript library for color conversions

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TypeBox: JSON Schema Type Builder with Static Type Resolution for TypeScript

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1.1235 wrappy 1.0.2

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wcwidth.js: JavaScript Porting of Markus Kuhn's wcwidth() Implementation

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1.1262 side-channel-weakmap 1.0.2

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1.1269 string-width 5.1.2

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1.1278 typing-extensions 4.12.2

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A. HISTORY OF THE SOFTWARE

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Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see <https://www.cwi.nl>) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <https://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations, which became Zope Corporation. In 2001, the Python Software Foundation (PSF, see <https://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation was a sponsoring member of the PSF.

All

Python releases are Open Source (see <https://opensource.org> for the Open Source Definition). Historically, most, but not all, Python releases have also been GPL-compatible; the table below summarizes the various releases.

Release	Derived from	Year	Owner	GPL-compatible? (1)
0.9.0 thru 1.2		1991-1995	CWI	yes
1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
1.6	1.5.2	2000	CNRI	no
2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
2.2 and above	2.1.1	2001-now		
PSF	yes			

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1.1313 npm-run-path 4.0.1

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1.1317 readdirp 3.6.0

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1.1318 strip-final-newline 2.0.0

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1.1320 stack-utils 2.0.6

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1.1321 prompts 2.4.2

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1.1323 tweetnacl 0.14.5

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1.1327 yargs 17.7.2

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1.1329 ssh2 1.16.0

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1.1331 source-map-support 0.5.13

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <https://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations, which became Zope Corporation. In 2001, the Python Software Foundation (PSF, see <https://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property.

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1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
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2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
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1.1339 linebreak 1.1.0

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1.1349 plugin-transform-object-rest-spread

7.28.0

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1.1350 plugin-syntax-numeric-separator

7.10.4

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1.1351 plugin-syntax-nullish-coalescing-operator 7.8.3

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1.1352 trusted-types 2.0.7

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1.1353 user-event 14.6.1

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1.1354 plugin-transform-class-properties

7.27.1

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1.1355 jest-dom 6.6.3

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1.1356 istanbul-lib-report 3.0.3

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1.1357 load-nyc-config 1.1.0

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1.1358 plugin-syntax-top-level-await 7.14.5

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1.1359 preset-react 7.27.1

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1.1360 eslint 9.6.1

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1.1361 ieee754 1.2.0

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1.1362 json-schema 7.0.15

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1.1363 long 4.2.2

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1.1364 plugin-syntax-json-strings 7.8.3

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1.1365 plugin-transform-runtime 7.28.3

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1.1366 plugin-syntax-optional-chaining 7.8.3

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1.1367 plugin-syntax-object-rest-spread 7.8.3

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1.1368 eslint-scope 3.7.7

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1.1369 v8-coverage 0.2.3

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1.1370 plugin-proposal-private-property-in-object 7.21.0-placeholder-for-preset-env.2

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1.1371 yargs-parser 21.0.3

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1.1372 plugin-syntax-unicode-sets-regex

7.18.6

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1.1373 plugin-proposal-class-properties

7.18.6

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1.1374 parse-json 4.0.2

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1.1375 istanbul-reports 3.0.4

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1.1377 plugin-syntax-logical-assignment-operators 7.10.4

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1.1378 schema 0.1.3

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1.1379 plugin-syntax-class-properties 7.12.13

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1.1380 runtime 7.28.4

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1.1381 resize-observer-polyfill 1.5.1

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1.1382 debug 4.4.3

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1.1383 splunk-sdk 2.1.1

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1.1384 sortable 10.0.0

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1.1385 utilities 3.2.2

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1.1386 react-full-screen 1.1.1

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1.1387 postinstall 0.7.5

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1.1388 expose-loader 5.0.1

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1.1389 zx 8.8.5

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1.1406 babel-preset 4.0.0

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1.1408 plugin-transform-private-methods

7.25.9

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1.1409 hoist-non-react-statics 3.3.6

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1.1410 floating-point-hex-parser 1.11.6

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1.1412 error 4.0.0

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1.1413 plugin-transform-private-property-in-object 7.25.9

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1.1414 node 14.18.63

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1.1415 sinonjs__fake-timers 8.1.1

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1.1416 mdx 2.0.10

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1.1419 helper-replace-supers 7.25.9

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1.1420 yargs 17.0.32

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1.1423 expect-playwright 0.8.0

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1.1424 datasource-utils 28.2.0

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1.1425 native 9.2.6

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1.1426 splunk-utils 2.0.0

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1.1439 ipv6-normalize 1.0.1

1.1439.1 Available under license :

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1.1440 css-parser-algorithms 3.0.4

1.1440.1 Available under license :

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1.1441 css-color-parser 3.0.7

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1.1442 plugin-transform-json-strings 7.25.9

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1.1443 helper-compilation-targets 7.26.5

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1.1444 linux-riscv64 0.25.1

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1.1445 load 19.6.1

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1.1446 schemas 29.6.3

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1.1447 format 19.5.0

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1.1448 mapbox__vector-tile 1.3.4

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1.1449 is-gzip 1.0.0

1.1449.1 Available under license :

No license file was found, but licenses were detected in source scan.

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Found in path(s):

* /is-gzip-1-0-0-3-tgz/package/README.md

1.1450 visualization-schemas 27.2.1

1.1450.1 Available under license :

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SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

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A. ****General Rights.**** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. ****Copies for On-Premise Products.**** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. ****Splunk Extensions.**** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. ****Trials, Evaluations, Beta and Free Licenses.****

<ol type="i">

Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing

new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. Authorized Resellers and Digital Marketplaces. If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. Splunk Affiliate Distributors. Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a “Splunk Affiliate Distributor”). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents (“Third-Party Providers”) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. Service Levels. When you purchase Hosted Services as a Purchased Offering, we will make the applicable

Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. ****Connections.**** 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.

C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. ****Specific Offering Terms.**** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

****5. Support and Maintenance****

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

****6. Configuration and Implementation Services****

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

****7. Data Protection for Personal Data****

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunks Data Processing Addendum ("**DPA**"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. ****Security for Hosted Services: Standard Environment.**** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunks technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. ****Security for Hosted Services: Premium HIPAA Environment.**** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. ****Additional Security for Other Hosted Services.**** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. ****Security for On Premises Offerings.**** Splunk will implement industry leading security safeguards for the protection of Splunks IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("**Corporate Security Controls**"). Splunks Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunks Corporate Security Controls are further described in Splunks Information Security Addendum ("**ISA**"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. ****Product Development Security.**** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("**SDLC**"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunks Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunks program for managing and communicating product vulnerabilities. Splunk

categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

****10. Our Ethics, Compliance and Corporate Responsibility****

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "Customer Extensions").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

****15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions****

A. ****Third-Party Extensions on Splunkbase.**** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. ****Third Party Content.**** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. ****Splunk As a Reseller.**** When you purchase third party products ("**Third Party Products**") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-

infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. ****Unsupported Splunk Extensions.**** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "****Not Supported.****" You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "****Not Supported****" Splunk Extensions, and that your sole remedy will be to remove the "****Not Supported****" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

****16.**

Your Compliance******

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations

(i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunks invoice or as otherwise stated in the Order.

B. **Credit Cards.** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. **Taxes.** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

**** 19. Splunk's Warranties

A. **Relationship to Applicable Law.** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

General Corporate Warranty. Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. **Hosted Services Warranty.** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. **On-Premises Product Warranty.** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. **Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

**** 20. Ownership

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, ****Feedback****) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the ****Miscellaneous**** section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement,

Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

22. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the "Payment" section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk's right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

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 limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.

The foregoing disclaimers of damages will also 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.

23. Indemnity

A. **Our Indemnification to You.** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for

your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relate. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. **U.S. Government Use Terms.** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any

applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"****CCPA****" means the California Consumer Privacy Act of 2018.

"****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.

“Content Subscription”

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

“Delivery” means the date of Splunk’s initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

“Digital Marketplace” means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

“Documentation” means the online user guides, documentation and help and training materials published

on Splunk’s website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

“Enhancements” means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

“Fees” means the fees that are applicable to an Offering, as identified in the Order.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

“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.

“Internal Business Purpose” means your use of an Offering for your own internal business

operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference

guides and other related materials identified and provided

by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here:

https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services

available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**",) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "**Customer Generated Error**"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. **Support for Splunk Extensions**

Only Splunk Extensions that are labeled as "**Splunk Supported**" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "**Not Supported**", Splunk will have no support obligations.

7. **Authorized Support Contacts**

You are entitled to have a certain number of Support Contacts under each Support Program. "**Support**

Contacts" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

**Configuration and Implementation Services Exhibit to Splunk General Terms**

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunks provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. **Our Security Practices.** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here www.splunk.com/prof-serv-isa. Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. **Background Checks.** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. **Permissions for Access.** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("**Access Documents**"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. **Your Materials**

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. **C&I Services Materials and Customizations Unique to You**

A. **C&I Services Materials.** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. **Customer Owned Work Product.** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "**Customer Owned Work Product**" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. Expenses

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. Prepaid C&I Services

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining prepaid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

Configuration and Implementation Services Definitions Exhibit

"C&I

Services" means the services outlined in the Statement of Work.

"C&I Services Materials" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Personnel" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

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1.1451.1 Available under license :

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1.1452 xmldom 0.8.10

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1.1454 core 8.6.4

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Version 2, June 1991

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Preamble

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When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we

want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

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0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

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Version 1.1

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no-license-info-but-remote:

version: 1.0

remote: https://url-to-remote

js:

no-license-info-but-remote.js: {}

css:

base:

no-license-info-but-remote.css: {}

No license information: should default to GPL 2.0 or later..

no-license-info:

version: 1.0

js:

no-license-info.js: {}

css:

base:

no-license-info.css: {}

A library with all assets licensed under the GPL-compatible GPL 2 license.

gpl2:

version: 1.0

license:

name: gpl2

url: https://url-to-gpl2-license

gpl-compatible: true

js:

gpl2.js: {}

css:

base:

gpl2.css: {}

A library with all assets licensed under the GPL-compatible MIT license.

mit:

version: 1.0

license:

name: MIT

url: https://url-to-mit-license

gpl-compatible: true

js:

mit.js: {}

css:

base:
mit.css: {}

A library with all assets licensed under the GPL-compatible Public Domain.

public-domain:
version: 1.0
license:
 name: Public Domain
 url: https://url-to-public-domain-license
 gpl-compatible: true
js:
 public-domain.js: {}
css:
 base:
 public-domain.css: {}

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apache:
version: 1.0
license:
 name: apache
 url: https://url-to-apache-license
 gpl-compatible: false
js:
 apache.js: {}
css:
 base:
 apache.css: {}

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```

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```
*/utils-2-0-5-sources-1-jar/org/openhhr/utils/message/MessageDescriptor.java
*/utils-2-0-5-sources-1-jar/org/openhhr/utils/message/MessageLogger.java
*/utils-2-0-5-sources-1-jar/org/openhhr/utils/message/MessageSeverity.java
*
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```

* /utils-2-0-5-sources-1-jar/org/openehr/utils/file/FileAndDirUtils.java
* /utils-2-0-5-sources-1-jar/org/openehr/utils/operation/OperationOutcomeStatus.java
* /utils-2-0-5-sources-1-jar/org/openehr/utils/operation/OperationOutcome.java

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1.1478 plugin-transform-runtime 7.24.7

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Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal

testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. **Authorized Resellers and Digital Marketplaces.** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. **Splunk Affiliate Distributors.** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk

Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents (“Third-Party Providers”) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. **Service Levels.** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. **Connections.** 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.

C. **Your Responsibility for Data Protection.** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. **Refund Upon Termination for Splunk's Breach.** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. **Return of Customer Content.** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content,

depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. **Specific Offering Terms.** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("**Specific Offering Terms**") are set forth here: [www.splunk.com/SpecificTerms](www.splunk.com/SpecificTerms), and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("**DPA**"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. ****Additional Security for Other Hosted Services.**** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. ****Security for On Premises Offerings.**** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("Corporate Security Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. ****Product Development Security.**** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

****10. Our Ethics, Compliance and Corporate Responsibility****

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

****11. Usage Data****

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

****12. Capacity and Usage Verification****

A. ****Certification and Verification.**** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. ****Overages.**** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options

to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with

Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("**Third Party Products**",) from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. **Unsupported Splunk Extensions.** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "**Not Supported**" You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "Not Supported" Splunk Extensions, and that your sole remedy will be to remove the "Not Supported" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

16.

Your Compliance

A. **Lawful Use of Offerings.** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. **Registration.** You agree to provide accurate and complete information when you register for and use any

Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services,

and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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.

18. Payment

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

19. Splunk Warranties

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased

Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.**** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "Feedback") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically

renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that

Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.****

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 or its Affiliates remedy otherwise fails of its essential purpose.****

****The limitation of liability herein will not apply to a party’s infringement of the other party’s intellectual property**

rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.**

The foregoing disclaimers of damages will also 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.

23. Indemnity

A. **Our Indemnification to You.** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third partys patent, copyright, trademark or trade secret (a "**Customer Claim**"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. **Your Indemnification to Us.** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. **Mutual Indemnity.** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. **Process for Indemnification.** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

24. Updates to Offerings

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

25. Governing Law

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which

shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. ****Assignment.**** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relate. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. ****U.S. Government Use Terms.**** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data/Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**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.

"**Content Subscription**"

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

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

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a

Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms

of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"Support Services" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("Support Policy") describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "Customer Generated Error"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the

Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. ****Support for Splunk Extensions****

Only Splunk Extensions that are labeled as "****Splunk Supported****" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "****Not Supported****", Splunk will have no support obligations.

7. ****Authorized Support Contacts****

You are entitled to have a certain number of Support Contacts under each Support Program. "****Support Contacts****" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and

subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

Configuration and Implementation Services Exhibit to Splunk General Terms

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and

(c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such

subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

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A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I

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7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the “****Cooperation****”) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

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"**Customer Materials**" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

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1.1480 plugin-bugfix-safari-id-destructuring-collision-in-function-expression 7.25.9

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1.1481 three 9.2.6

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1.1485 plugin-syntax-import-assertions 7.26.0

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1.1486 decimal.js-light 2.5.1

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1.1487 fast-content-type-parse 2.0.0

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1.1488 android-arm 0.25.1

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1.1489 trace-mapping 0.3.25

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1.1490 helper-validator-option 7.25.9

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1.1491 helper-create-class-features-plugin

7.25.9

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1.1492 time-range-utils 3.0.0

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1.1493 is-ignored 19.7.1

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1.1494 plugin-transform-duplicate-keys 7.25.9

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1.1495 react-ui 4.43.0

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This Agreement will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States, without reference to the conflicts-of-laws rules thereof). The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between Splunk and you with respect to the App and may not be modified except by a written instrument executed by you and an authorized representative of Splunk.

1.1507 plugin-transform-typeof-symbol 7.26.7

1.1507.1 Available under license :

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1.1508 plugin-transform-object-super 7.25.9

1.1508.1 Available under license :

MIT

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1.1509 helper-remap-async-to-generator

7.25.9

1.1509.1 Available under license :

MIT
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1.1510 plugin-syntax-jsx 7.25.9

1.1510.1 Available under license :

MIT

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1.1511 visualization-context 27.2.1

1.1511.1 Available under license :

SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

1. License Rights

A. ****General Rights.**** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. ****Copies for On-Premise Products.**** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. ****Splunk Extensions.**** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. ****Trials, Evaluations, Beta and Free Licenses.****

<ol type="i">

Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. ****Authorized Resellers and Digital Marketplaces.**** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. ****Splunk Affiliate Distributors.**** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a **"Splunk Affiliate Distributor"**). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents (**"Third-Party Providers"**) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. ****Service Levels.**** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. **Connections.** 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.

C. **Your Responsibility for Data Protection.** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. **Refund Upon Termination for Splunk's Breach.** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. **Return of Customer Content.** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. **Specific Offering Terms.** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("DPA"),

located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. **Security for On Premises Offerings.** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("**Corporate Security Controls**"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("**ISA**"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. **Product Development Security.** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("**SDLC**"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. **Maintaining Protections.** Notwithstanding anything to contrary in these General Terms, or any policy or

terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

9. Use Restrictions

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

10. Our Ethics, Compliance and Corporate Responsibility

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQIAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrnWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand,

and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "Customer Extensions").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain

title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("Third-Party Extension") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("Third Party Products") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("Third Party Vendor"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. ****Unsupported Splunk Extensions.**** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as ****Not Supported.**** You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any ****Not Supported**** Splunk Extensions, and that your sole remedy will be to remove the ****Not Supported**** Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

****16.**

Your Compliance******

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country (****Export Laws****) where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services (****AWS****) GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a ****US Person**** as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted

Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunks invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and

notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunks Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. **Customer Content.** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. **Feedback.** You

have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, **Feedback**) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

21. Term and Termination

A. **Term and Renewal.** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating

all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. **Termination.** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that

Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. **Survival.** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the **Miscellaneous** section in these General Terms.

D. **Suspension of Service.** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

22. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the "Payment" section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk's right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

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 limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.

The foregoing disclaimers of damages will also 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.

23. Indemnity

A. **Our Indemnification to You.** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. **Your Indemnification to Us.** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a

third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such party's expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

****26. Use of Customer Name****

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. **U.S. Government Use Terms.** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data/Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. **Waiver; Severability.** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement

of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"****CCPA****" means the California Consumer Privacy Act of 2018.

"****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.

"Content Subscription";

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"Delivery" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"Digital Marketplace" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

"Documentation" means the online user guides, documentation and help and training materials published

on Splunk's website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

"Enhancements" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"Fees" means the fees that are applicable to an Offering, as identified in the Order.

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"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.

"Internal Business Purpose" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

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

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on

Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here:
https://www.splunk.com/en_us/customer-success/support-programs.html

"Term" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"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.

"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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"Support Services" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("Support Policy") describes the duration of our Support Services for certain Splunk On-Premises

Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our “Supported Versions” herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a “Customer Generated Error”): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. **Support for Splunk Extensions**

Only Splunk Extensions that are labeled as “Splunk Supported” on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as “Not Supported”, Splunk will have no support obligations.

7. **Authorized Support Contacts**

You are entitled to have a certain number of Support Contacts under each Support Program. “Support Contacts” means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

**Configuration and Implementation Services Exhibit to Splunk General Terms**

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled,

experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. **Background Checks.** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. **Permissions for Access.** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("**Access Documents**"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. **Your Materials**

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. **C&I Services Materials and Customizations Unique to You**

A. **C&I Services Materials.** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. **Customer Owned Work Product.** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "**Customer Owned Work Product**" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. **Our Ownership.** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. **License Rights.** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a ****Change Order Request****). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I

Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

"C&I**

Services"** means the services outlined in the Statement of Work.

"C&I Services Materials**"** means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials**"** means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees**"** means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"Intellectual Property Rights**"** means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Personnel**"** means any employee, consultant, contractor, or subcontractor of Splunk.

"Splunk Preexisting IP**"** means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"Statement of Work**"** means the statements of work and/or any and all applicable Orders, that

describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

UNRECOGNIZED LICENSE; MD5 sum: cef43132e804a61545498240b6ff574f

1.1512 pdfkit 0.13.9

1.1512.1 Available under license :

MIT

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1.1513 linux-loong64 0.25.1

1.1513.1 Available under license :

MIT

1.1514 requests 2.32.3

1.1514.1 Available under license :

name: Tests

on: [push, pull_request]

permissions:

contents: read

```

jobs:
  build:
    runs-on: ${{ matrix.os }}
    timeout-minutes: 10
    strategy:
      fail-fast: false
    matrix:
      python-version: ["3.8", "3.9", "3.10", "3.11", "3.12", "pypy-3.9", "pypy-3.10"]
      os: [ubuntu-22.04, macOS-latest, windows-latest]
      # Python 3.8 and 3.9 do not run on macOS-latest which
      # is now using arm64 hardware.
      # https://github.com/actions/setup-python/issues/696#issuecomment-1637587760
      exclude:
        - { python-version: "3.8", os: "macos-latest" }
        - { python-version: "3.9", os: "macos-latest" }
      include:
        - { python-version: "3.8", os: "macos-13" }
        - { python-version: "3.9", os: "macos-13" }

    steps:
      - uses: actions/checkout@8ade135a41bc03ea155e62e844d188df1ea18608 # v4.1.0
      - name: Set up Python ${{ matrix.python-version }}
        uses: actions/setup-python@82c7e631bb3cdc910f68e0081d67478d79c6982d # v5.1.0
        with:
          python-version: ${{ matrix.python-version }}
          cache: 'pip'
      - name: Install dependencies
        run: |
          make
      - name: Run tests
        run: |
          make ci

```

```

no_chardet:
  name: "No Character Detection"
  runs-on: ubuntu-latest
  strategy:
    fail-fast: true

```

```

steps:
  - uses: actions/checkout@8ade135a41bc03ea155e62e844d188df1ea18608
  - name: 'Set up Python 3.8'
    uses: actions/setup-python@82c7e631bb3cdc910f68e0081d67478d79c6982d
    with:
      python-version: '3.8'
  - name: Install dependencies
    run: |

```

```

    make
    python -m pip uninstall -y "charset_normalizer" "chardet"
- name: Run tests
  run: |
    make ci
[tool.isort]
profile = "black"
src_paths = ["src/requests", "test"]
honor_noqa = true

[tool.pytest.ini_options]
addopts = "--doctest-modules"
doctest_optionflags = "NORMALIZE_WHITESPACE ELLIPSIS"
minversion = "6.2"
testpaths = ["tests"]
---
name: Feature request
about: Suggest an idea for this project
labels:
- "Feature Request"
- "actions/autoclose-feat"

---

Requests is not accepting feature requests at this time.
Release History
=====

dev
---

- \[Short description of non-trivial change.\]

2.32.3 (2024-05-29)
-----

**Bugfixes**
- Fixed bug breaking the ability to specify custom SSLContexts in sub-classes of
  HTTPAdapter. (#6716)
- Fixed issue where Requests started failing to run on Python versions compiled
  without the `ssl` module. (#6724)

2.32.2 (2024-05-21)
-----

**Deprecations**
- To provide a more stable migration for custom HTTPAdapters impacted
  by the CVE changes in 2.32.0, we've renamed `_get_connection` to

```

a new public API, ``get_connection_with_tls_context``. Existing custom HTTPAdapters will need to migrate their code to use this new API. ``get_connection`` is considered deprecated in all versions of Requests>=2.32.0.

A minimal (2-line) example has been provided in the linked PR to ease migration, but we strongly urge users to evaluate if their custom adapter is subject to the same issue described in CVE-2024-35195. (#6710)

2.32.1
(2024-05-20)

****Bugfixes****

- Add missing test certs to the sdist distributed on PyPI.

2.32.0 (2024-05-20)

****Security****

- Fixed an issue where setting ``verify=False`` on the first request from a Session will cause subsequent requests to the `_same origin_` to also ignore cert verification, regardless of the value of ``verify``. (<https://github.com/psf/requests/security/advisories/GHSA-9wx4-h78v-vm56>)

****Improvements****

- ``verify=True`` now reuses a global SSLContext which should improve request time variance between first and subsequent requests. It should also minimize certificate load time on Windows systems when using a Python version built with OpenSSL 3.x. (#6667)
- Requests now supports optional use of character detection (``chardet`` or ``charset_normalizer``) when repackaged or vendored. This enables ``pip`` and other projects to minimize their vendoring surface area. The ``Response.text()`` and ``apparent_encoding`` APIs will default to ``utf-8`` if neither library is present. (#6702)

****Bugfixes****

- Fixed bug in length detection where emoji length was incorrectly calculated in the request content-length. (#6589)
- Fixed deserialization bug in JSONDecodeError. (#6629)
- Fixed bug where an extra leading ``\`` (path separator) could lead urllib3 to unnecessarily reparse the request URI. (#6644)

****Deprecations****

- Requests has officially added support for CPython 3.12 (#6503)
- Requests has officially added support for PyPy 3.9 and 3.10 (#6641)

- Requests has officially dropped support for CPython 3.7 (#6642)
- Requests has officially dropped support for PyPy 3.7 and 3.8 (#6641)

****Documentation****

- Various typo fixes and doc improvements.

****Packaging****

- Requests has started adopting some modern packaging practices.
The source files for the projects (formerly `requests`) is now located in `src/requests` in the Requests sdist. (#6506)
- Starting in Requests 2.33.0, Requests will migrate to a PEP 517 build system using `hatchling`. This should not impact the average user, but extremely old versions of packaging utilities may have issues with the new packaging format.

2.31.0 (2023-05-22)

****Security****

- Versions of Requests between v2.3.0 and v2.30.0 are vulnerable to potential forwarding of `Proxy-Authorization` headers to destination servers when following HTTPS redirects.

When proxies are defined with user info (`https://user:pass@proxy:8080`), Requests will construct a `Proxy-Authorization` header that is attached to the request to authenticate with the proxy.

In cases where Requests receives a redirect response, it previously reattached the `Proxy-Authorization` header incorrectly, resulting in the value being sent through the tunneled connection to the destination server. Users who rely on defining their proxy credentials in the URL are *strongly* encouraged to upgrade to Requests 2.31.0+ to prevent unintentional leakage and rotate their proxy credentials once the change has been fully deployed.

Users who do not use a proxy or do not supply their proxy credentials through the user information portion of their proxy URL are not subject to this vulnerability.

Full details can be read in our [Github Security Advisory](<https://github.com/psf/requests/security/advisories/GHSA-j8r2-6x86-q33q>) and [CVE-2023-32681](<https://nvd.nist.gov/vuln/detail/CVE-2023-32681>).

2.30.0 (2023-05-03)

****Dependencies****

- Added support for urllib3 2.0.

This may contain minor breaking changes so we advise careful testing and reviewing <https://urllib3.readthedocs.io/en/latest/v2-migration-guide.html> prior to upgrading.

Users who wish to stay on urllib3 1.x can pin to `urllib3<2`.

2.29.0 (2023-04-26)

****Improvements****

- Requests now defers chunked requests to the urllib3 implementation to improve standardization. (#6226)
- Requests relaxes header component requirements to support bytes/str subclasses. (#6356)

2.28.2 (2023-01-12)

****Dependencies****

- Requests now supports charset_normalizer 3.x. (#6261)

****Bugfixes****

- Updated MissingSchema exception to suggest https scheme rather than http. (#6188)

2.28.1 (2022-06-29)

****Improvements****

- Speed optimization in `iter\_content` with transition to `yield from`. (#6170)

****Dependencies****

- Added support for chardet 5.0.0 (#6179)
- Added support for charset-normalizer 2.1.0 (#6169)

2.28.0 (2022-06-09)

****Deprecations****

- Requests has officially dropped support for Python 2.7. (#6091)

- Requests has officially dropped support for Python 3.6 (including pypy3.6). (#6091)

****Improvements****

- Wrap JSON parsing issues in Request's JSONDecodeError for payloads without an encoding to make `json()` API consistent. (#6097)
- Parse header components consistently, raising an InvalidHeader error in all invalid cases. (#6154)
- Added provisional 3.11 support with current beta build. (#6155)
- Requests got a makeover and we decided to paint it black. (#6095)

****Bugfixes****

- Fixed bug where setting `CURL\_CA\_BUNDLE` to an empty string would disable cert verification. All Requests 2.x versions before 2.28.0 are affected. (#6074)
- Fixed urllib3 exception leak, wrapping `urllib3.exceptions.SSLError` with `requests.exceptions.SSLError` for `content` and `iter\_content`. (#6057)
- Fixed issue where invalid Windows registry entries caused proxy resolution to raise an exception rather than ignoring the entry. (#6149)
- Fixed issue where entire payload could be included in the error message for JSONDecodeError. (#6036)

2.27.1 (2022-01-05)

****Bugfixes****

- Fixed parsing issue that resulted in the `auth` component being dropped from proxy URLs. (#6028)

2.27.0 (2022-01-03)

****Improvements****

- Officially added support for Python 3.10. (#5928)
- Added a `requests.exceptions.JSONDecodeError` to unify JSON exceptions between Python 2 and 3. This gets raised in the `response.json()` method, and is backwards compatible as it inherits from previously thrown exceptions. Can be caught from `requests.exceptions.RequestException` as well. (#5856)
- Improved error text for misnamed `InvalidSchema` and `MissingSchema` exceptions. This is a temporary fix until exceptions can be renamed (Schema->Scheme). (#6017)

- Improved proxy parsing for proxy URLs missing a scheme. This will address recent changes to `urlparse` in Python 3.9+. (#5917)

****Bugfixes****

- Fixed defect in `extract_zipped_paths` which could result in an infinite loop for some paths. (#5851)
- Fixed handling for `AttributeError` when calculating length of files obtained by `Tarfile.extractfile()`. (#5239)
- Fixed urllib3 exception leak, wrapping `urllib3.exceptions.InvalidHeader` with `requests.exceptions.InvalidHeader`. (#5914)
- Fixed bug where two Host headers were sent for chunked requests. (#5391)
- Fixed regression in Requests 2.26.0 where `Proxy-Authorization` was incorrectly stripped from all requests sent with `Session.send`. (#5924)
- Fixed performance regression in 2.26.0 for hosts with a large number of proxies available in the environment. (#5924)
- Fixed idna exception leak, wrapping `UnicodeError` with `requests.exceptions.InvalidURL` for URLs with a leading dot (.) in the domain. (#5414)

****Deprecations****

- Requests support for Python 2.7 and 3.6 will be ending in 2022. While we don't have exact dates, Requests 2.27.x is likely to be the last release series providing support.

2.26.0 (2021-07-13)

****Improvements****

- Requests now supports Brotli compression, if either the `brotili` or `brotilicffi` package is installed. (#5783)
- `Session.send` now correctly resolves proxy configurations from both the Session and Request. Behavior now matches `Session.request`. (#5681)

****Bugfixes****

- Fixed a race condition in zip extraction

when using Requests in parallel
from zip archive. (#5707)

****Dependencies****

- Instead of `chardet`, use the MIT-licensed `charset\_normalizer` for Python3 to remove license ambiguity for projects bundling requests. If `chardet` is already installed on your machine it will be used instead of `charset\_normalizer` to keep backwards compatibility. (#5797)

You can also install `chardet` while installing requests by specifying `[use\_chardet\_on\_py3]` extra as follows:

```
``shell
pip install "requests[use_chardet_on_py3]"
``
```

Python2 still depends upon the `chardet` module.

- Requests now supports `idna` 3.x on Python 3. `idna` 2.x will continue to be used on Python 2 installations. (#5711)

****Deprecations****

- The `requests[security]` extra has been converted to a no-op install. PyOpenSSL is no longer the recommended secure option for Requests. (#5867)
- Requests has officially dropped support for Python 3.5. (#5867)

2.25.1 (2020-12-16)

****Bugfixes****

-

Requests now treats `application/json` as `utf8` by default. Resolving inconsistencies between `r.text` and `r.json` output. (#5673)

****Dependencies****

- Requests now supports chardet v4.x.

2.25.0 (2020-11-11)

****Improvements****

- Added support for NETRC environment variable. (#5643)

****Dependencies****

- Requests now supports urllib3 v1.26.

****Deprecations****

- Requests v2.25.x will be the last release series with support for Python 3.5.
- The `requests[security]` extra is officially deprecated and will be removed in Requests v2.26.0.

2.24.0 (2020-06-17)

****Improvements****

- pyOpenSSL TLS implementation is now only used if Python either doesn't have an `ssl` module or doesn't support SNI. Previously pyOpenSSL was unconditionally used if available. This applies even if pyOpenSSL is installed via the `requests[security]` extra (#5443)
- Redirect resolution should now only occur when `allow\_redirects` is True. (#5492)
- No longer perform unnecessary Content-Length calculation for requests that won't use it. (#5496)

2.23.0 (2020-02-19)

****Improvements****

- Remove defunct reference to `prefetch` in Session `\_\_attrs\_\_` (#5110)

****Bugfixes****

- Requests no longer outputs password in basic auth usage warning. (#5099)

****Dependencies****

- Pinning for `chardet` and `idna` now uses major version instead of minor. This hopefully reduces the need for releases every time a dependency is updated.

2.22.0 (2019-05-15)

****Dependencies****

- Requests now supports urllib3 v1.25.2.
(note: 1.25.0 and 1.25.1 are incompatible)

****Deprecations****

- Requests has officially stopped support for Python 3.4.

2.21.0 (2018-12-10)

****Dependencies****

- Requests now supports idna v2.8.

2.20.1 (2018-11-08)

****Bugfixes****

- Fixed bug with unintended Authorization header stripping for redirects using default ports (http/80, https/443).

2.20.0

(2018-10-18)

****Bugfixes****

- Content-Type header parsing is now case-insensitive (e.g. charset=utf8 v Charset=utf8).
- Fixed exception leak where certain redirect urls would raise uncaught urllib3 exceptions.
- Requests removes Authorization header from requests redirected from https to http on the same hostname. (CVE-2018-18074)
- `should\_bypass\_proxies` now handles URIs without hostnames (e.g. files).

****Dependencies****

- Requests now supports urllib3 v1.24.

****Deprecations****

- Requests has officially stopped support for Python 2.6.

2.19.1 (2018-06-14)

****Bugfixes****

- Fixed issue where status_codes.py's `init` function failed trying to append to a `\_\_doc\_\_` value of `None`.

2.19.0 (2018-06-12)

****Improvements****

- Warn user about possible slowdown when using cryptography version < 1.3.4
- Check for invalid host in proxy URL, before forwarding request to adapter.
- Fragments are now properly maintained across redirects. (RFC7231 7.1.2)
- Removed use of cgi module to expedite library load time.
- Added support for SHA-256 and SHA-512 digest auth algorithms.
- Minor performance improvement to `Request.content`.
- Migrate to using collections.abc for 3.7 compatibility.

****Bugfixes****

- Parsing empty `Link` headers with `parse\_header\_links()` no longer return one bogus entry.
- Fixed issue where loading the default certificate bundle from a zip archive would raise an `IOError`.
- Fixed issue with unexpected `ImportError` on windows system which do not support `winreg` module.
- DNS resolution in proxy bypass no longer includes the username and password in the request. This also fixes the issue of DNS queries failing on macOS.
- Properly normalize adapter prefixes for url comparison.
- Passing `None` as a file pointer to the `files` param no longer raises an exception.
- Calling `copy` on a `RequestsCookieJar` will now preserve the cookie policy correctly.

****Dependencies****

- We now support idna v2.7.
- We now support urllib3 v1.23.

2.18.4 (2017-08-15)

****Improvements****

- Error messages for invalid headers now include the header name for easier debugging

****Dependencies****

- We now support idna v2.6.

2.18.3 (2017-08-02)

****Improvements****

- Running ``$ python -m requests.help`` now includes the installed version of idna.

****Bugfixes****

- Fixed issue where Requests would raise ``ConnectionError`` instead of ``SSLError`` when encountering SSL problems when using urllib3 v1.22.

2.18.2 (2017-07-25)

****Bugfixes****

- ``requests.help`` no longer fails on Python 2.6 due to the absence of ``ssl.OPENSSL_VERSION_NUMBER``.

****Dependencies****

- We now support urllib3 v1.22.

2.18.1 (2017-06-14)

****Bugfixes****

- Fix an error in the packaging whereby the ``*.whl`` contained incorrect data that regressed the fix in v2.17.3.

2.18.0 (2017-06-14)

****Improvements****

- `Response` is now a context manager, so can be used directly in a `with` statement without first having to be wrapped by `contextlib.closing()`.

****Bugfixes****

- Resolve installation failure if multiprocessing is not available
- Resolve tests crash if multiprocessing is not able to determine the number of CPU cores
- Resolve error swallowing in utils set`\_environ` generator

2.17.3 (2017-05-29)

****Improvements****

- Improved `packages` namespace identity support, for monkeypatching libraries.

2.17.2 (2017-05-29)

****Improvements****

- Improved `packages` namespace identity support, for monkeypatching libraries.

2.17.1 (2017-05-29)

****Improvements****

- Improved `packages` namespace identity support, for monkeypatching libraries.

2.17.0 (2017-05-29)

****Improvements****

- Removal of the 301 redirect cache. This improves thread-safety.

2.16.5 (2017-05-28)

- Improvements to ``$ python -m requests.help``.

2.16.4 (2017-05-27)

- Introduction of the ``$ python -m requests.help`` command, for debugging with maintainers!

2.16.3 (2017-05-27)

- Further restored the ``requests.packages`` namespace for compatibility reasons.

2.16.2 (2017-05-27)

- Further restored the ``requests.packages`` namespace for compatibility reasons.

No code modification (noted below) should be necessary any longer.

2.16.1 (2017-05-27)

- Restored the ``requests.packages`` namespace for compatibility reasons.
- Bugfix for ``urllib3`` version parsing.

****Note****: code that was written to import against the ``requests.packages`` namespace previously will have to import code that rests at this module-level now.

For example:

```
from requests.packages.urllib3.poolmanager import
PoolManager
```

Will need to be re-written to be:

```
from requests.packages import urllib3
urllib3.poolmanager.PoolManager
```

Or, even better:

```
from urllib3.poolmanager import PoolManager
```

2.16.0 (2017-05-26)

-
- Unvendor ALL the things!

2.15.1 (2017-05-26)

- Everyone makes mistakes.

2.15.0 (2017-05-26)

****Improvements****

- Introduction of the `Response.next` property, for getting the next `PreparedResponse` from a redirect chain (when `allow_redirects=False`).
- Internal refactoring of `__version__` module.

****Bugfixes****

- Restored once-optional parameter for `requests.utils.get_environ_proxies()`.

2.14.2 (2017-05-10)

****Bugfixes****

- Changed a less-than to an equal-to and an or in the dependency markers to widen compatibility with older setuptools releases.

2.14.1 (2017-05-09)

****Bugfixes****

- Changed the dependency markers to widen compatibility with older pip releases.

2.14.0 (2017-05-09)

****Improvements****

- It is now possible to pass `no_proxy` as a key to the `proxies` dictionary to provide handling similar to the `NO_PROXY` environment

variable.

- When users provide invalid paths to certificate bundle files or directories Requests now raises `IOError`, rather than failing at the time of the HTTPS request with a fairly inscrutable certificate validation error.
- The behavior of `SessionRedirectMixin` was slightly altered. `resolve_redirects` will now detect a redirect by calling `get_redirect_target(response)` instead of directly querying `Response.is_redirect` and `Response.headers['location']`. Advanced users will be able to process malformed redirects more easily.
- Changed the internal calculation of elapsed request time to have higher resolution on Windows.
- Added `win_inet_pton` as conditional dependency for the `[socks]` extra on Windows with Python 2.7.
- Changed the proxy bypass implementation on Windows: the proxy bypass check doesn't use forward and reverse DNS requests anymore
- URLs with schemes that begin with `http` but are not `http` or `https` no longer have their host parts forced to lowercase.

****Bugfixes****

- Much improved handling of non-ASCII `Location` header values in redirects. Fewer `UnicodeDecodeErrors` are encountered on Python 2, and Python 3 now correctly understands that Latin-1 is unlikely to be the correct encoding.
- If an attempt to `seek` file to find out its length fails, we now appropriately handle that by aborting our content-length calculations.
- Restricted `HTTPDigestAuth` to only respond to auth challenges made on 4XX responses, rather than to all auth challenges.
- Fixed some code that was firing `DeprecationWarning` on Python 3.6.
- The dismayed person emoticon (`^o^^`) no longer has a big head. I'm sure this is what you were all worrying about most.

****Miscellaneous****

- Updated bundled `urllib3` to v1.21.1.
- Updated bundled `chardet` to v3.0.2.
- Updated bundled `idna` to v2.5.
- Updated bundled `certifi` to 2017.4.17.

2.13.0 (2017-01-24)

****Features****

- Only load the `idna` library when we've determined we need it. This will save some memory for users.

****Miscellaneous****

- Updated bundled urllib3 to 1.20.
- Updated bundled idna to 2.2.

2.12.5 (2017-01-18)

****Bugfixes****

- Fixed an issue with JSON encoding detection, specifically detecting big-endian UTF-32 with BOM.

2.12.4 (2016-12-14)

****Bugfixes****

- Fixed regression from 2.12.2 where non-string types were rejected in the basic auth parameters. While support for this behaviour has been re-added, the behaviour is deprecated and will be removed in the future.

2.12.3 (2016-12-01)

****Bugfixes****

- Fixed regression from v2.12.1 for URLs with schemes that begin with "http". These URLs have historically been processed as though they were HTTP-schemed URLs, and so have had parameters added. This was removed in v2.12.2 in an overzealous attempt to resolve problems with IDNA-encoding those URLs. This change was reverted: the other fixes for IDNA-encoding have been judged to be sufficient to return to the behaviour Requests had before v2.12.0.

2.12.2 (2016-11-30)

****Bugfixes****

- Fixed several issues with IDNA-encoding URLs that are technically invalid but which are widely accepted. Requests will now attempt to IDNA-encode a URL if it can but, if it fails, and the host contains

only ASCII characters, it will be passed through optimistically.
This will allow users to opt-in to using IDNA2003 themselves if they want to, and will also allow technically invalid but still common hostnames.

- Fixed an issue where URLs with leading whitespace would raise ``InvalidSchema`` errors.
- Fixed an issue where some URLs without the HTTP or HTTPS schemes would still have HTTP URL preparation applied to them.
- Fixed an issue where Unicode strings could not be used in basic auth.
- Fixed an issue encountered by some Requests plugins where constructing a Response object would cause ``Response.content`` to raise an ``AttributeError``.

2.12.1 (2016-11-16)

****Bugfixes****

- Updated setuptools 'security' extra for the new PyOpenSSL backend in urllib3.

****Miscellaneous****

- Updated bundled urllib3 to 1.19.1.

2.12.0 (2016-11-15)

****Improvements****

- Updated support for internationalized domain names from IDNA2003 to IDNA2008. This updated support is required for several forms of IDNs and is mandatory for .de domains.
- Much improved heuristics for guessing content lengths: Requests will no longer read an entire ``StringIO`` into memory.
- Much improved logic for recalculating ``Content-Length`` headers for ``PreparedRequest`` objects.
- Improved tolerance for file-like objects that have no ``tell`` method but do have a ``seek`` method.
- Anything that is a subclass of ``Mapping`` is now treated like a dictionary by the ``data=`` keyword argument.
- Requests now tolerates empty passwords in proxy credentials, rather than stripping the credentials.
- If a request is made with a file-like object as the body and that request is redirected with a 307 or 308 status code, Requests will

now attempt to rewind the body object so it can be replayed.

****Bugfixes****

- When calling `response.close`, the call to `close` will be propagated through to non-urllib3 backends.
- Fixed issue where the `ALL_PROXY` environment variable would be preferred over scheme-specific variables like `HTTP_PROXY`.
- Fixed issue where non-UTF8 reason phrases got severely mangled by falling back to decoding using ISO 8859-1 instead.
- Fixed a bug where Requests would not correctly correlate cookies set when using custom Host headers if those Host headers did not use the native string type for the platform.

****Miscellaneous****

- Updated bundled urllib3 to 1.19.
- Updated bundled certifi certs to 2016.09.26.

2.11.1 (2016-08-17)

****Bugfixes****

- Fixed a bug when using `iter_content` with `decode_unicode=True` for streamed bodies would raise `AttributeError`. This bug was introduced in 2.11.
- Strip Content-Type and Transfer-Encoding headers from the header block when following a redirect that transforms the verb from POST/PUT to GET.

2.11.0 (2016-08-08)

****Improvements****

- Added support for the `ALL_PROXY` environment variable.
- Reject header values that contain leading whitespace or newline characters to reduce risk of header smuggling.

****Bugfixes****

- Fixed occasional `TypeError` when attempting to decode a JSON response that occurred in an error case.

Now correctly returns a

`ValueError`.

- Requests would incorrectly ignore a non-CIDR IP address in the

`NO\_PROXY` environment variables: Requests now treats it as a specific IP.

- Fixed a bug when sending JSON data that could cause us to encounter obscure OpenSSL errors in certain network conditions (yes, really).
- Added type checks to ensure that `iter\_content` only accepts integers and `None` for chunk sizes.
- Fixed issue where responses whose body had not been fully consumed would have the underlying connection closed but not returned to the connection pool, which could cause Requests to hang in situations where the `HTTPAdapter` had been configured to use a blocking connection pool.

****Miscellaneous****

- Updated bundled urllib3 to 1.16.
- Some previous releases accidentally accepted non-strings as acceptable header values. This release does not.

2.10.0 (2016-04-29)

****New Features****

- SOCKS Proxy Support!
(requires PySocks;
`\$ pip install requests[socks]`)

****Miscellaneous****

- Updated bundled urllib3 to 1.15.1.

2.9.2 (2016-04-29)

****Improvements****

- Change built-in CaseInsensitiveDict (used for headers) to use OrderedDict as its underlying datastore.

****Bugfixes****

- Don't use redirect_cache if allow_redirects=False
- When passed objects that throw exceptions from `tell()`, send them via chunked transfer encoding instead of failing.
- Raise a ProxyError for proxy related connection issues.

2.9.1 (2015-12-21)

****Bugfixes****

- Resolve regression introduced in 2.9.0 that made it impossible to send binary strings as bodies in Python 3.
- Fixed errors when calculating cookie expiration dates in certain locales.

****Miscellaneous****

- Updated bundled urllib3 to 1.13.1.

2.9.0 (2015-12-15)

****Minor Improvements**** (Backwards compatible)

- The `verify` keyword argument now supports being passed a path to a directory of CA certificates, not just a single-file bundle.
- Warnings are now emitted when sending files opened in text mode.
- Added the 511 Network Authentication Required status code to the status code registry.

****Bugfixes****

- For file-like objects that are not sought to the very beginning, we now send the content length for the number of bytes we will actually read, rather than the total size of the file, allowing partial file uploads.
- When uploading file-like objects, if they are empty or have no obvious content length we set `Transfer-Encoding: chunked` rather than `Content-Length: 0`.
- We correctly receive the response in buffered mode when uploading chunked bodies.
- We now handle being passed a query string as a bytestring on Python 3, by decoding it as UTF-8.
- Sessions are now closed in all cases (exceptional and not) when using the functional API rather than leaking and waiting for the garbage collector to clean them up.
- Correctly handle digest auth headers with a malformed `qop` directive that contains no token, by treating it the same as if no `qop` directive was provided at all.
- Minor performance improvements when removing specific cookies by name.

****Miscellaneous****

- Updated urllib3 to 1.13.

2.8.1 (2015-10-13)

****Bugfixes****

- Update certificate bundle to match `certifi` 2015.9.6.2's weak certificate bundle.
- Fix a bug in 2.8.0 where requests would raise `ConnectTimeout` instead of `ConnectionError`
- When using the PreparedRequest flow, requests will now correctly respect the `json` parameter. Broken in 2.8.0.
- When using the PreparedRequest flow, requests will now correctly handle a Unicode-string method name on Python 2. Broken in 2.8.0.

2.8.0 (2015-10-05)

****Minor Improvements**** (Backwards Compatible)

- Requests now supports per-host proxies. This allows the `proxies` dictionary to have entries of the form
`{'<scheme>://<hostname>': '<proxy>'}`. Host-specific proxies will be used in preference to the previously-supported scheme-specific ones, but the previous syntax will continue to work.
- `Response.raise\_for\_status` now prints the URL that failed as part of the exception message.
- `requests.utils.get\_netrc\_auth` now takes an `raise\_errors` kwarg, defaulting to `False`. When `True`, errors parsing `.netrc` files cause exceptions to be thrown.
- Change to bundled projects import logic to make it easier to unbundle requests downstream.
- Changed the default User-Agent string to avoid leaking data on Linux: now contains only the requests version.

****Bugfixes****

- The `json` parameter to `post()` and friends will now only be used if neither `data` nor `files` are present, consistent with the documentation.
- We now ignore empty fields in the `NO\_PROXY` environment variable.
- Fixed problem where `httplib.BadStatusLine` would get raised if combining `stream=True` with `contextlib.closing`.
- Prevented bugs where we would attempt to return the same connection

back to the connection pool twice when sending a Chunked body.

- Miscellaneous minor internal changes.
- Digest Auth support is now thread safe.

****Updates****

- Updated urllib3 to 1.12.

2.7.0 (2015-05-03)

This is the first release that follows our new release process. For more, see [our documentation](<https://requests.readthedocs.io/en/latest/community/release-process/>).

****Bugfixes****

- Updated urllib3 to 1.10.4, resolving several bugs involving chunked transfer encoding and response framing.

2.6.2 (2015-04-23)

****Bugfixes****

- Fix regression where compressed data that was sent as chunked data was not properly decompressed. (#2561)

2.6.1 (2015-04-22)

****Bugfixes****

- Remove VendorAlias import machinery introduced in v2.5.2.
- Simplify the PreparedRequest.prepare API: We no longer require the user to pass an empty list to the hooks keyword argument. (c.f. #2552)
- Resolve redirects now receives and forwards all of the original arguments to the adapter. (#2503)
- Handle UnicodeDecodeErrors when trying to deal with a unicode URL that cannot be encoded in ASCII. (#2540)
- Populate the parsed path of the URI field when performing Digest Authentication. (#2426)
- Copy a PreparedRequest's CookieJar more reliably when it is not an instance of RequestsCookieJar. (#2527)

2.6.0 (2015-03-14)

****Bugfixes****

- CVE-2015-2296: Fix handling of cookies on redirect. Previously a cookie without a host value set would use the hostname for the redirected URL exposing requests users to session fixation attacks and potentially cookie stealing. This was disclosed privately by Matthew Daley of [BugFuzz](https://bugfuzz.com). This affects all versions of requests from v2.1.0 to v2.5.3 (inclusive on both ends).
- Fix error when requests is an `install\_requires` dependency and `python setup.py test` is run. (#2462)
- Fix error when urllib3 is unbundled and requests continues to use the vendored import location.
- Include fixes to `urllib3`'s header handling.
- Requests' handling of unvendored dependencies is now more restrictive.

****Features and Improvements****

- Support bytearrays when passed as parameters in the `files` argument. (#2468)
- Avoid data duplication when creating a request with `str`, `bytes`, or `bytearray` input to the `files` argument.

2.5.3 (2015-02-24)

****Bugfixes****

- Revert changes to our vendored certificate bundle. For more context see (#2455, #2456, and <<https://bugs.python.org/issue23476>>)

2.5.2 (2015-02-23)

****Features and Improvements****

- Add sha256 fingerprint support.
([shazow/urllib3#540](https://github.com/shazow/urllib3/pull/540))
- Improve the performance of headers.
([shazow/urllib3#544](https://github.com/shazow/urllib3/pull/544))

****Bugfixes****

- Copy pip's import machinery. When downstream redistributors remove

requests.packages.urllib3 the import machinery will continue to let those same symbols work. Example usage in requests' documentation and 3rd-party libraries relying on the vendored copies of urllib3 will work without having to fallback to the system urllib3.

- Attempt to quote parts of the URL on redirect if unquoting and then quoting fails. (\#2356)
- Fix filename type check for multipart form-data uploads. (\#2411)
- Properly handle the case where a server issuing digest authentication challenges provides both auth and auth-int qop-values. (\#2408)
- Fix a socket leak.
([shazow/urllib3\#549](https://github.com/shazow/urllib3/pull/549))
- Fix multiple `Set-Cookie` headers properly.
([shazow/urllib3\#534](https://github.com/shazow/urllib3/pull/534))
- Disable the built-in hostname verification.
([shazow/urllib3\#526](https://github.com/shazow/urllib3/pull/526))
- Fix the behaviour of decoding an exhausted stream.
([shazow/urllib3\#535](https://github.com/shazow/urllib3/pull/535))

****Security****

- Pulled in an updated `cacert.pem`.
- Drop RC4 from the default cipher list.
([shazow/urllib3\#551](https://github.com/shazow/urllib3/pull/551))

2.5.1 (2014-12-23)

****Behavioural Changes****

- Only catch HTTPErrors in raise_for_status (\#2382)

****Bugfixes****

- Handle LocationParseError from urllib3 (\#2344)
- Handle file-like object filenames that are not strings (\#2379)
- Unbreak HTTPDigestAuth handler. Allow new nonces to be negotiated (\#2389)

2.5.0 (2014-12-01)

****Improvements****

- Allow usage of urllib3's Retry object with HTTPAdapters (\#2216)
- The `iter\_lines` method on a response now accepts a delimiter with which to split the content (\#2295)

****Behavioural**

Changes**

- Add deprecation warnings to functions in requests.utils that will be removed in 3.0 (#2309)
- Sessions used by the functional API are always closed (#2326)
- Restrict requests to HTTP/1.1 and HTTP/1.0 (stop accepting HTTP/0.9) (#2323)

****Bugfixes****

- Only parse the URL once (#2353)
- Allow Content-Length header to always be overridden (#2332)
- Properly handle files in HTTPDigestAuth (#2333)
- Cap redirect_cache size to prevent memory abuse (#2299)
- Fix HTTPDigestAuth handling of redirects after authenticating successfully (#2253)
- Fix crash with custom method parameter to Session.request (#2317)
- Fix how Link headers are parsed using the regular expression library (#2271)

****Documentation****

- Add more references for interlinking (#2348)
- Update CSS for theme (#2290)
- Update width of buttons and sidebar (#2289)
- Replace references of Gittip with Gratipay (#2282)
- Add link to changelog in sidebar (#2273)

2.4.3 (2014-10-06)

****Bugfixes****

- Unicode URL improvements for Python 2.
- Re-order JSON param for backwards compat.
- Automatically defrag authentication schemes from host/pass URIs. ([#2249](https://github.com/psf/requests/issues/2249))

2.4.2 (2014-10-05)

****Improvements****

- FINALLY! Add json parameter for uploads! ([#2258](https://github.com/psf/requests/pull/2258))

- Support for bytestring URLs on Python 3.x
([#2238](https://github.com/psf/requests/pull/2238))

****Bugfixes****

- Avoid getting stuck in a loop
([#2244](https://github.com/psf/requests/pull/2244))
- Multiple calls to iter* fail with unhelpful error.
([#2240](https://github.com/psf/requests/issues/2240),
[#2241](https://github.com/psf/requests/issues/2241))

****Documentation****

- Correct redirection introduction
([#2245](https://github.com/psf/requests/pull/2245/))
- Added example of how to send multiple files
in one request.
([#2227](https://github.com/psf/requests/pull/2227/))
- Clarify how to pass a custom set of CAs
([#2248](https://github.com/psf/requests/pull/2248/))

2.4.1 (2014-09-09)

- Now has a "security" package extras set,
`\$ pip install requests[security]`
- Requests will now use Certifi if it is available.
- Capture and re-raise urllib3 ProtocolError
- Bugfix for responses that attempt to redirect to themselves forever
(wtf?).

2.4.0 (2014-08-29)

****Behavioral Changes****

- `Connection: keep-alive` header is now sent automatically.

****Improvements****

- Support for connect timeouts! Timeout now accepts a tuple (connect,
read) which is used to set individual connect and read timeouts.
- Allow copying of PreparedRequests without headers/cookies.
- Updated bundled urllib3 version.
- Refactored settings loading from environment -- new
Session.merge\environment_settings.
- Handle socket errors

in `iter\_content`.

2.3.0 (2014-05-16)

****API Changes****

- New ``Response`` property ``is_redirect``, which is true when the library could have processed this response as a redirection (whether or not it actually did).
- The ``timeout`` parameter now affects requests with both ``stream=True`` and ``stream=False`` equally.
- The change in v2.0.0 to mandate explicit proxy schemes has been reverted. Proxy schemes now default to ``http://``.
- The ``CaseInsensitiveDict`` used for HTTP headers now behaves like a normal dictionary when references as string or viewed in the interpreter.

****Bugfixes****

- No longer expose Authorization or Proxy-Authorization headers on redirect. Fix CVE-2014-1829 and CVE-2014-1830 respectively.
- Authorization is re-evaluated each redirect.
- On redirect, pass url as native strings.
- Fall-back to autodetected encoding for JSON when Unicode detection fails.
- Headers set to ``None`` on the ``Session`` are now correctly not sent.
- Correctly honor ``decode_unicode`` even if it wasn't used earlier in the same response.
- Stop advertising ``compress`` as a supported Content-Encoding.
- The ``Response.history`` parameter is now always a list.
- Many, many ``urllib3`` bugfixes.

2.2.1 (2014-01-23)

****Bugfixes****

- Fixes incorrect parsing of proxy credentials that contain a literal or encoded ``\#`` character.
- Assorted ``urllib3`` fixes.

2.2.0 (2014-01-09)

****API Changes****

- New exception: ``ContentDecodingError``. Raised instead of ``urllib3`` ``DecodeError`` exceptions.

****Bugfixes****

- Avoid many many exceptions from the buggy implementation of ``proxy_bypass`` on OS X in Python 2.6.
- Avoid crashing when attempting to get authentication credentials from `~/\.netrc` when running as a user without a home directory.
- Use the correct pool size for pools of connections to proxies.
- Fix iteration of ``CookieJar`` objects.
- Ensure that cookies are persisted over redirect.
- Switch back to using `chardet`, since it has merged with `charade`.

2.1.0 (2013-12-05)

- Updated CA Bundle, of course.
- Cookies set on individual Requests through a ``Session`` (e.g. via ``Session.get()``) are no longer persisted to the ``Session``.
- Clean up connections when we hit problems during chunked upload, rather than leaking them.
- Return connections to the pool when a chunked upload is successful, rather than leaking it.
- Match the HTTPbis recommendation for HTTP 301 redirects.
- Prevent hanging when using streaming uploads and Digest Auth when a 401 is received.
- Values of headers set by Requests are now always the native string type.
- Fix previously broken SNI support.
- Fix accessing HTTP proxies using proxy authentication.
- Unencode HTTP Basic usernames and passwords extracted from URLs.
- Support for IP address ranges for `no_proxy` environment variable
- Parse headers correctly when users override the default ``Host:`` header.
- Avoid munging the URL in case of case-sensitive servers.
- Looser URL handling for non-HTTP/HTTPS urls.
- Accept unicode methods in Python 2.6 and 2.7.
- More resilient cookie handling.
- Make ``Response`` objects pickleable.
- Actually added MD5-sess to Digest Auth instead of pretending to like last time.
- Updated internal `urllib3`.
- Fixed `@Lukasa`'s lack of taste.

2.0.1 (2013-10-24)

-
- Updated included CA Bundle with new mistrusts and automated process for the future
 - Added MD5-session to Digest Auth
 - Accept per-file headers in multipart file POST messages.
 - Fixed: Don't send the full URL on CONNECT messages.
 - Fixed: Correctly lowercase a redirect scheme.
 - Fixed: Cookies not persisted when set via functional API.
 - Fixed: Translate urllib3 ProxyError into a requests ProxyError derived from ConnectionError.
 - Updated internal urllib3 and chardet.

2.0.0 (2013-09-24)

****API**

Changes:**

- Keys in the Headers dictionary are now native strings on all Python versions, i.e. bytestrings on Python 2, unicode on Python 3.
- Proxy URLs now *must* have an explicit scheme. A `MissingSchema` exception will be raised if they don't.
- Timeouts now apply to read time if `Stream=False`.
- `RequestException` is now a subclass of `IOError`, not `RuntimeError`.
- Added new method to `PreparedRequest` objects: `PreparedRequest.copy()`.
- Added new method to `Session` objects: `Session.update_request()`. This method updates a `Request` object with the data (e.g. cookies) stored on the `Session`.
- Added new method to `Session` objects: `Session.prepare_request()`. This method updates and prepares a `Request` object, and returns the corresponding `PreparedRequest` object.
- Added new method to `HTTPAdapter` objects: `HTTPAdapter.proxy_headers()`. This should not be called directly, but improves the subclass interface.
- `httplib.IncompleteRead` exceptions caused by incorrect chunked encoding will now raise a Requests `ChunkedEncodingError` instead.
- Invalid percent-escape sequences now cause a Requests `InvalidURL` exception to be raised.
- HTTP 208 no longer uses reason phrase `"im_used"`. Correctly uses `"already_reported"`.
- HTTP 226 reason added (`"im_used"`).

****Bugfixes:****

- Vastly improved proxy support, including the CONNECT verb. Special thanks to the many contributors who worked towards this improvement.
- Cookies are now properly managed when 401 authentication responses are received.
- Chunked encoding fixes.
- Support for mixed case schemes.
- Better handling of streaming downloads.
- Retrieve environment proxies from more locations.
- Minor cookies fixes.
- Improved redirect behaviour.
- Improved streaming behaviour, particularly for compressed data.
- Miscellaneous small Python 3 text encoding bugs.
- ``.netrc`` no longer overrides explicit auth.
- Cookies set by hooks are now correctly persisted on Sessions.
- Fix problem with cookies that specify port numbers in their host field.
- `BytesIO`` can be used to perform streaming uploads.
- More generous parsing of the `no_proxy`` environment variable.
- Non-string objects can be passed in data values alongside files.

1.2.3 (2013-05-25)

- Simple packaging fix

1.2.2 (2013-05-23)

- Simple packaging fix

1.2.1 (2013-05-20)

- 301 and 302 redirects now change the verb to GET for all verbs, not just POST, improving browser compatibility.
- Python 3.3.2 compatibility
- Always percent-encode location headers
- Fix connection adapter matching to be most-specific first
- new argument to the default connection adapter for passing a block argument
- prevent a KeyError when there's no link headers

1.2.0 (2013-03-31)

- Fixed cookies on

sessions and on requests

- Significantly change how hooks are dispatched - hooks now receive all the arguments specified by the user when making a request so hooks can make a secondary request with the same parameters. This is especially necessary for authentication handler authors
- certifi support was removed
- Fixed bug where using OAuth 1 with body `signature\_type` sent no data
- Major proxy work thanks to @Lukasa including parsing of proxy authentication from the proxy url
- Fix DigestAuth handling too many 401s
- Update vendored urllib3 to include SSL bug fixes
- Allow keyword arguments to be passed to `json.loads()` via the `Response.json()` method
- Don't send `Content-Length` header by default on `GET` or `HEAD` requests
- Add `elapsed` attribute to `Response` objects to time how long a request took.
- Fix `RequestsCookieJar`
- Sessions and Adapters are now picklable, i.e., can be used with the multiprocessing library
-
- Update charade to version 1.0.3

The change in how hooks are dispatched will likely cause a great deal of issues.

1.1.0 (2013-01-10)

- CHUNKED REQUESTS
- Support for iterable response bodies
- Assume servers persist redirect params
- Allow explicit content types to be specified for file data
- Make merge_kwargs case-insensitive when looking up keys

1.0.3 (2012-12-18)

- Fix file upload encoding bug
- Fix cookie behavior

1.0.2 (2012-12-17)

- Proxy fix for HTTPAdapter.

1.0.1 (2012-12-17)

-
- Cert verification exception bug.
 - Proxy fix for HTTPAdapter.

1.0.0 (2012-12-17)

- Massive Refactor and Simplification
- Switch to Apache 2.0 license
- Swappable Connection Adapters
- Mountable Connection Adapters
- Mutable ProcessedRequest chain
- /s/prefetch/stream
- Removal of all configuration
- Standard library logging
- Make Response.json() callable, not property.
- Usage of new charade project, which provides python 2 and 3 simultaneous chardet.
- Removal of all hooks except 'response'
- Removal of all authentication helpers (OAuth, Kerberos)

This is not a backwards compatible change.

0.14.2 (2012-10-27)

- Improved mime-compatible JSON handling
- Proxy fixes
- Path hack fixes
- Case-Insensitive Content-Encoding headers
- Support for CJK parameters in form posts

0.14.1 (2012-10-01)

- Python 3.3 Compatibility
- Simply default accept-encoding
- Bugfixes

0.14.0 (2012-09-02)

- No more iter_content errors if already downloaded.

0.13.9 (2012-08-25)

- Fix for OAuth + POSTs
- Remove exception eating from dispatch\hook
- General bugfixes

0.13.8 (2012-08-21)

- Incredible Link header support :)

0.13.7 (2012-08-19)

- Support for (key, value) lists everywhere.
- Digest Authentication improvements.
- Ensure proxy exclusions work properly.
- Clearer UnicodeError exceptions.
- Automatic casting of URLs to strings (fURL and such)
- Bugfixes.

0.13.6 (2012-08-06)

- Long awaited fix for hanging connections!

0.13.5 (2012-07-27)

- Packaging fix

0.13.4 (2012-07-27)

- GSSAPI/Kerberos authentication!
- App Engine 2.7 Fixes!
- Fix leaking connections (from urllib3 update)
- OAuthlib path hack fix
- OAuthlib URL parameters fix.

0.13.3 (2012-07-12)

- Use simplejson if available.
- Do not hide SSLErrors behind Timeouts.
- Fixed param handling with urls containing fragments.
- Significantly improved information in User Agent.
- client certificates are ignored when verify=False

0.13.2 (2012-06-28)

- Zero dependencies (once again)!
- New: Response.reason
- Sign querystring parameters in OAuth 1.0
- Client certificates no longer ignored when verify=False
- Add openSUSE certificate support

0.13.1 (2012-06-07)

- Allow passing a file or file-like object as data.
- Allow hooks to return responses that indicate errors.
- Fix Response.text and Response.json for body-less responses.

0.13.0 (2012-05-29)

- Removal of Requests.async in favor of [grequests](<https://github.com/kennethreitz/grequests>)
- Allow disabling of cookie persistence.
- New implementation of safe_mode
- cookies.get now supports default argument
- Session cookies not saved when Session.request is called with return_response=False
- Env: no_proxy support.
- RequestsCookieJar improvements.
- Various bug fixes.

0.12.1 (2012-05-08)

- New `Response.json` property.
- Ability to add string file uploads.
- Fix out-of-range issue with iter_lines.
- Fix iter_content default size.
- Fix POST redirects containing files.

0.12.0 (2012-05-02)

- EXPERIMENTAL OAUTH SUPPORT!
- Proper CookieJar-backed cookies interface with awesome dict-like interface.

- Speed fix for non-iterated content chunks.
- Move `pre\_request` to a more usable place.
- New `pre\_send` hook.
- Lazily encode data, params, files.
- Load system Certificate Bundle if `certify` isn't available.
- Cleanups, fixes.

0.11.2 (2012-04-22)

- Attempt to use the OS's certificate bundle if `certifi` isn't available.
- Infinite digest auth redirect fix.
- Multi-part file upload improvements.
- Fix decoding of invalid %encodings in URLs.
- If there is no content in a response don't throw an error the second time that content is attempted to be read.
- Upload data on redirects.

0.11.1 (2012-03-30)

- POST redirects now break RFC to do what browsers do: Follow up with a GET.
- New `strict\_mode` configuration to disable new redirect behavior.

0.11.0 (2012-03-14)

- Private SSL Certificate support
- Remove select.poll from Gevent monkeypatching
- Remove redundant generator for chunked transfer encoding
- Fix: Response.ok raises Timeout Exception in safe_mode

0.10.8 (2012-03-09)

- Generate chunked ValueError fix
- Proxy configuration by environment variables
- Simplification of iter_lines.
- New trust_env configuration for disabling system/environment hints.
- Suppress cookie errors.

0.10.7 (2012-03-07)

- encode_uri = False

0.10.6 (2012-02-25)

- Allow '=' in cookies.

0.10.5 (2012-02-25)

- Response body with 0 content-length fix.
- New async.imap.
- Don't fail on netrc.

0.10.4 (2012-02-20)

- Honor netrc.

0.10.3 (2012-02-20)

- HEAD requests don't follow redirects anymore.
- raise_for_status() doesn't raise for 3xx anymore.
- Make Session objects picklable.
- ValueError
for invalid schema URLs.

0.10.2 (2012-01-15)

- Vastly improved URL quoting.
- Additional allowed cookie key values.
- Attempted fix for "Too many open files" Error
- Replace unicode errors on first pass, no need for second pass.
- Append '/' to bare-domain urls before query insertion.
- Exceptions now inherit from RuntimeError.
- Binary uploads + auth fix.
- Bugfixes.

0.10.1 (2012-01-23)

- PYTHON 3 SUPPORT!
- Dropped 2.5 Support. (*Backwards Incompatible*)

0.10.0 (2012-01-21)

- `Response.content` is now bytes-only. (*Backwards Incompatible*)
- New `Response.text` is unicode-only.
- If no `Response.encoding` is specified and `chardet` is available, `Response.text` will guess an encoding.
- Default to ISO-8859-1 (Western) encoding for "text" subtypes.
- Removal of `decode\_unicode`. (*Backwards Incompatible*)
- New multiple-hooks system.
- New `Response.register_hook` for registering hooks within the pipeline.
- `Response.url` is now Unicode.

0.9.3 (2012-01-18)

- SSL verify=False bugfix (apparent on windows machines).

0.9.2 (2012-01-18)

- Asynchronous `async.send` method.
- Support for proper chunk streams with boundaries.
- `session` argument for `Session` classes.
- Print entire hook tracebacks, not just exception instance.
- Fix `response.iter\_lines` from pending next line.
- Fix bug in HTTP-digest auth w/ URI having query strings.
- Fix in Event Hooks section.
- `Urllib3` update.

0.9.1 (2012-01-06)

- `danger\_mode` for automatic `Response.raise\_for\_status()`
- `Response.iter\_lines` refactor

0.9.0 (2011-12-28)

- `verify ssl` is default.

0.8.9 (2011-12-28)

- Packaging fix.

0.8.8 (2011-12-28)

- SSL CERT VERIFICATION!
- Release of Cerifi: Mozilla's cert list.
- New 'verify' argument for SSL requests.
- Urllib3 update.

0.8.7

(2011-12-24)

- iter_lines last-line truncation fix
- Force safe_mode for async requests
- Handle safe_mode exceptions more consistently
- Fix iteration on null responses in safe_mode

0.8.6 (2011-12-18)

- Socket timeout fixes.
- Proxy Authorization support.

0.8.5 (2011-12-14)

- Response.iter_lines!

0.8.4 (2011-12-11)

- Prefetch bugfix.
- Added license to installed version.

0.8.3 (2011-11-27)

- Converted auth system to use simpler callable objects.
- New session parameter to API methods.
- Display full URL while logging.

0.8.2 (2011-11-19)

- New Unicode decoding system, based on over-ridable Response.encoding.
- Proper URL slash-quote handling.
- Cookies with `[`, `]`, and `\_` allowed.

0.8.1 (2011-11-15)

- URL Request path fix
- Proxy fix.
- Timeouts fix.

0.8.0 (2011-11-13)

-
- Keep-alive support!
- Complete removal of Urllib2
- Complete removal of Poster
- Complete removal of CookieJars
- New ConnectionError raising
- Safe_mode for error catching
- prefetch parameter for request methods
- OPTION method
- Async pool size throttling
- File uploads send real names
- Vendored in urllib3

0.7.6 (2011-11-07)

- Digest authentication bugfix (attach query data to path)

0.7.5 (2011-11-04)

- Response.content = None if there was an invalid response.
- Redirection auth handling.

0.7.4 (2011-10-26)

- Session Hooks fix.

0.7.3 (2011-10-23)

- Digest Auth fix.

0.7.2 (2011-10-23)

- PATCH Fix.

0.7.1 (2011-10-23)

-
- Move away from urllib2 authentication handling.
 - Fully Remove AuthManager, AuthObject, &c.
 - New tuple-based auth system with handler callbacks.

0.7.0 (2011-10-22)

- Sessions
are now the primary interface.
- Deprecated InvalidMethodException.
- PATCH fix.
- New config system (no more global settings).

0.6.6 (2011-10-19)

- Session parameter bugfix (params merging).

0.6.5 (2011-10-18)

- Offline (fast) test suite.
- Session dictionary argument merging.

0.6.4 (2011-10-13)

- Automatic decoding of unicode, based on HTTP Headers.
- New `decode\_unicode` setting.
- Removal of `r.read/close` methods.
- New `r.faw` interface for advanced response usage.*
- Automatic expansion of parameterized headers.

0.6.3 (2011-10-13)

- Beautiful `requests.async` module, for making async requests w/
gevent.

0.6.2 (2011-10-09)

- GET/HEAD obeys allow_redirects=False.

0.6.1 (2011-08-20)

- Enhanced status codes experience `\o/`
- Set a maximum number of redirects (`settings.max_redirects`)
- Full Unicode URL support
-
- Support for protocol-less redirects.
- Allow for arbitrary request types.
- Bugfixes

0.6.0 (2011-08-17)

- New callback hook system
- New persistent sessions object and context manager
- Transparent Dict-cookie handling
- Status code reference object
- Removed `Response.cached`
- Added `Response.request`
- All args are kwargs
- Relative redirect support
- `HTTPError` handling improvements
- Improved https testing
- Bugfixes

0.5.1 (2011-07-23)

- International Domain Name Support!
- Access headers without fetching entire body (`read()`)
- Use lists as dicts for parameters
- Add Forced Basic Authentication
- Forced Basic is default authentication type
- `python-requests.org` default User-Agent header
- `CaseInsensitiveDict` lower-case caching
- `Response.history` bugfix

0.5.0 (2011-06-21)

- PATCH Support
- Support for Proxies
- HTTPBin Test Suite
- Redirect Fixes
- `settings.verbose` stream writing
- `Querystrings` for all methods
- `URLerrors` (`Connection Refused`, `Timeout`, `Invalid URLs`) are treated as explicitly raised

```
`r.requests.get('hwe://blah'); r.raise_for_status()`
```

0.4.1 (2011-05-22)

- Improved Redirection Handling
- New 'allow_redirects' param for following non-GET/HEAD Redirects
- Settings module refactoring

0.4.0 (2011-05-15)

- Response.history: list of redirected responses
- Case-Insensitive Header Dictionaries!
- Unicode URLs

0.3.4 (2011-05-14)

- Urllib2 HTTPAuthentication Recursion fix (Basic/Digest)
- Internal Refactor
- Bytes data upload Bugfix

0.3.3 (2011-05-12)

- Request timeouts
- Unicode url-encoded data
- Settings context manager and module

0.3.2 (2011-04-15)

- Automatic Decompression of GZip Encoded Content
- AutoAuth Support for Tupted HTTP Auth

0.3.1 (2011-04-01)

- Cookie Changes

-

Response.read()

- Poster fix

0.3.0 (2011-02-25)

- Automatic Authentication API Change

- Smarter Query URL Parameterization
- Allow file uploads and POST data together
-

New Authentication Manager System

- : - Simpler Basic HTTP System
- Supports all built-in urllib2 Auths
- Allows for custom Auth Handlers

0.2.4 (2011-02-19)

- Python 2.5 Support
- PyPy-c v1.4 Support
- Auto-Authentication tests
- Improved Request object constructor

0.2.3 (2011-02-15)

-

New HTTPHandling Methods

- : - Response.__nonzero__ (false if bad HTTP Status)
- Response.ok (True if expected HTTP Status)
- Response.error (Logged HTTPError if bad HTTP Status)
- Response.raise_for__status() (Raises stored HTTPError)

0.2.2 (2011-02-14)

- Still handles request in the event of an HTTPError. (Issue \#2)
- Eventlet and Gevent Monkeypatch support.

-

Cookie Support (Issue \#1)

0.2.1 (2011-02-14)

- Added file attribute to POST and PUT requests for multipart-encode file uploads.
- Added Request.url attribute for context and redirects

0.2.0 (2011-02-14)

- Birth!

0.0.1 (2011-02-13)

- Frustration
- Conception

Vulnerability Disclosure

If you think you have found a potential security vulnerability in requests, please email [Nate](mailto:nate.prewitt@gmail.com) and [Seth](mailto:sethmichaellarson@gmail.com) directly.

****Do not file a public issue.****

Our PGP Key fingerprints are:

- 8722 7E29 AD9C FF5C FAC3 EA6A 44D3 FF97 B80D C864 ([@nateprewitt](https://keybase.io/nateprewitt))

- EDD5 6765 A9D8 4653 CBC8 A134 51B0 6736 1740 F5FC ([@sethmlarson](https://keybase.io/sethmlarson))

You can also contact us on [Keybase](https://keybase.io) with the profiles above if desired.

If English is not your first language, please try to describe the problem and its impact to the best of your ability. For greater detail, please use your native language and we will try our best to translate it using online services.

Please also include the code you used to find the problem and the shortest amount of code necessary to reproduce it.

Please do not disclose this to anyone else. We will retrieve a CVE identifier if necessary and give you full credit under whatever name or alias you provide. We will only request an identifier when we have a fix and can publish it in a release.

We will respect your privacy and will only publicize your involvement if you grant us permission.

Process

This following information discusses the process the requests project follows in response to vulnerability disclosures. If you are disclosing a vulnerability, this section of the documentation lets you know how we will respond to your disclosure.

Timeline

When you report an issue, one of the project members will respond to you within two days *at the outside*. In most cases responses will be faster, usually within 12 hours. This initial response will at the very least confirm receipt of the report.

If we were able to rapidly reproduce the issue, the initial response will also contain confirmation of the issue. If we are not, we will often ask for more information about the reproduction scenario.

Our

goal is to have a fix for any vulnerability released within two weeks of the initial disclosure. This may potentially involve shipping an interim release that simply disables function while a more mature fix can be prepared, but will in the vast majority of cases mean shipping a complete release as soon as possible.

Throughout the fix process we will keep you up to speed with how the fix is progressing. Once the fix is prepared, we will notify you that we believe we have a fix. Often we will ask you to confirm the fix resolves the problem in your environment, especially if we are not confident of our reproduction scenario.

At this point, we will prepare for the release. We will obtain a CVE number if one is required, providing you with full credit for the discovery. We will also decide on a planned release date, and let you know when it is. This release date will *always* be on a weekday.

At this point we will reach out to our major downstream packagers to notify them of an impending security-related patch so they can make arrangements. In addition, these packagers will be provided with the intended patch ahead of time, to ensure that they are able to promptly release their downstream packages. Currently the list of people we actively contact *ahead of a public release* is:

- Jeremy Cline, Red Hat (@jeremycline)
- Daniele Tricoli, Debian (@eriol)

We will notify these individuals at least a week ahead of our planned release date to ensure that they have sufficient time to prepare. If you believe you should be on this list, please let one of the maintainers know at one of the email addresses at the top of this article.

On release day, we will push the patch to our public repository, along with an updated changelog that describes the issue and credits you. We will then issue a PyPI release containing the patch.

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We kindly ask you to only use these themes in an unmodified manner just for Flask and Flask-related products, not for unrelated projects. If you like the visual style and want to use it for your own projects, please consider making some larger changes to the themes (such as changing font faces, sizes, colors or margins).

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exclude: 'docs/ext/'

repos:

- repo: <https://github.com/pre-commit/pre-commit-hooks>

rev: v4.4.0

hooks:

- id: check-yaml

- id: debug-statements

- id: end-of-file-fixer

- id: trailing-whitespace

- repo: <https://github.com/PyCQA/isort>

rev: 5.12.0

```

hooks:
  - id: isort
- repo: https://github.com/psf/black
  rev: 23.7.0
  hooks:
    - id: black
      exclude: tests/test_lowlevel.py
- repo: https://github.com/asottile/pyupgrade
  rev: v3.10.1
  hooks:
    - id: pyupgrade
      args: [--py37-plus]
- repo: https://github.com/PyCQA/flake8
  rev: 6.1.0
  hooks:
    - id: flake8
[req]
req_extensions = v3_req
distinguished_name = req_distinguished_name
prompt=no

[req_distinguished_name]
C = US
ST = DE
O = Python Software Foundation
OU = python-requests
CN = localhost

[v3_req]
# Extensions to add to a certificate request
basicConstraints = CA:FALSE
keyUsage = digitalSignature, keyEncipherment
extendedKeyUsage = serverAuth
subjectAltName = @alt_names

[alt_names]
DNS.1 = *.localhost
DNS.1 = localhost
IP.1 = 127.0.0.1
IP.2 = ::1
name: Lint code

on: [push, pull_request]

permissions:
  contents: read

jobs:

```

lint:

runs-on: ubuntu-20.04

timeout-minutes: 10

steps:

- uses: actions/checkout@8ade135a41bc03ea155e62e844d188df1ea18608 # v4.1.0

- name: Set up Python

uses: actions/setup-python@82c7e631bb3cdc910f68e0081d67478d79c6982d # v5.1.0

with:

python-version: "3.x"

- name: Run pre-commit

uses: pre-commit/action@646c83fcd040023954eafda54b4db0192ce70507 # v3.0.0

Pinning to avoid unexpected breakages.

Used by RTD to generate docs.

Sphinx==7.2.6

-----BEGIN CERTIFICATE-----

MIIDWzCCAAkMCFA9wdtNh/V99DRwYp8vXjPxSjJnWMA0GCSqGSIb3DQEBCwUAMGox
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-----END

CERTIFICATE-----

-----BEGIN PRIVATE KEY-----

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CERTIFICATE REQUEST-----
# Requests

```

****Requests**** is a simple, yet elegant, HTTP library.

```

```python
>>> import requests
>>> r = requests.get('https://httpbin.org/basic-auth/user/pass', auth=('user', 'pass'))
>>> r.status_code
200
>>> r.headers['content-type']
'application/json; charset=utf8'
>>> r.encoding
'utf-8'
>>> r.text
'{"authenticated": true, ...}'
>>> r.json()

```

```
{'authenticated': True, ...}
...
```

Requests allows you to send HTTP/1.1 requests extremely easily. There's no need to manually add query strings to your URLs, or to form-encode your `PUT` & `POST` data but nowadays, just use the `json` method!

Requests is one of the most downloaded Python packages today, pulling in around `30M downloads / week` according to GitHub, Requests is currently [depended upon](https://github.com/psf/requests/network/dependents?package\_id=UGFja2FnZS01NzA4OTExNg%3D%3D) by `1,000,000+` repositories. You may certainly put your trust in this code.

```
[![Downloads](https://static.pepy.tech/badge/requests/month)](https://pepy.tech/project/requests)
[![Supported
Versions](https://img.shields.io/pypi/pyversions/requests.svg)](https://pypi.org/project/requests)
[![Contributors](https://img.shields.io/github/contributors/psf/requests.svg)](https://github.com/psf/requests/graphs/contributors)
```

## ## Installing Requests and Supported Versions

Requests is available on PyPI:

```
```console
$ python -m pip install requests
```
```

Requests officially supports Python 3.8+.

## ## Supported Features & Best Practices

Requests is ready for the demands of building robust and reliable HTTPspeaking applications, for the needs of today.

- Keep-Alive & Connection Pooling
- International Domains and URLs
- Sessions with Cookie Persistence
- Browser-style TLS/SSL Verification
- Basic & Digest Authentication
- Familiar `dict`-like Cookies
- Automatic Content Decompression and Decoding
- Multi-part File Uploads
- SOCKS Proxy Support
- Connection Timeouts
- Streaming Downloads
- Automatic honoring of `.netrc`
- Chunked HTTP Requests

## ## API Reference

and User Guide available on [\[Read the Docs\]\(https://requests.readthedocs.io\)](https://requests.readthedocs.io)

[\[!\[Read the Docs\]\(https://raw.githubusercontent.com/psf/requests/main/ext/ss.png\)\]\(https://requests.readthedocs.io\)](https://raw.githubusercontent.com/psf/requests/main/ext/ss.png)

## ## Cloning the repository

When cloning the Requests repository, you may need to add the `-c fetch.fsck.badTimezone=ignore`` flag to avoid an error about a bad commit (see [\[this issue\]\(https://github.com/psf/requests/issues/2690\)](https://github.com/psf/requests/issues/2690) for more background):

```
```shell
git clone -c fetch.fsck.badTimezone=ignore https://github.com/psf/requests.git
```
```

You can also apply this setting to your global Git config:

```
```shell
git config --global fetch.fsck.badTimezone ignore
```
```

---

[\[!\[Kenneth Reitz\]\(https://raw.githubusercontent.com/psf/requests/main/ext/kr.png\)\]\(https://kennethreitz.org\)](https://raw.githubusercontent.com/psf/requests/main/ext/kr.png)

[\[!\[Python Software](https://raw.githubusercontent.com/psf/requests/main/ext/psf.png)

[Foundation\]\(https://raw.githubusercontent.com/psf/requests/main/ext/psf.png\)\]\(https://www.python.org/psf\)](https://raw.githubusercontent.com/psf/requests/main/ext/psf.png)

[\[req\]](#)

`req_extensions = v3_req`

`distinguished_name = req_distinguished_name`

`prompt=no`

`[req_distinguished_name]`

`C = US`

`ST = DE`

`O = Python Software Foundation`

`OU = python-requests`

`CN = requests`

`[v3_req]`

`# Extensions to add to a certificate request`

`basicConstraints = CA:FALSE`

`keyUsage = digitalSignature, keyEncipherment`

`extendedKeyUsage = clientAuth`

`subjectAltName = @alt_names`

`[alt_names]`

`DNS.1 = *.localhost`

`IP.1 = 127.0.0.1`

`IP.2 = ::1`

URI.1 = spiffe://trust.python.org/v0/maintainer/sigmavirus24/project/requests/org/psf  
URI.2 = spiffe://trust.python.org/v1/maintainer:sgmavirus24/project:requests/org:psf  
URI.3 = spiffe://trust.python.org/v1/maintainer=sgmavirus24/project=requests/org=psf  
# Contribution Guidelines

Before opening any issues or proposing any pull requests, please read our [Contributor's Guide](https://requests.readthedocs.io/en/latest/dev/contributing/).

To get the greatest chance of helpful responses, please also observe the following additional notes.

## ## Questions

The GitHub issue tracker is for *bug reports* and *feature requests*. Please do not use it to ask questions about how to use Requests. These questions should instead be directed to [Stack Overflow](https://stackoverflow.com/). Make sure that your question is tagged with the ``python-requests`` tag when asking it on Stack Overflow, to ensure that it is answered promptly and accurately.

## ## Good Bug Reports

Please be aware of the following things when filing bug reports:

1. Avoid raising duplicate issues. *Please* use the GitHub issue search feature to check whether your bug report or feature request has been mentioned in the past. Duplicate bug reports and feature requests are a huge maintenance burden on the limited resources of the project. If it is clear from your report that you would have struggled to find the original, that's ok, but if searching for a selection of words in your issue title would have found the duplicate then the issue will likely be closed extremely abruptly.
2. When filing bug reports about exceptions or tracebacks, please include the *complete* traceback. Partial tracebacks, or just the exception text, are not helpful. Issues that do not contain complete tracebacks may be closed without warning.
3. Make sure you provide a suitable amount of information to work with. This means you should provide:

- Guidance on *how to reproduce the issue*. Ideally, this should be a *small* code sample that can be run immediately by the maintainers. Failing that, let us know what you're doing, how often it happens, what environment you're using, etc. Be thorough: it prevents us needing to ask further questions.
- Tell us *what you expected to happen*. When we run your example code, what are we expecting to happen? What does "success" look like for your code?
- Tell us *what actually happens*. It's not helpful for you to say "it doesn't work" or "it fails". Tell us *how* it fails: do you get an exception? A hang? A non-200 status code? How was the actual result

different from your expected result?

- Tell us **\*\*what version of Requests you're using\*\***, and **\*\*how you installed it\*\***. Different versions of Requests behave differently and have different bugs, and some distributors of Requests ship patches on top of the code we supply.

If you do not provide all of these things, it will take us much longer to fix your problem. If we ask you to clarify these and you never respond, we will close your issue without fixing it.

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zSpr+RHeZ0y+q4eik2ZNUGg4XcF6JsJ9yu/AqLBXxd38uLdFfgyhP2y6K628yzgy  
e6lzFyWnAgMBAAECggEAFwzHhzcD3PQDWCus85PwZoxTeQ817BmUBGpBBOKM0gLG  
GCsT7XsmGP2NjICBy9OK+QTKawmb/wR5XK00MUWDHXqtWn+NFIyojyo8+HEeCf8n  
4ZleTFHLnJ+d2N1etbc2qc9mY3tjpaqr8/0Tol9YH06ock1TY2+IO+a5HvMURnY  
hcWs70CamL+5B/6n67DhjzMtIW3dIXuEEceM1BW/jW8SKq0JHpQ3t+OJwID7zFaJ  
bLyOwAVheMzVGvN3yphf8tl3tMA65bNjdOzgOfZSjAy7EGjW3DyAoIdw9jKLRYu  
E0gw/exNGe618oMIeUDv0KParL4RjdiUP8l0xYOwQKBgQD3eYj9rWeqZquI9vKP  
gaSv6urb2UJLNgShZUpEZRNjgBO+Ewiof0w8tpQdsnuMvWudxMLbzgiUNA+NyC/K  
CpzIXFkWNWx+A/pxs8ZO8moOfajVRayJgeOLsQZb7c4fXGsVGApbN4+cPNhTNG6d  
ucErv6tae/SzAzclC5Vkw/ELxwKBgQDOdJ5Wl5JeKAvU/3kF6+MYWCrXxZqMjoHS  
y1BtyMX5RbdaWTCfDUu1aV3qJOjjWQ9DJDJQcEsRtjOpD4bVdZx4w/XEG0JXAa3  
jRypVHGdeG/TjhUGJA8U+KX3a1DkcdqM9pqFYRw5Ie95Wz9YRroI+YkixqpK8d7W  
C+5BodxXIQKBgCk8Lv9V7XgPM3XW8APJbk+BrTCEuu8unUbnQcCztssAdEmvknB  
PErBgVyRaNTCmzPmnTFS20sWgaD2QkBAFG+uM4n5ISK+NvTLJ7fv3IwdlAw1V9Jx  
uiCElrKqpTXEiHMzVkZss5ks6j6y9duCIBXSEhM5pERPvNRDphjsLTXxAoGARSNC  
nyb1Kjjo9XR0V+pNy6pC9q1C+00B5tCVZ55zxe114Hi70pfGQcM+YxnlAoeoCNW9  
mBfAFDESNAIGjyroIzYkiH7EcZSrYdBEOepgJ2DfWo4Wi0bK9+03K2AknAaS1iO  
GJqTtAJMSuymwu40gKroJNA42Q40nKO0LyCARGECgYEAiFRHkblBtStv22SpZxNC  
jim9yuM0ikh7Ij1lEHysc/GWb2RQNxQVvk54BU2kQ0d9xwMZQTKvpF3VE9t7uGdwt  
AasWPr/tWYt35UD0D4bNlagJJ4XdsIf8n1nkq3qqqDQbd7kkQRgwGzVr0uVg7ZfS  
26qSPQ0/aF9nagb5eHX3AuU=

-----END

PRIVATE KEY-----

---

name: Bug report

about: Create a report to help us improve

---

<!-- Summary. -->

## Expected Result

<!-- What you expected. -->

## Actual Result

<!-- What happened instead. -->

## Reproduction Steps

```
```python
import requests

...

```

System Information

```
$ python -m requests.help

```json
{
 "paste": "here"
}
...

```

<!-- This command is only available on Requests v2.16.4 and greater. Otherwise, please provide some basic information about your system (Python version, operating system, &c). -->

-----BEGIN PRIVATE KEY-----

MIIEvAIBADANBgkqhkiG9w0BAQEFAASCBywggSiAgEAAoIBAQDJ94kMnE41M6Si  
QoUTZHJt91AdvNnFMKcXqijeGoR8QaUtPR0YZHEGDu8hKxFEMM0JwUBHCKc83iDG  
SKh7gpIJ8ko3hCXfeQCMzcxsqCy5EudU3CcIEb/NwL0/JYwPPLPYd/Khk8uP0wsS  
YH++qXxyLgtaqCIUIdwLh4/ZzsSGS1LK3Q21hVqC6iklck28vkV70gKaQEfnLgQm  
lkrUOsRTkZ+PER33Ord9IIA+KwwI8lOlc+qEfKLd15hnStIeNlHaonVFpESWoxG6  
ZAp0El0ttSL31ysRebBagFya4/YlW1H6TT6WmlvCKxwcp4MlfGpmsxmawErLVFUR  
bVq563FhAgMBAAECggEABhWX97JJxN6JFNOjhGzqiPA3R8lrFlv3zhNbODS9u9U  
q404xYBZIKaYhkucLzgNJUBrevhZbsL+V8WJQIH0JlU57nw5ATlJAHa+uqiXraen  
zRhTcLHK28b1AeRUA4LU+YN7jWnnawN075kf9WgjtfoJ0gcDimOkE7uCFjyvpJA  
LG9bG+8enGjvUleKXNngmwP4Sq/GlEdGz9Qy+8ga3mtfAULUWe8haFNZXK8CN3xPp  
wmVqy7QzgH2TGN1p6Dyxib9ksSN/IOg0dShL8zgu+QXDNx2VwmVrI8Vr02vmB//0  
bYxCo5pfICPIFLjL5yo30dvrUfYqF29PperStHGlQKBgQD/TdemlLjJNP0fvSs7  
KEVJj/22YuHK+wurNr2ZFbSdcF3v9sfiwysllmEyGr5cNYA56uUbfG+8VSw7kDlI  
G+6BKK2UdlPH++6RahqWLqo4k6rsNrKq7elj8xG4glJR5qzu2uLpjNwp2BGmIoUI  
eb1NcLfTlMcNCooV8RHjm1Z5WwKBgQDKhHkUPDcJm2/9Ltg2NZQMrCS7o4LV2uAI  
GhGpISfY+SfHkQQNZ9Fvbe6hrFeZs31nAvlTDpPEg/LGSVKA5I2EZT9gWzAQU1TD  
CyoL4xqqWFWlwze7w+RLYqX5LtXf7NJg2m5p+ZOoOzzqvTVpodDxqTlCNp2/6ICP  
vAlvWhbA8wKBgAYlr62ZlYHlHrsm6OWRwKlWyDseAmXKyasjtEj9Vs37qKdgg8ub  
+2v6RPjZ3/+EYkQCveV9h4s3WctNW7Rtib6eZh+PADfs5X+m2GEJWpvmIlVxs9+u  
vtHjRmf04FZ9gWh26MPK2no/c51Wc3GSzNYSgrqbeHd963k/xrh+QwTFAoGAZZjb  
3UjwG4O9RPjyhCKQ6WKA8v9urbamWaoqXfziLrmgOUAJFmiU6x/tbXI2aEdhjAIz  
7nULsLS5YLx8BWmjjV3106dYP3hut4KsXGF4iSjTnts25J27tA4DUeUrKrF2QVyT  
s9qfNvCw+Np/J0Uku3e33/3iWdpcVL9vIS5C5/0CgYBEuxb3dffNRqEiNkpOUrCD  
mQTqbO3X+hin9zT3GrxQE+7KpfCfdDIqdK6c5UWHirR3HUjUPZmIFLSx8msfLI3k  
hgQw37NMV+asg0Wy3P908qbntEA2P6aDOMQeHJoC7qEHIDOCQ1KP3FMvOrdscwS

```

f0IIDygTH6fYr329s0iXjg==
-----END
PRIVATE KEY-----

[req]
default_bits = 2048
prompt = no
default_md = sha256
encrypt_key = no
distinguished_name = dn

[dn]
C = US # country code
O = Python Software Foundation # organization
OU = python-requests # organization unit/department
CN = Self-Signed Root CA # common name / your cert name
For most projects, this workflow file will not need changing; you simply need
to commit it to your repository.
#
You may wish to alter this file to override the set of languages analyzed,
or to provide custom queries or build logic.
name: "CodeQL"

on:
 push:
 branches: [main]
 pull_request:
 # The branches below must be a subset of the branches above
 branches: [main]
 schedule:
 - cron: '0 23 * * 0'

permissions:
 contents: read

jobs:
 analyze:
 permissions:
 actions: read # for github/codeql-action/init to get workflow details
 contents: read # for actions/checkout to fetch code
 security-events: write # for github/codeql-action/autobuild to send a status report
 name: Analyze
 runs-on: ubuntu-latest

 strategy:
 fail-fast: false

 steps:

```



```

- name: Checkout repository
 uses: actions/checkout@8ade135a41bc03ea155e62e844d188df1ea18608 # v4.1.0
 with:
 # We must fetch at least the immediate parents so that
 if this is
 # a pull request then we can checkout the head.
 fetch-depth: 2

If this run was triggered by a pull request event, then checkout
the head of the pull request instead of the merge commit.
- run: git checkout HEAD^2
 if: ${ { github.event_name == 'pull_request' } }

Initializes the CodeQL tools for scanning.
- name: Initialize CodeQL
 uses: github/codeql-action/init@df5a14dc28094dc936e103b37d749c6628682b60 # v3.25.0
 with:
 languages: "python"
 # If you wish to specify custom queries, you can do so here or in a config file.
 # By default, queries listed here will override any specified in a config file.
 # Prefix the list here with "+" to use these queries and those in the config file.
 # queries: ./path/to/local/query, your-org/your-repo/queries@main

Autobuild attempts to build any compiled languages (C/C++, C#, or Java).
If this step fails, then you should remove it and
run the build manually (see below)
- name: Autobuild
 uses: github/codeql-action/autobuild@df5a14dc28094dc936e103b37d749c6628682b60 # v3.25.0

Command-line programs to run using the OS shell.
https://git.io/JvXDI

If the Autobuild fails above, remove it and uncomment the following three lines
and modify them (or add more) to build your code if your project
uses a compiled language

#- run: |
make bootstrap
make release

- name: Perform CodeQL Analysis
 uses: github/codeql-action/analyze@df5a14dc28094dc936e103b37d749c6628682b60 # v3.25.0
You can configure git to automatically use this file with the following config:
git config --global blame.ignoreRevsFile .git-blame-ignore-revs

Add automatic code formatting to Requests
2a6f290bc09324406708a4d404a88a45d848ddf9

```

```

version: 2
updates:
 - package-ecosystem: github-actions
 directory: /
 schedule:
 interval: weekly
 ignore:
 # Ignore all patch releases as we can manually
 # upgrade if we run into a bug and need a fix.
 - dependency-name: "*"
 update-types: ["version-update:semver-patch"]
name: 'Lock Threads'

on:
 schedule:
 - cron: '0 0 * * *'

permissions:
 issues: write
 pull-requests: write

jobs:
 action:
 if: github.repository_owner == 'psf'
 runs-on: ubuntu-latest
 steps:
 - uses: dessant/lock-threads@d42e5f49803f3c4e14ffee0378e31481265dda22 # v5.0.0
 with:
 issue-lock-inactive-days: 90
 pr-lock-inactive-days: 90
 -----BEGIN PRIVATE KEY-----
 MIIEvAIBADANBgkqhkiG9w0BAQEFAASCbKYwggSiAgEAAoIBAQCChEKOx377ymuDg
 23By5Re1DHi2RiBKSHr85/ZTZuwP/69lHN7qTQEO//EMEFZ9+ZwezeJJsejjP2HO
 5lQZbcsWok3hbM0wVT+vApkogPvJ8WNFFWFeZBnGLi/1WM9cSZpUsDJ0XCsg0RTt
 O27wfgZQlKQMZxTkfi971oPYxNVSjTm2JcLTkvwYIwxjJXPDT0gRo9TEAY3cWkCr
 BJN4w74GWBTM5KDDA230T7WwLuv81XD2LvYjYYdMBGcxPr5tYTIlp3LncbcrDRNk
 3pbYQk0bRJgkw2vUkteiRGjkt+dgVnLc6+MIW+VLXEpj+zsOZ5/R4d1pofqj9sDy
 DPhtNr1JAgMBAAECggEAIuLzBfXgCvXzlBjL2kMXd7p4EgkN+PEKnKmUr/t40b1Q
 zR6sBQWBX3GeET4fseElSQHQzCQaPNCve4xltm1S4jftFREHP7sTVHHEYWLQxuy/
 Uwkewj5927CI6ERgg82YfVP91bjaA/u5I+pt7O7rKLyNbPdN7fEMEW+FNUhpiVvg
 JMrcK1BCFL6pmIT21LyTwkacMKZSPko58pWE24MA9aSCHk6cXdwQWQK0AfQT3XGT
 C4I0hRed7LgqMH+gMuhpakiO13t8yTwxt2iQC9+aa4oSHD3BOi/CwIWfe1mHwmlr
 cj4Kof1JSnK4SVTD16T++PlnWZkF6oaLUNg+/c2C9QKBgQDOFSYIY7+HzinT2hbI
 yTIJCHpp+Iee+WVvvyjdZIPMDINrliHcMfXb0itUdcUO6tz0KYDMDLRC9CSP0ar
 6mBWUTHfAKF2S4JpI9JYI4PNtIpOP1NiYuyJlnh5+ytU1yIeIvl39hmLcRwI9mgz
 njy/D7yEoDCrG1dhcltubKpNXQKBgQDIFAVg0A7MNCxBZDLlk1NAME2JKOSszX8E
 VNucvZD+9l+L9V9BmwwPQdzYifv/dNp3nYn+lxRPPgze3ZWu4+PeDuGudxu0I6ll
 beFdbIcp1wbeQguzHYLjBYJqsMb4Pao5HPInjPu/HWfZlg9oZpJbKVucQwb0nJLX

```

```

lgca9KaE3QKBgA+OUx+g/+0tZ8ThGoUvgsJhzHPBWeNrKfgEcckMdFJrw2PUg3XN
0pf1g4PpwJV7Z5bHcjCda8iR3r2bXydM+tapLF2L+6QIUQPEu3UBwUo+zY3Yg9/S
Xc6I+DEK/4FY9+9UboZaolT/RcF7cCQtVqKJeo58VRAlcTQe4L32H+jVAoGALXX3
Ht9HbXkP1w/YTLej4+LVy0OCag0rPiW13LBqALSkUx3GrhZ3sAPMFVuM6ad4eFNQ
ZouXbsXvkLgSabGYNf11o/mmTtEHjWdhHKQrNgOIqPmixOkAs2quDmXqX79LLTz5
fKkZDny0+wiQqa0cth/4k9HbAQGKj/ej16kdKPUCgYAz08Y39NnJYxRNz3tu/7C6
jKyXKxhuZCZCt3cSWto5Tg0mVVB+2Jk2GhG1hCfZoRCP25R3FFBR1HOJgOc59T7C
LL67FdO0+7mj/WNzHj3+9gyOYQyQgPVDaTmsJLbuzT2S+GpR94ZNliwL2NEa5baG
B/Nb2ruRNj0GgZVw48N4XQ==
-----END
PRIVATE KEY-----
-----BEGIN CERTIFICATE REQUEST-----
MIIDKjCCAaICAQAwbTELMakGA1UEBhMCVVMxCzAJBgNVBAgMAkRFMSMwIQYDVQQK
DBpQeXRob24gU29mdHdhcmUgRm91bmRhdGlvbjEYMBYGA1UECwwPcHl0aG9uLXJl
cXVlc3RzMRIwEAYDVQQDDAIsb2NhbGhvc3QwggEiMA0GCSqGSIb3DQEBAQUAA4IB
DwAwggEKAoIBAQCChEK0x377ymuDg23By5Re1DHi2RiBKSHr85/ZTZuwP/69lHN7q
TQEO//EMEFZ9+ZwezeJJsejjP2HO5lQZbcsWok3hbM0wVT+vApkogPvJ8WNFFWFe
ZBnGLi/1WM9cSZpUsDJ0XCcG0RTtO27wfgZQIKQMZxTkfi971oPYxNVSjTm2JcLT
kvwYIwxjJXPDTOgRo9TEAY3cWkCrBJN4w74GWBtM5KDDA230T7WwLuv81XD2LvYj
YYdMBGcxPr5tYTIlp3LncbcrDRNk3pbYQk0bRJgkw2vUkteiRGjkt+dgVnLc6+MI
W+VLXEj+zsOZ5/R4d1pofqj9sDyDPhtNr1JAgMBAAGgeDB2BgkqhkiG9w0BCQ4x
aTBnMAwGA1UdEwEB/wQCMAAwDgYDVR0PAQH/BAQDAgWgMBYGA1UdJQEB/wQMMAoG
CCsGAQUFBwMBMC8GA1UdEQEB/wQIMCOCCWxvY2FsaG9zdIcEfwAAAAAQAIAAIAAIAA
AAAAAAAAAAAAAAAAATANBgkqhkiG9w0BAQsFAAOCAQEAFtTn5Mn8JXtqB5bGjuiChe
CIA6Y32Co4l7N0CtAlf+bExwLdpLOleTX3WnryIPALl9uBUI/67dy/STn/J1Yn86
jWPEFwpmYNSKgQljYWcwtBdYlWflsJO11kKdaAkOUHBEN5DKrXJ46Vs4918bD1/Q
6ztqdrThiKc646u9xB58Hg7F0IyMWbHfs0x16ZpcN9otrIkbqOE2wzTmc65O1t1i
HdljcSk7OnNy3a9wtLEnyPiyMqHf2k/bTlmiDRVe3cSy9xieoqmzHTnOCSASe1y9
7lcEBQild18Jo4nACV4vCYOUwrMi/58LWW+ld6OmMnPiWUqOvMbgMffMNDpWPA==
-----END
CERTIFICATE REQUEST-----
Read the Docs configuration file for Sphinx projects
See https://docs.readthedocs.io/en/stable/config-file/v2.html for details

Required
version: 2

Set the OS, Python version and other tools you might need
build:
 os: ubuntu-22.04
 tools:
 python: "3.12"

Build documentation in the "docs/" directory with Sphinx
sphinx:
 configuration: docs/conf.py
 builder: "dirhtml"

```

```
Optionally build your docs in additional formats such as PDF and ePub
formats:
- pdf
- epub
```

```
Optional but recommended, declare the Python requirements required
to build your documentation
See https://docs.readthedocs.io/en/stable/guides/reproducible-builds.html
```

```
python:
install:
- path: .
- requirements: docs/requirements.txt
[req]
req_extensions = v3_req
distinguished_name = req_distinguished_name
prompt=no
```

```
[req_distinguished_name]
C = US
ST = DE
O = Python Software Foundation
OU = python-requests
CN = localhost
```

```
[v3_req]
Extensions to add to a certificate request
basicConstraints = critical, CA:FALSE
keyUsage = critical, digitalSignature, keyEncipherment
extendedKeyUsage = critical, serverAuth
subjectAltName = critical, @alt_names
```

```
[v3_ca]
Extensions to add to a certificate request
basicConstraints = critical, CA:FALSE
keyUsage = critical, digitalSignature, keyEncipherment
extendedKeyUsage = critical, serverAuth
subjectAltName = critical, @alt_names
```

```
[alt_names]
DNS.1 = *.localhost
DNS.1 = localhost
IP.1 = 127.0.0.1
IP.2 = ::1

name: Request for Help
about: Guidance on using Requests.
labels:
- "Question/Not a bug"
```

- "actions/autoclose-qa"

---

Please refer to our [Stack Overflow tag](https://stackoverflow.com/questions/tagged/python-requests) for guidance.

custom: ['https://www.python.org/psf/sponsorship/']

# Expired Certificates and Configuration for Testing

This has a valid certificate authority in [ca](./ca) and an invalid server certificate in [server](./server).

This can all be regenerated with:

---

make clean

make all

---

# Testing Certificates

This is a collection of certificates useful for testing aspects of Requests' behaviour.

The certificates include:

\* [expired](./expired) server certificate with a valid certificate authority

\* [mtls](./mtls) provides a valid client certificate with a 2 year validity

\* [valid](./valid) has a valid server certificate

[run]

omit = requests/packages/\*

-e .[socks]

pytest>=2.8.0,<9

pytest-cov

pytest-httpbin==2.0.0

httpbin~=0.10.0

trustme

wheel

# Treat each other well

Everyone participating in the `_requests_` project, and in particular in the issue tracker, pull requests, and social media activity, is expected to treat other people with respect and more generally to follow the guidelines articulated in the

[Python Community Code of Conduct](https://www.python.org/psf/codeofconduct/).

name: 'Autoclose Issues'

on:

issues:

types:

- labeled



VVMxIzAhBgNVBAoMGIB5dGhvbiBTb2Z0d2FyZSBGb3VuZGF0aW9uMRgwFgYDVQQLDA9weXRob24tcmlVxdWVzdHMxHDAaBgNVBAMME1NlbGYtU2lnbmVklFJvb3QgQ0GCFA9wdtNh/V99DRwYp8vXjPXSjJnWMA0GCSqGSIb3DQEBCwUAA4IBAQCvH4hiraRvJzYbS/TombP//xfVEWHXDBEYsT5GgWf7GPJ/QtSvv6uJFsK7heqLzf9f+r4Z5xMhYAk0oe/Ge0T30Mo1YaBEqkKuQL9lOMcP69S9uFz2VT6I/76l8qqAu2AFhu74p8fqudwmQyRYo1Ryg4R/SgRhSJKF/ST/2wOusNWSsBe1s8S2PmtOb4dr3cMBGihRuzS DmCQpWjuuE23HXnnYDc/EUAnEEPkLDGcSE9iLq37FPUHcHjqdYIAhmImPBpv2ELftXeRWfxN2hRHpS5Fn3QuAOwFJw5tUcVXojJCJfSpL+Ac97iSjxNaDIplyomauKw1rgbUkSw+9JQ

-----END

CERTIFICATE-----

-----BEGIN CERTIFICATE-----

MIIDWzCCAAkMCFA9wdtNh/V99DRwYp8vXjPXSjJnWMA0GCSqGSIb3DQEBCwUAMGoxCzAJBgNVBAYTAiVTMSMwIQYDVQQKDBpQeXRRob24gU29mdHdhcmUgRm91bmRhdGlvbjEYMBYGA1UECwwPcHl0aG9uLXJlcXVlc3RzMRwwGgYDVQQDDbNTZWxmLVNpZ25lZCB5b290IENBM4XDti0MDMxMjIxMDQwM1oXDTQ0MDMwNzIxMDQwM1owajELMAkGA1UEBhMCVVMxIzAhBgNVBAoMGIB5dGhvbiBTb2Z0d2FyZSBGb3VuZGF0aW9uMRgwFgYDVQQLDA9weXRob24tcmlVxdWVzdHMxHDAaBgNVBAMME1NlbGYtU2lnbmVklFJvb3QgQ0EwggEiMA0GCSqGSIb3DQEBAAQUAA4IBDwAwggEKAoIBAQDHIhe7GLCeSk8RZOKdtmyKns6KdZgGw/LcxPkYvQlu1g0zV8X0DqVr2LdMumWUTNCc9sPdSIAG+HemQp2TmOWUMumMuwDtit9RT0Sb6Eh9svWgjY9ferovPJRfCWUTsA2Ug8uoh0wyEXKna7X6fHt5E3B9vj0+b9a4vDibdBXV11FheLT02/uEmAEJDdP/zeBgVvBhcVyumO6fAGMIWzR2ukhe8z/ma5H9zoi4gZA8nsK6reZUD8+6affnPe+jlt/AdzggTV9jkWmzSpr+RHeZ0y+q4eik2ZNUGg4XcF6JsJ9yu/AqLBXxd38uLdFfgyhP2y6K628yzgye6lzFyWnAgMBAAEwDQYJKoZIhvcNAQELBQADggEBAGymNVTsKSAq8Ju6zV+AWAyVGcUNBmLpgzDA0e7pkVYhHTdWKIGH4GnrRcp0nvnSbr6iq1Ob/8yEUUoRzK55FlwsKt1OLwnZyhfRoSUESoEqpP68vzWEgiYv0QuIWvzNt0YfAAvEgGoc3iri44MelKLn9ZMT8m91nVamA35R8ZjfeAkNp2xcz0a67V0ww6o4wSXRg7o5ZRXYjqZ/9K7SfwUJrV9RciccsjH/MzKbfrx73QwsbPWIFmjzHopdasIO0lDlmgm/r9gKfkbzfKoGCgLZ6an6FlmLftLSXijf/QwtqeSP9fODEE3dzBmnTM3jdoVS53ZegUDWNl14o25v2Kg=

-----END

CERTIFICATE-----

Requests

Copyright 2019 Kenneth Reitz

Summary.

## Expected Result

What you expected.

## Actual Result

What happened instead.

## Reproduction Steps

```python

import requests

...

System Information

```
$ python -m requests.help
```

...

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...

This command is only available on Requests v2.16.4 and greater. Otherwise, please provide some basic information about your system (Python version, operating system, &c).

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1.1537 expect-utils 29.7.0

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1.1538 react 17.0.35

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1.1539 helper-module-transforms 7.26.0

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1.1540 react-query 4.40.1

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1.1541 helper-string-parser 7.25.9

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1.1543 addon-webpack5-compiler-babel 3.0.5

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1.1544 splunk-utils 3.4.0

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1.1545 resolve-extends 19.5.0

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1.1547 plugin-transform-computed-properties

7.25.9

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1.1548 react-search 5.0.0

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1.1549 import-meta-resolve 4.0.0

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1.1550 plugin-transform-class-properties

7.25.9

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1.1552 css-color 2.8.2

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1.1553 message 19.5.0

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1.1554 chai 5.1.2

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1.1555 ajv-compiler 4.0.1

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1.1556 dashboard-search 28.2.0

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1.1557 semver 7.5.6

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1.1558 plugin-bugfix-v8-spread-parameters-in-optional-chaining 7.25.9

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SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

1. License Rights

A. **General Rights.** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. **Copies for On-Premise Products.** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. **Splunk Extensions.** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. **Trials, Evaluations, Beta and Free Licenses.**

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Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

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Test and Development Licenses. For Offerings identified as "**Test and Development**" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

**** 2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates****

A. **Authorized Resellers and Digital Marketplaces.** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. **Splunk Affiliate Distributors.** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from

Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents ("**Third-Party Providers**",) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. ****Service Levels.**** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. ****Connections.**** 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.

C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all

remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. **Specific Offering Terms.** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("**Specific Offering Terms**") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("**DPA**"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. ****Additional Security for Other Hosted Services.**** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. ****Security for On Premises Offerings.**** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("Corporate Security Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. ****Product Development Security.**** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

****10. Our Ethics, Compliance and Corporate Responsibility****

A. **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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. **Anti-Corruption.** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. **Export.** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

****11. Usage Data****

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

****12. Capacity and Usage Verification****

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work

with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. ****Third-Party Extensions on Splunkbase.**** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("**Third Party Products**",) from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of
Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. **Unsupported Splunk Extensions.** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "**Not Supported**". You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "Not Supported" Splunk Extensions, and that your sole remedy will be to remove the "Not Supported" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

16.

Your Compliance

A. **Lawful Use of Offerings.** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. **Registration.** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services,

and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. **Export Compliance.** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. **GovCloud Services.** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("AWS") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. **Acceptable Use.** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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17. Confidentiality

A. **Confidential Information.** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunk's Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy

for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.**** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "Feedback") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless

indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that

Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.****

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 or its Affiliates remedy otherwise fails of its essential purpose.****

****The limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.****

****The foregoing disclaimers of damages will also 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.****

**23. Indemnity**

A. ****Our Indemnification to You.**** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such party's expense.

24. Updates to Offerings

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

25. Governing Law

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after

mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. ****Assignment.**** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. ****U.S. Government Use Terms.**** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data/Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**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.

"**Content Subscription**"

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

"**Documentation**" means the online user guides, documentation and help and training materials published

on Splunk's website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and

other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided

by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here:
https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"Support Services" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("Support Policy") describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "Customer Generated Error"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage

to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. ****Support for Splunk Extensions****

Only Splunk Extensions that are labeled as “****Splunk Supported****” on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as “****Not Supported****,” Splunk will have no support obligations.

7. ****Authorized Support Contacts****

You are entitled to have a certain number of Support Contacts under each Support Program. “****Support Contacts****” means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

Configuration and Implementation Services Exhibit to Splunk General Terms

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and

(c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services (“****Access Documents****”), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. **C&I Services Materials.** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. **Customer Owned Work Product.** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as **Customer Owned Work Product** under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. **Our Ownership.** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. **License Rights.** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. **C&I Services Warranty**

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. **Your Cooperation**

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the **Cooperation**) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any

data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

"**C&I

Services**" means the services outlined in the Statement of Work.

"**C&I Services Materials**" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"**Customer Materials**" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"**Fees**" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"**Intellectual Property Rights**" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"**Personnel**" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

UNRECOGNIZED LICENSE; MD5 sum: db619f9236d8a666bc8bf5106342a02f

1.1563 plugin-transform-modules-umd 7.25.9

1.1563.1 Available under license :

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1.1564 dashboard-ui 28.2.0

1.1564.1 Available under license :

Splunk App End User License Agreement

****READ CAREFULLY:**** SPLUNK LICENSES THIS PROGRAM, TOOL, PLUG-IN, ADD-ON, TECHNICAL ADD-ON, APPLICATION, SOLUTION, LIBRARY, CONTENT, DATA, EXAMPLE MODULE, FILES, COMMAND, SERVICE OR OTHER ITEM OR MATERIAL (THE "APP") TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APP.

1. ****License.**** Subject to the terms and conditions of this Agreement, Splunk grants to you a worldwide, non-exclusive, non-transferable, non-sublicensable license to download and use the App for your internal business purposes and only in connection with the specific Splunk software product or web-based or hosted service identified in materials distributed with the App, with which such App was designed to operate ("Splunk Software"). Therefore, you may use the App only if you are an authorized licensee or customer of the Splunk Software and for the term and within the scope of the license granted for the Splunk Software. This Agreement does not modify or alter the terms of the software license agreement or terms of service delivered with the Splunk Software. Splunk and its licensor(s) own all rights, title and interests to the App, including all intellectual property rights related thereto.

2. ****Additional Rights and Restrictions****. You may copy, modify and redistribute the App or any portions thereof, subject to your compliance with the terms and conditions of this Agreement and particularly the following restrictions: (a) you must distribute the App only as part of an extension, add-on, plug-in, example module, configuration files, function or application developed by you ("Extension") and solely for the purpose of running your Extension in connection with the Splunk Software; (b) any proprietary legends or notices contained in or on the App or any portions thereof cannot be removed or altered; (c) you must comply with any restrictions or requirements for the third-party software (including any open source libraries) included in the App or any portions thereof; (d) you must give appropriate credit to Splunk and indicate if any changes were made to the App in the Extension; (e) you do not make any statement that the Extension is certified or that its performance is guaranteed by Splunk; and (f) you agree to defend and indemnify Splunk and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit

or action by any third party that arises or results from the use or distribution of the Extension, unless such claim, lawsuit or action arose or resulted directly and solely from Splunk Software or the App itself as originally provided to you by Splunk.

3. **Warranty.** THE APP IS FURNISHED ON AN **“AS IS”** BASIS, AND SPLUNK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SPLUNK SPECIFICALLY DOES NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS; WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OF THE APP WILL BE ERROR-FREE OR UNINTERRUPTED, ACCURATE, USEFUL, RELIABLE, OR COMPLETE; OR THAT ALL ERRORS OR DEFECTS IN THE APP WILL BE CORRECTED. NEITHER SPLUNK NOR ITS LICENSOR SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE THE APP. **YOU USE THE APP AT YOUR OWN RISK.**

4. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL SPLUNK OR ITS LICENSOR BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, USE, REVENUE, OR DATA OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY) ARISING OUT OF OR IN CONNECTION WITH USE OF THE APP, WHETHER OR NOT SPLUNK OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE LIABILITY OF SPLUNK OR ITS LICENSOR ARISING OUT OF OR RELATING TO THE APP WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU (IF ANY) FOR SUCH APP.

5. **General.**

This Agreement will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States, without reference to the conflicts-of-laws rules thereof). The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between Splunk and you with respect to the App and may not be modified except by a written instrument executed by you and an authorized representative of Splunk.

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1.1565 react-ui 4.2.0

1.1565.1 Available under license :

Apache License 2.0

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Version 2.0, January 2004
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TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

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3. ****Warranty.**** THE APP IS FURNISHED ON AN " ****AS IS****" BASIS, AND SPLUNK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SPLUNK SPECIFICALLY DOES NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS; WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT

THE OPERATION OF THE APP WILL BE ERROR-FREE OR UNINTERRUPTED, ACCURATE, USEFUL, RELIABLE, OR COMPLETE; OR THAT ALL ERRORS OR DEFECTS IN THE APP WILL BE CORRECTED. NEITHER SPLUNK NOR ITS LICENSOR SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE THE APP. **YOU USE THE APP AT YOUR OWN RISK.**

4. ****Limitation of Liability.**** UNDER NO CIRCUMSTANCES WILL SPLUNK OR ITS LICENSOR BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, USE, REVENUE, OR DATA OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY) ARISING OUT OF OR IN CONNECTION WITH USE OF THE APP, WHETHER OR NOT SPLUNK OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE LIABILITY OF SPLUNK OR ITS LICENSOR ARISING OUT OF OR RELATING TO THE APP WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU (IF ANY) FOR SUCH APP.

5. ****General.****

This Agreement will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States, without reference to the conflicts-of-laws rules thereof). The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between Splunk and you with respect to the App and may not be modified except by a written instrument executed by you and an authorized representative of Splunk.

UNRECOGNIZED LICENSE; MD5 sum: ac0956890d52c267d5955cc0e9de0d43

1.1594 theming 8.6.4

1.1594.1 Available under license :

MIT

1.1595 plugin-transform-logical-assignment-operators 7.25.9

1.1595.1 Available under license :

MIT

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1.1596.1 Available under license :

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1.1597 linux-s390x 0.25.1

1.1597.1 Available under license :

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1.1598 visualization-color-palettes 27.2.1

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SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

1. License Rights

A. ****General Rights.**** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. ****Copies for On-Premise Products.**** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. ****Splunk Extensions.**** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. ****Trials, Evaluations, Beta and Free Licenses.****

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Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide

maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. **Authorized Resellers and Digital Marketplaces.** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. **Splunk Affiliate Distributors.** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a “Splunk Affiliate Distributor”). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents (“Third-Party Providers”) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. **Service Levels.** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be

available for downtime in accordance with the Service Level Schedule.

B. **Connections.** 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.

C. **Your Responsibility for Data Protection.** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. **Refund Upon Termination for Splunk's Breach.** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. **Return of Customer Content.** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. **Specific Offering Terms.** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("DPA"),

located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. ****Security for Hosted Services: Standard Environment.**** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. ****Security for Hosted Services: Premium HIPAA Environment.**** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. ****Additional Security for Other Hosted Services.**** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. ****Security for On Premises Offerings.**** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("**Corporate Security Controls**"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("**ISA**"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. ****Product Development Security.**** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("**SDLC**"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable

efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

****10. Our Ethics, Compliance and Corporate Responsibility****

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrnWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

****11. Usage Data****

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsub licensable right, subject to the terms of these General

Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("Third-Party Extension") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("Third Party Products") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("Third Party Vendor"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any

claim, loss or damage arising out of the use, operation or availability of
Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. ****Unsupported Splunk Extensions.**** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as “****Not Supported.****”; You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any “Not Supported” Splunk Extensions, and that your sole remedy will be to remove the “Not Supported” Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

****16.**

Your Compliance******

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services,
and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country (“Export Laws”) where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services (“****AWS****”) GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a “US Person” as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective

compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunks invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party

payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunks Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the

Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, ****Feedback****) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the ****Miscellaneous**** section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach

is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

22. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the "Payment" section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk's right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

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 limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.

The foregoing disclaimers of damages will also 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.

23. Indemnity

A. **Our Indemnification to You.** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a **Customer Claim**). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. **U.S. Government Use Terms.** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. **Waiver; Severability.** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. **Integration; Entire Agreement.** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. **Force Majeure.** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. **Independent Contractors; No Third-Party Beneficiaries.** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

“CCPA” means the California Consumer Privacy Act of 2018.

“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.

"**Content Subscription**";

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**"; means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**"; means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

"**Documentation**"; means the online user guides, documentation and help and training materials published

on Splunk's website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

"**Enhancements**"; means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**"; means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**"; means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**"; means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices

of third parties.

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

"Nonprofit" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"Offerings" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"Open Source Software" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"Orders" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"PHI Data" means any protected health data, as defined under HIPAA.

"Purchased Offerings" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"Splunkbase" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"Splunk Developer Tool" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided

by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here:

https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html (“**Support Policy**”) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our “Supported Versions” herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a “**Customer Generated Error**”): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. **Support for Splunk Extensions**

Only Splunk Extensions that are labeled as “**Splunk Supported**” on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as “**Not Supported**”, Splunk will have no support obligations.

7. **Authorized Support Contacts**

You are entitled to have a certain number of Support Contacts under each Support Program. “**Support Contacts**” means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

**Configuration and Implementation Services Exhibit to Splunk General Terms**

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will

be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("****Access Documents****"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. ****Customer Owned Work Product.**** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "****Customer Owned Work Product****" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work

(each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. Expenses

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. Prepaid C&I Services

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining prepaid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

Configuration and Implementation Services Definitions Exhibit

"C&I

Services" means the services outlined in the Statement of Work.

"C&I Services Materials" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Personnel" means any employee, consultant, contractor, or subcontractor of Splunk.

"Splunk Preexisting IP" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work

that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"Statement of Work" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

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1.1599.1 Available under license :

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1.1600 react-dom 17.0.26

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1.1601 helper-wasm-bytecode 1.11.6

1.1601.1 Available under license :

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1.1602 stream-to-array 2.3.3

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SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

1. License Rights

A. **General Rights.** You have the nonexclusive, worldwide, nontransferable and nonsub licensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. **Copies for On-Premise Products.** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. **Splunk Extensions.** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. **Trials, Evaluations, Beta and Free Licenses.**

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Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

**** 2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates ****

A. Authorized Resellers and Digital Marketplaces. If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. Splunk Affiliate Distributors. Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents (“Third-Party Providers”) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. **Service Levels.** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. **Connections.** 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.

C. **Your Responsibility for Data Protection.** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. **Refund Upon Termination for Splunk's Breach.** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. **Return of Customer Content.** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. **Specific Offering Terms.** Specific security controls and certifications, data policies, service descriptions,

Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("**Specific Offering Terms**",) are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("**DPA**"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for

unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. ****Security for On Premises Offerings.**** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("****Corporate Security Controls****"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("****ISA****"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. ****Product Development Security.**** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("****SDLC****"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

****10. Our Ethics, Compliance and Corporate Responsibility****

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

****11. Usage Data****

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

****12. Capacity and Usage Verification****

A. ****Certification and Verification.**** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. ****Overages.**** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an

authorized reseller

or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "Customer Extensions").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("Third-Party Extension") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to

grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. ****Splunk As a Reseller.**** When you purchase third party products ("****Third Party Products****",) from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("****Third Party Vendor****"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. ****Unsupported Splunk Extensions.**** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "****Not Supported.****" You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "Not Supported" Splunk Extensions, and that your sole remedy will be to remove the "Not Supported" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

****16.**

Your Compliance******

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to

use your Hosted Services,

and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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.

18. Payment

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. **Fees.** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

B. **Credit Cards.** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. **Taxes.** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

19. Splunk's Warranties

A. **Relationship to Applicable Law.** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

General Corporate Warranty. Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. **Hosted Services Warranty.** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "Feedback") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other

of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that

Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.****

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 or its Affiliates remedy otherwise fails of its essential purpose.****

****The limitation of liability herein will not apply to a party’s infringement of the other party’s intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.****

****The foregoing disclaimers of damages will also 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.****

**23. Indemnity**

A. ****Our Indemnification to You.**** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third partys patent, copyright, trademark or trade secret (a "****Customer Claim****"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

**24. Updates to Offerings**

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

25. Governing Law

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will

be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. ****Assignment.**** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relate. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. ****U.S. Government Use Terms.**** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data/Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**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.

"**Content Subscription**"

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

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

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a

Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms

of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"Support Services" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("Support Policy") describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "Customer Generated Error"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the

Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. ****Support for Splunk Extensions****

Only Splunk Extensions that are labeled as "****Splunk Supported****" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "****Not Supported****", Splunk will have no support obligations.

7. ****Authorized Support Contacts****

You are entitled to have a certain number of Support Contacts under each Support Program. "****Support Contacts****" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and

subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

Configuration and Implementation Services Exhibit to Splunk General Terms

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and

(c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such

subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services (“****Access Documents****”), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I

Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. ****Customer Owned Work Product.**** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as ****Customer Owned Work Product**** under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

"C&I

Services**" means the services outlined in the Statement of Work.

"**C&I Services Materials**" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"**Customer Materials**" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"**Fees**" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"**Intellectual Property Rights**" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"**Personnel**" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

UNRECOGNIZED LICENSE; MD5 sum: 2e6e89ad90c1a5688170d19b237d2eee

1.1604 plugin-transform-regenerator 7.25.9

1.1604.1 Available under license :

MIT

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1.1605 merge-json-schemas 0.1.1

1.1605.1 Available under license :

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MIT

1.1606 time-range-utils 3.4.1

1.1606.1 Available under license :

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Version 2.0, January 2004

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1.1618 react-icons 4.14.0

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1.1641 plugin-transform-new-target 7.25.9

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1.1642 core 7.29.0

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1.1643 react 16.9.19

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1.1645 jsonlint-lines-primitives 2.0.2

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1.1646 cli-linux-x64-musl 1.9.4

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1.1647 plugin-transform-class-static-block

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1.1648 themes 0.23.0

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1.1649 codegen 2.0.4

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1.1650 moment 0.6.0

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1.1651 base64 1.1.2

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1.1652 cli 19.7.1

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1.1653 hoek 9.3.0

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1.1654 darwin-x64 0.25.1

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1.1655 helper-wasm-section 1.12.1

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1.1656 preset-env 7.28.5

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1.1657 addon-viewport 8.6.4

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1.1658 plugin-transform-duplicate-named-capturing-groups-regex 7.25.9

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1.1659 whoots-js 3.1.0

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1.1660 styled-components 5.1.34

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1.1661 linux-ia32 0.25.1

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1.1662 leb128 1.11.6

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SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

**1. License Rights**

A. ****General Rights.**** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. ****Copies for On-Premise Products.**** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. ****Splunk Extensions.**** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. ****Trials, Evaluations, Beta and Free Licenses.****

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Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-

production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. **Authorized Resellers and Digital Marketplaces.** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. **Splunk Affiliate Distributors.** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a “Splunk Affiliate Distributor”). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents (“Third-Party Providers”) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

4. Hosted Services and Specific Offering Terms

A. ****Service Levels.**** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. ****Connections.**** 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.

C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. ****Specific Offering Terms.**** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: www.splunk.com/SpecificTerms(www.splunk.com/SpecificTerms), and will apply, and be deemed incorporated herein by reference.

****5. Support and Maintenance****

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

****6. Configuration and Implementation Services****

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

****7. Data Protection for Personal Data****

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("DPA"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("SC-SA"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("OS-SA"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. **Security for On Premises Offerings.** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("Corporate Security Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. **Product Development Security.** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains

detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. **Maintaining Protections.** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

**** **9. Use Restrictions** ****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

**** **10. Our Ethics, Compliance and Corporate Responsibility** ****

A. **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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. **Anti-Corruption.** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. **Export.** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export

control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased

Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("**Third Party Products**") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms,

conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. ****Unsupported Splunk Extensions.**** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "****Not Supported.****". You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "****Not Supported****" Splunk Extensions, and that your sole remedy will be to remove the "****Not Supported****" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

****16.**

Your Compliance******

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii)

you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunks invoice or as otherwise stated in the Order.

B. **Credit Cards.** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. **Taxes.** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

19. Splunk's Warranties

A. **Relationship to Applicable Law.** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

General Corporate Warranty. Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. **Hosted Services Warranty.** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. **On-Premises Product Warranty.** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. **Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

20. Ownership

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, ****Feedback****) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the ****Miscellaneous**** section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the**
“Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.******

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 or its Affiliates remedy otherwise fails of its essential purpose.****

****The limitation of liability herein will not apply to a party’s infringement of the other party’s intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.****

****The foregoing disclaimers of damages will also 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.****

****23. Indemnity****

A. ****Our Indemnification to You.**** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party’s patent, copyright, trademark or trade secret (a “****Customer Claim****”). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for

your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relate. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. **U.S. Government Use Terms.** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any

applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"****CCPA****" means the California Consumer Privacy Act of 2018.

"****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.

“Content Subscription”

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

“Delivery” means the date of Splunk’s initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

“Digital Marketplace” means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

“Documentation” means the online user guides, documentation and help and training materials published

on Splunk’s website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

“Enhancements” means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

“Fees” means the fees that are applicable to an Offering, as identified in the Order.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

“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.

“Internal Business Purpose” means your use of an Offering for your own internal business

operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference

guides and other related materials identified and provided

by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here:

https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services

available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**") describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "**Customer Generated Error**"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. **Support for Splunk Extensions**

Only Splunk Extensions that are labeled as "**Splunk Supported**" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "**Not Supported**", Splunk will have no support obligations.

7. **Authorized Support Contacts**

You are entitled to have a certain number of Support Contacts under each Support Program. "**Support**

Contacts" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

**Configuration and Implementation Services Exhibit to Splunk General Terms**

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunks provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. **Our Personnel**

A. **Qualifications.** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. **Personnel Conduct.** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. **Use of Subcontractors.** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. **No Employee Benefits.** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. **Our Background Checks, Security and Compliance Obligations**

A. **Compliance with Your Security Program.** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. **Our Security Practices.** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here www.splunk.com/prof-serv-isa. Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. **Background Checks.** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. **Permissions for Access.** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("**Access Documents**"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. **Your Materials**

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. **C&I Services Materials and Customizations Unique to You**

A. **C&I Services Materials.** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. **Customer Owned Work Product.** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "**Customer Owned Work Product**" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. Expenses

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. Prepaid C&I Services

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

Configuration and Implementation Services Definitions Exhibit

"C&I

Services" means the services outlined in the Statement of Work.

"C&I Services Materials" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Personnel" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

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1.1689 utf8 1.1.0

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1.1690 react-docgen-typescript-plugin 1.0.6--canary.9.0c3f3b7.0

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1.1691 spy 2.0.5

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1.1695 color-name 1.1.5

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1.1696 cli-win32-arm64 1.9.4

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1.1699 web 9.2.6

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1.1701 helper-create-regexp-features-plugin

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1.1704 console 29.7.0

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1.1722 create-cache-key-function 29.7.0

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1.1723 plugin-transform-runtime 7.28.5

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1.1724 moment 0.6.1

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1.1725 themes 0.9.0

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```
package io.nacular.doodle.theme.basic.range
```

```
import io.nacular.doodle.controls.range.Slider
import io.nacular.doodle.controls.theme.range.AbstractSliderBehavior
import io.nacular.doodle.drawing.Canvas
import io.nacular.doodle.drawing.Color.Companion.Blue
import io.nacular.doodle.drawing.Color.Companion.Lightgray
import io.nacular.doodle.drawing.Paint
import io.nacular.doodle.drawing.paint
import io.nacular.doodle.focus.FocusManager
import io.nacular.doodle.geometry.Circle
import io.nacular.doodle.geometry.Rectangle
import io.nacular.doodle.theme.PaintMapper
import io.nacular.doodle.theme.basic.defaultDisabledPaintMapper
import io.nacular.doodle.utils.Orientation.Horizontal
import kotlin.math.max
import kotlin.math.min
```

```
public class BasicSliderBehavior<T>(  
    private val barFill      : (Slider<T>) -> Paint,  
    private val knobFill     : (Slider<T>) -> Paint,  
    private val rangeFill    : ((Slider<T>) -> Paint)? = null,  
    grooveThicknessRatio: Float = 0.6f,  
    private val showTicks    : TickPresentation? = null,  
    focusManager : FocusManager? = null  
) : AbstractSliderBehavior<T>(focusManager) where T: Number, T: Comparable<T> {  
    public constructor(  
        barFill      : Paint = Lightgray.paint,  
        knobFill     : Paint = Blue.paint,  
        rangeFill    : Paint? = null,  
        grooveThicknessRatio: Float = 0.6f,  
        showTicks    : TickPresentation? = null,  
        focusManager : FocusManager? = null): this(barFill = { barFill }, knobFill = { knobFill }, rangeFill =  
        rangeFill?.let { f -> { f } }, grooveThicknessRatio, showTicks, focusManager)  
  
    private val grooveThicknessRatio = max(0f, min(1f, grooveThicknessRatio))  
  
    public var disabledPaintMapper:  
    PaintMapper = defaultDisabledPaintMapper  
  
    override fun render(view: Slider<T>, canvas: Canvas) {
```

```

val grooveRect : Rectangle
var rangeRect : Rectangle? = null
val handleRect : Rectangle

val handleSize = handleSize(view)
val offset = handleSize / 2
val handlePosition = handlePosition(view)

val grooveInset = (1 - grooveThicknessRatio) * when (view.orientation) {
    Horizontal -> view.height
    else -> view.width
}

when (view.orientation) {
    Horizontal -> {
        grooveRect = Rectangle(offset, grooveInset / 2, max(0.0, view.width - handleSize), max(0.0, view.height -
grooveInset))
        handleRect = Rectangle(handlePosition, 0.0, handleSize, handleSize)

        if (rangeFill != null) {
            rangeRect = grooveRect.run { Rectangle(x, y, handlePosition, height) }
        }
    }
    else -> {
        grooveRect = Rectangle(grooveInset / 2, offset, max(0.0, view.width - grooveInset), max(0.0, view.height -
handleSize))
        handleRect = Rectangle(0.0, handlePosition, handleSize, handleSize)

        if (rangeFill != null) {
            rangeRect = grooveRect.run { Rectangle(x, handlePosition, width, view.height - handlePosition -
handleSize / 2) }
        }
    }
}

val grooveRadius = min(grooveRect.width, grooveRect.height) / 2

val clipInfo = showTicks?.let { getSnapClip(view.ticks, view.orientation, grooveRect, grooveRadius, it) }

when (clipInfo) {
    null -> canvas.rect(grooveRect, grooveRadius, adjust(view, barFill(view)))
    else -> canvas.clip(clipInfo.first) {
        rect(grooveRect, grooveRadius, adjust(view, barFill(view)))
    }
}

rangeRect?.let {

```

```

        when (clipInfo) {
            null -> canvas.rect(rangeRect, grooveRadius,
adjust(view, rangeFill!!((view))))
            else -> canvas.clip(clipInfo.first) {
                rect(rangeRect, grooveRadius, adjust(view, rangeFill!!((view))))
            }
        }
    }

    canvas.circle(Circle(handleRect.center, min(handleRect.width, handleRect.height) / 2), adjust(view,
knobFill(view)))
}

private fun adjust(view: Slider<T>, fill: Paint) = if (view.enabled) fill else disabledPainter(fill)
}

```

Found in path(s):

* /themes-0-9-0-sources-jar/commonMain/io/nacular/doodle/theme/basic/range/BasicSliderBehavior.kt

1.1726 search-job 2.0.0

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1.1727 search-job 3.1.0

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1.1728 ui-utils 1.8.0

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1.1741.1 Available under license :

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1.1742 datasources 28.2.0

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Splunk App End User License Agreement

****READ CAREFULLY:**** SPLUNK LICENSES THIS PROGRAM, TOOL, PLUG-IN, ADD-ON, TECHNICAL ADD-ON, APPLICATION, SOLUTION, LIBRARY, CONTENT, DATA, EXAMPLE MODULE, FILES, COMMAND, SERVICE OR OTHER ITEM OR MATERIAL (THE "APP") TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APP.

1. ****License.**** Subject to the terms and conditions of this Agreement, Splunk grants to you a worldwide, non-exclusive, non-transferable, non-sublicensable license to download and use the App for your internal business purposes and only in connection with the specific Splunk software product or web-based or hosted service identified in materials distributed with the App, with which such App was designed to operate ("Splunk Software"). Therefore, you may use the App only if you are an authorized licensee or customer of the Splunk Software and for the term and within the scope of the license granted for the Splunk Software. This Agreement does not modify or alter the terms of the software license agreement or terms of service delivered with the Splunk Software. Splunk and its licensor(s) own all rights, title and interests to the App, including all intellectual property rights related thereto.

2. ****Additional Rights and Restrictions**.** You may copy, modify and redistribute the App or any portions thereof, subject to your compliance with the terms and conditions of this Agreement and particularly the following restrictions: (a) you must distribute the App only as part of an extension, add-on, plug-in, example module, configuration files, function or application developed by you ("Extension") and solely for the purpose of running your Extension in connection with the Splunk Software; (b) any proprietary legends or notices contained in or on the App or any portions thereof cannot be removed or altered; (c) you must comply with any restrictions or requirements for the third-party software (including any open source libraries) included in the App or any portions thereof; (d) you must give appropriate credit to Splunk and indicate if any changes were made to the App in the Extension; (e) you do not make any statement that the Extension is certified or that its performance is guaranteed by Splunk; and (f) you agree to defend and indemnify Splunk and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of the Extension, unless such claim, lawsuit or action arose or resulted directly and solely from Splunk Software or the App itself as originally provided to you by Splunk.

3. ****Warranty.**** THE APP IS FURNISHED ON AN "AS IS" BASIS, AND SPLUNK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SPLUNK SPECIFICALLY DOES NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS;

WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OF THE APP WILL BE ERROR-FREE OR UNINTERRUPTED, ACCURATE, USEFUL, RELIABLE, OR COMPLETE; OR THAT ALL ERRORS OR DEFECTS IN THE APP WILL BE CORRECTED. NEITHER SPLUNK NOR ITS LICENSOR SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE THE APP. **YOU USE THE APP AT YOUR OWN RISK.**

4. ****Limitation of Liability.**** UNDER NO CIRCUMSTANCES WILL SPLUNK OR ITS LICENSOR BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, USE, REVENUE, OR DATA OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY) ARISING OUT OF OR IN CONNECTION WITH USE OF THE APP, WHETHER OR NOT SPLUNK OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE LIABILITY OF SPLUNK OR ITS LICENSOR ARISING OUT OF OR RELATING TO THE APP WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU (IF ANY) FOR SUCH APP.

5. ****General.****

This Agreement will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States, without reference to the conflicts-of-laws rules thereof). The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between Splunk and you with respect to the App and may not be modified except by a written instrument executed by you and an authorized representative of Splunk.

1.1743 certifi 2026.2.25

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This package contains a modified version of ca-bundle.crt:

ca-bundle.crt -- Bundle of CA Root Certificates

This is a bundle of X.509 certificates of public Certificate Authorities (CA). These were automatically extracted from Mozilla's root certificates file (certdata.txt). This file can be found in the mozilla source tree: <https://hg.mozilla.org/mozilla-central/file/tip/security/nss/lib/ckfw/builtins/certdata.txt> It contains the certificates in PEM format and therefore can be directly used with curl / libcurl / php_curl, or with an Apache+mod_ssl webserver for SSL client authentication. Just configure this file as the SSLCACertificateFile.#

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This Source Code Form is subject to the terms of the Mozilla Public License, v. 2.0. If a copy of the MPL was not distributed with this file, You can obtain one at <http://mozilla.org/MPL/2.0/>.

***** END LICENSE BLOCK *****

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SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the

appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

****** 1. License Rights******

A. ****General Rights.**** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. ****Copies for On-Premise Products.**** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. ****Splunk Extensions.**** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. ****Trials, Evaluations, Beta and Free Licenses.****

<ol type="i">

Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval

(email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "**Test and Development**" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. Authorized Resellers and Digital Marketplaces. If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. Splunk Affiliate Distributors. Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

3. Your Contractors and Third-Party Providers

You may permit your authorized consultants, contractors, and agents ("Third-Party Providers") to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such

Capacity.

4. Hosted Services and Specific Offering Terms

- A. ****Service Levels.**** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.
- B. ****Connections.**** 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.
- C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.
- D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.
- E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.
- F. ****Specific Offering Terms.**** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

5. Support and Maintenance

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

6. Configuration and Implementation Services

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased

under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

7. Data Protection for Personal Data

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("**DPA**"),

located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. **Security for On Premises Offerings.** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("**Corporate Security Controls**"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("**ISA**"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. **Product Development Security.** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("**SDLC**"), which

includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunks Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunks program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System (“Medium,” “High,” or “Critical”) and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

****10. Our Ethics, Compliance and Corporate Responsibility****

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMCM4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

****11. Usage Data****

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

****12. Capacity and Usage Verification****

A. ****Certification and Verification.**** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. ****Overages.**** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

****13. Our Use of Open Source****

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our

responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("**Third Party Products**") from Splunk as specified in an Order (which products shall include third party software, but not any support which

Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. **Unsupported Splunk Extensions.** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "Not Supported." You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "Not Supported" Splunk Extensions, and that your sole remedy will be to remove the "Not Supported" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

16.

Your Compliance

A. **Lawful Use of Offerings.** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. **Registration.** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. **Export Compliance.** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunk's Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.**

20. Ownership

A. **Offerings.** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. **Customer Content.** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. **Feedback.** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, “Feedback”) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

21. Term and Termination

A. **Term and Renewal.** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. **Termination.** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. **Survival.** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.****

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 or its Affiliates remedy otherwise fails of its essential purpose.****

****The limitation of liability herein will not apply to a party’s infringement of the other party’s intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.****

****The foregoing disclaimers of damages will also 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.****

****23. Indemnity****

A. ****Our Indemnification to You.**** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party’s patent, copyright, trademark or trade secret (a “****Customer Claim****”). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software

provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. **U.S. Government Use Terms.** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public

as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**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.

"**Content Subscription**"

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

"**Documentation**" means the online user guides, documentation and help and training materials published

on Splunk's website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at

<https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided

by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here:

https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available,

the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**",) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "**Customer Generated Error**"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. **Support for Splunk Extensions**

Only Splunk Extensions that are labeled as "**Splunk Supported**" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "**Not Supported**," Splunk will have no support obligations.

7. **Authorized Support Contacts**

You are entitled to have a certain number of Support Contacts under each Support Program. "**Support Contacts**" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

Defect Resolution

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. **Your Assistance**

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. **Changes to Support Programs**

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

Configuration and Implementation Services Exhibit to Splunk General Terms

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrnWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement

that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("****Access Documents****"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. ****Customer Owned Work Product.**** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "****Customer Owned Work Product****" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in

and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.

- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a **"**Change Order Request**"**). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

**Configuration and Implementation Services Definitions Exhibit**

"C&I**

Services"** means the services outlined in the Statement of Work.

"C&I Services Materials**"** means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials**"** means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees**"** means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"**Intellectual Property Rights**" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"**Personnel**" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

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1.1747 core-linux-x64-musl 1.9.2

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1.1748 babel__generator 7.6.5

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1.1749 core-webpack 8.6.4

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1.1751 helper-skip-transparent-expression-wrappers 7.25.9

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1.1752 freebsd-arm64 0.25.1

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1.1753 punycode.js 2.3.1

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1.1754 source-map 29.6.3

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1.1755 fake-timers 10.3.0

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1.1756 gen-mapping 0.3.5

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1.1757 cli-darwin-x64 1.9.4

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1.1758 wasm-gen 1.12.1

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1.1759 fastify 5.2.1

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1.1760 toolkit 1.9.5

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1.1761 sizzle 2.3.3

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1.1762 types 9.2.6

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1.1763 preset-env 7.26.9

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1.1764 eventemitter 1.1.0

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1.1765 xmldom 0.8.6

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1.1766 json-dup-key-validator 1.0.3

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1.1767 plugin-transform-sticky-regex 7.25.9

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1.1768 plugin-transform-destructuring 7.25.9

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1.1769 core 7.26.9

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1.1770 react-ui 4.38.0

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1.1772 pretty-format 2.0.5

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1.1774 moment 0.7.0

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1.1775 react-toast-notifications 0.11.3

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1.1776 react-time-range 8.0.0

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 * /commons-3-0-0-sources-jar/ptolemaeus/commons/ValidationException.java
 * /commons-3-0-0-sources-jar/ptolemaeus/commons/Parallelism.java
 * /commons-3-0-0-sources-jar/ptolemaeus/commons/Validation.java
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- * /commons-3-0-0-sources-jar/ptolemaeus/commons/BeCareful.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/collections/UnmodifiableLinkedList.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/Blocking.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/NonBlocking.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/ConcurrentMemoizer.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/StringBuilderAppender.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/collections/IStreamable.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/collections/IPartitionable.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/AtomicDouble.java
- * /commons-3-0-0-sources-jar/ptolemaeus/commons/collections/multiindexmap/MultiIndexMap.java
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- /commons-3-0-0-sources-jar/ptolemaeus/commons/collections/multiindexmap/MultiIndexMapValue.java

1.1780 react-page 8.1.0

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1.1805 types 7.26.9

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1.1806 mapbox__point-geometry 0.1.4

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1.1807 lint 19.7.1

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1.1808 plugin-transform-optional-chaining

7.25.9

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1.1809 jexl 2.3.0

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1.1810 polyfill 7.10.1

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1.1811 plugin-bugfix-v8-static-class-fields- redefine-readonly 7.25.9

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1.1812 konva 9.2.6

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1.1813 helper-module-imports 7.25.9

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1.1814 esbuild 0.25.1

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1.1815 addon-essentials 8.6.4

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1.1816 ssh2 1.15.4

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1.1817 dashboard-utils 28.2.0

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1.1818 plugin-transform-parameters 7.25.9

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1.1819 async-dynamic-options-evaluator

27.2.1

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Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("**DPA**"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("**SC-SA**"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("**OS-SA**"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. **Security for On Premises Offerings.** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("**Corporate Security

Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. **Product Development Security.** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. **Maintaining Protections.** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

9. Use Restrictions

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

10. Our Ethics, Compliance and Corporate Responsibility

A. **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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-

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GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

****11. Usage Data****

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

****12. Capacity and Usage Verification****

A. ****Certification and Verification.**** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. ****Overages.**** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

****13. Our Use of Open Source****

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "**Customer Extensions**").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("**Third-Party Extension**") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products (“Third Party Products”) from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor (“Third Party Vendor”), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. **Unsupported Splunk Extensions.** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as “Not Supported.” You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any “Not Supported” Splunk Extensions, and that your sole remedy will be to remove the “Not Supported” Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

16.

Your Compliance

A. **Lawful Use of Offerings.** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. **Registration.** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

18. Payment

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. **Fees.** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

B. **Credit Cards.** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. **Taxes.** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

19. Splunk's Warranties

A. **Relationship to Applicable Law.** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

General Corporate Warranty. Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. **Hosted Services Warranty.** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. **On-Premises Product Warranty.** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace

your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, “Feedback”) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that

Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.****

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 or its Affiliates remedy otherwise fails of its essential purpose.****

****The limitation of liability herein will not apply to a party’s infringement of the other party’s intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.****

****The foregoing disclaimers of damages will also 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.****

****23. Indemnity****

A. ****Our Indemnification to You.**** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third partys patent, copyright, trademark or trade secret (a "****Customer Claim****"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or

modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

25. Governing Law

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may

assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relate. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. ****U.S. Government Use Terms.**** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data/Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"**CCPA**" means the California Consumer Privacy Act of 2018.

"**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.

"**Content Subscription**"

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

"**Documentation**" means the online user guides, documentation and help and training materials published

on Splunk's website (such as at <https://docs.splunk.com/Documentation>) or accessible through the applicable Offering, as may be updated by Splunk from time to time.

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified

in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**",) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a "**Customer Generated Error**"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. ****Support for Splunk Extensions****

Only Splunk Extensions that are labeled as "****Splunk Supported****" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "****Not Supported****", Splunk will have no support obligations.

7. ****Authorized Support Contacts****

You are entitled to have a certain number of Support Contacts under each Support Program. "****Support Contacts****" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

****Configuration and Implementation Services Exhibit to Splunk General Terms****

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services (“Access Documents”), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. ****Customer Owned Work Product.**** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as “****Customer Owned Work Product****” under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the “****Cooperation****”) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.

- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

"C&I

Services" means the services outlined in the Statement of Work.

"C&I Services Materials" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"**Customer Materials**" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"**Fees**" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"**Intellectual Property Rights**" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"**Personnel**" means any employee, consultant, contractor, or subcontractor of Splunk.

"**Splunk Preexisting IP**" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

UNRECOGNIZED LICENSE; MD5 sum: e73a4ef959989b0bef34bf357f34f10f

1.1820 light-my-request 6.3.0

1.1820.1 Available under license :

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* * *

The complete list of contributors can be found at:

- <https://github.com/hapijs/shot/graphs/contributors>
- <https://github.com/fastify/light-my-request/graphs/contributors>

1.1821 time-range-utils 3.3.0

1.1821.1 Available under license :

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1.1822 top-level 19.5.0

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1.1823 visualization-migrations 27.2.1

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****SPLUNK GENERAL TERMS****

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk's Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

**1. License Rights**

A. ****General Rights.**** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. ****Copies for On-Premise Products.**** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. ****Splunk Extensions.**** You may use Splunk Extensions solely in connection with the applicable Purchased

Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. ****Trials, Evaluations, Beta and Free Licenses.****

<ol type="i">

Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

****2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates****

A. ****Authorized Resellers and Digital Marketplaces.**** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the

Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the rights in, or the operation, use or provision of, the Offerings.

B. ****Splunk Affiliate Distributors.**** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a **"**Splunk Affiliate Distributor**"**). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

****3. Your Contractors and Third-Party Providers****

You may permit your authorized consultants, contractors, and agents (**"**Third-Party Providers**"**) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

****4. Hosted Services and Specific Offering Terms****

A. ****Service Levels.**** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. ****Connections.**** 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.

C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content.

You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. ****Specific Offering Terms.**** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: [www.splunk.com/SpecificTerms](www.splunk.com/SpecificTerms), and will apply, and be deemed incorporated herein by reference.

****5. Support and Maintenance****

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

****6. Configuration and Implementation Services****

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

****7. Data Protection for Personal Data****

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("DPA"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

****8. Security****

A. ****Security for Hosted Services: Standard Environment.**** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness

training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("SC-SA"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("OS-SA"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. **Security for On Premises Offerings.** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("Corporate Security Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. **Product Development Security.** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. **Maintaining Protections.** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

9. Use Restrictions

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory

law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

10. Our Ethics, Compliance and Corporate Responsibility

A. ****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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrnWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. ****Anti-Corruption.**** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. ****Export.**** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. ****Certification and Verification.**** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General

Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. ****Overages.**** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

****13. Our Use of Open Source****

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

****14. Splunk Developer Tools and Customer Extensions****

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "****Customer Extensions****").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

****15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions****

A. **Third-Party Extensions on Splunkbase.** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase (“Third-Party Extension”) available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as “certified” or “validated” for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products (“Third Party Products”) from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor (“Third Party Vendor”), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. **Unsupported Splunk Extensions.** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as “Not Supported.” You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any “Not Supported” Splunk Extensions, and that your sole remedy will be to remove the “Not Supported” Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific

Purchased Offering.

**16.

Your Compliance**

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("AWS") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunks invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunks Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "Feedback") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

21. Term and Termination

A. **Term and Renewal.** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating

all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. **Termination.** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that

Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. **Survival.** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. **Suspension of Service.** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

22. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which

the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to

recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.**

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

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 limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.

The foregoing disclaimers of damages will also 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.

23. Indemnity

A. **Our Indemnification to You.** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. **Your Indemnification to Us.** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. **Mutual Indemnity.** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to

any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such party's expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

****26. Use of Customer Name****

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

****27. Miscellaneous****

A. ****Different Terms.**** Splunk expressly rejects terms or conditions in any Customer purchase order or other

similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. ****No Future Functionality.**** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. ****Notices.**** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. ****Assignment.**** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. ****U.S. Government Use Terms.**** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives

of both parties.

H. **Force Majeure.** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. **Independent Contractors; No Third-Party Beneficiaries.** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

CCPA means the California Consumer Privacy Act of 2018.

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.

Content Subscription means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"**Delivery**" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"**Digital Marketplace**" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

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

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**",) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. ****Exclusions****

We will have no obligation to provide support for issues caused by any of the following (each, a "****Customer Generated Error****"): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. ****Support for Splunk Extensions****

Only Splunk Extensions that are labeled as "****Splunk Supported****" on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as "****Not Supported****", Splunk will have no support obligations.

7. ****Authorized Support Contacts****

You are entitled to have a certain number of Support Contacts under each Support Program. "****Support Contacts****" means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that

defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

****Configuration and Implementation Services Exhibit to Splunk General Terms****

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-

RptXmmxNnKzoOJ_p26uX0MwT-

GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w),

which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and

(c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement

that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services (“****Access Documents****”), you agree: (a) that Personnel who will be required to sign Access Documents will sign on

behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. ****Customer Owned Work Product.**** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as “****Customer Owned Work Product****” under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a ****Change Order Request****). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy

and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

"C&I**

Services"** means the services outlined in the Statement of Work.

"C&I Services Materials**"** means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials**"** means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees**"** means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"Intellectual Property Rights**"** means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Personnel**"** means any employee, consultant, contractor, or subcontractor of Splunk.

"Splunk Preexisting IP**"** means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"Statement of Work**"** means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

UNRECOGNIZED LICENSE; MD5 sum: ec5b10beed0e16cccc3059617d236c3f

1.1824 react-dom 16.9.8

1.1824.1 Available under license :

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1.1825 pngjs 6.0.5

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1.1826 doctrine 0.0.9

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1.1827 color-convert 2.0.4

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1.1828 helper-member-expression-to-functions 7.25.9

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1.1829 plugin-transform-exponentiation-operator 7.26.3

1.1829.1 Available under license :

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1.1830 ctrl-keys 1.0.3

1.1830.1 Available under license :

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MIT

1.1831 visualization-context 26.4.1

1.1831.1 Available under license :

SPLUNK GENERAL TERMS

Last Updated: February 10, 2023

These Splunk General Terms ("General Terms") between Splunk Inc., a Delaware corporation, with its principal place of business at 270 Brannan Street, San Francisco, California 94107, U.S.A ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") apply to the purchase of licenses and subscriptions for Splunk Offerings. By clicking on the appropriate button, or by downloading, installing, accessing or using the Offerings, you agree to these General Terms. If you are entering into these General Terms on behalf of Customer, you represent that you have the authority to bind Customer. If you do not agree to these General Terms, or if you are not authorized to accept the General Terms on behalf of the Customer, do not download, install, access, or use any of the Offerings.

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

1. License Rights

A. **General Rights.** You have the nonexclusive, worldwide, nontransferable and nonsublicensable right, subject to payment of applicable Fees and compliance with the terms of these General Terms, to use your Purchased Offerings for your Internal Business Purposes during the Term and up to the Capacity purchased.

B. **Copies for On-Premise Products.** You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

C. **Splunk Extensions.** You may use Splunk Extensions solely in connection with the applicable Purchased Offering subject to the same terms and conditions for that Offering (including with respect to Term) and payment of any Fees associated with the Splunk Extensions. Some Splunk Extensions may be made available under license terms that provide broader rights than the license rights you have to the applicable underlying Offering (e.g., if the Extension is Open Source Software). These broader rights will apply to that Splunk Extension. Splunk Extensions may be installed on Hosted Services pursuant to our instructions.

D. **Trials, Evaluations, Beta and Free Licenses.**

<ol type="i">

Trials and Evaluations. Offerings provided for trials and evaluations are provided at no charge, and their use will be for a limited duration.

Beta Licenses. Some Offerings and features may be available to you as a preview, or as an alpha, beta or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by us, and if no term is specified, then for the earlier of one year from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. We may discontinue the Beta Offering at any time and may decide not to make any of the features and

functionality generally available.

Free Licenses. From time to time, we may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge. These free Offerings may have limited features, functions, and other technical limitations.

Donated Offerings. Donated Offerings are free limited Offerings donated to qualifying Nonprofits under a Splunk donation program. By procuring and making use of a Donated Offering, you hereby represent and warrant that you are a lawfully organized Nonprofit, and you agree to provide verification of your nonprofit status to Splunk upon request. At Splunk's request, you agree: (a) to publish a press release and case study on your use of the Donated Offering; and (b) to be interviewed for the production of a Splunk customer video that will accompany the press release and case study. Splunk will draft and edit all content in collaboration with you and will obtain your edits and

written approval (email is sufficient) prior to publication, and such approval will not be unreasonably withheld. You will allow Splunk to reference your Nonprofit and leading spokespeople in press releases with your written approval (email is sufficient). Splunk may use your name and logo on sales presentations, websites, and other marketing collateral without your prior approval.

Test and Development Licenses. For Offerings identified as "Test and Development" Offerings on your Order, you only have the right to use those Offerings up to the applicable Capacity on a non-production system for non-production uses, including product migration testing or pre-production staging, or testing new data sources, types, or use cases. Test and Development Offerings may not be used for any revenue generation, commercial activity, or other productive business or purpose.

Limitations. Notwithstanding anything to the contrary in these General Terms, we do not provide maintenance and support, warranties, service level commitments, or indemnification for Test and Development Offerings, trials, evaluations, or free or Beta Offerings.

2. Purchasing Through Authorized Resellers, Digital Marketplaces, and Splunk Affiliates

A. ****Authorized Resellers and Digital Marketplaces.**** If you purchase Offerings through a Splunk authorized reseller or Digital Marketplace, these General Terms will govern those Offerings. Your payment obligations for the Purchased Offerings will be with the authorized reseller or Digital Marketplace, as applicable, not Splunk. You will have no direct Fee payment obligations to Splunk for those Offerings. However, in the event that you fail to pay the Digital Marketplace for your Purchased Offerings, Splunk retains the right to enforce your payment obligations and collect directly from you.

Any terms agreed to between you and the authorized reseller that are in addition to these General Terms are solely between

you and the authorized reseller and Digital Marketplace, as applicable. No agreement between you and an authorized reseller or Digital Marketplace is binding on Splunk or will have any force or effect with respect to the

rights in, or the operation, use or provision of, the Offerings.

B. ****Splunk Affiliate Distributors.**** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a ****Splunk Affiliate Distributor****). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i) the total liability of Splunk under these General Terms as set forth in Section 22 (Limitation of Liability) states the overall combined liability of Splunk and Splunk Affiliate Distributors; (ii) the entering into Orders by a Splunk Affiliate Distributor will not be deemed to expand Splunk and its Affiliates overall responsibilities or liability under these General Terms; and (iii) Customer will have no right to recover more than once from the same event.

****3. Your Contractors and Third-Party Providers****

You may permit your authorized consultants, contractors, and agents (****Third-Party Providers****) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

****4. Hosted Services and Specific Offering Terms****

A. ****Service Levels.**** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. ****Connections.**** 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.

C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. ****Specific Offering Terms.**** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("****Specific Offering Terms****";) are set forth here: [www.splunk.com/SpecificTerms](www.splunk.com/SpecificTerms), and will apply, and be deemed incorporated herein by reference.

****5. Support and Maintenance****

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

****6. Configuration and Implementation Services****

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

****7. Data Protection for Personal Data****

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of personal data. Splunk will comply with the requirements and obligations set forth in Splunks Data Processing Addendum ("****DPA****"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

****8. Security****

A. ****Security for Hosted Services: Standard Environment.**** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunks technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("****SC-SA****"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("****OS-SA****"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. ****Security for Hosted Services: Premium HIPAA Environment.**** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. ****Additional Security for Other Hosted Services.**** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. ****Security for On Premises Offerings.**** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("Corporate Security Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. ****Product Development Security.**** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System ("Medium," "High," or "Critical") and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. ****Maintaining Protections.**** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

****9. Use Restrictions****

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the

Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

10. Our Ethics, Compliance and Corporate Responsibility

A. **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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. **Anti-Corruption.** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. **Export.** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. ****Overages.**** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller

or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

****13. Our Use of Open Source****

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

****14. Splunk Developer Tools and Customer Extensions****

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "****Customer Extensions****").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

****15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions****

A. ****Third-Party Extensions on Splunkbase.**** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("****Third-Party Extension****") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to

any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. **Third Party Content.** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. **Splunk As a Reseller.** When you purchase third party products ("**Third Party Products**") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("**Third Party Vendor**"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. **Unsupported Splunk Extensions.** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as "**Not Supported**". You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any "Not Supported" Splunk Extensions, and that your sole remedy will be to remove the "Not Supported" Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

16.

Your Compliance

A. **Lawful Use of Offerings.** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer

Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services,

and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country ("Export Laws") where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services ("****AWS****") GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a "US Person" as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, 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 these General Terms 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunk's invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunk's Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, "Feedback") in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the “Miscellaneous” section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

****22. Limitation of Liability****

****In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the “Payment” section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk’s right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.****

****In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.****

****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 limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.****

****The foregoing disclaimers of damages will also 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.****

**23. Indemnity**

A. ****Our Indemnification to You.**** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim"). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third party's patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking

indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified party's part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such party's expense.

24. Updates to Offerings

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

25. Governing Law

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. ****Different Terms.**** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. ****No Future Functionality.**** You agree that your purchase of any Offering is not contingent on the delivery of

any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. ****Notices.**** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. ****Assignment.**** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. ****U.S. Government Use Terms.**** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data/Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. ****Waiver; Severability.**** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. ****Integration; Entire Agreement.**** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. ****Force Majeure.**** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other

industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. ****Independent Contractors; No Third-Party Beneficiaries.**** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

**General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

"****CCPA****" means the California Consumer Privacy Act of 2018.

"****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.

"****Content Subscription****"
means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"****Delivery****" means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"****Digital Marketplace****" means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

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

"**Enhancements**" means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"**Fees**" means the fees that are applicable to an Offering, as identified in the Order.

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"**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.

"**Internal Business Purpose**" means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or

distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html ("**Support Policy**",) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our "Supported Versions" herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. ****Exclusions****

We will have no obligation to provide support for issues caused by any of the following (each, a “Customer Generated Error”): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. ****Support for Splunk Extensions****

Only Splunk Extensions that are labeled as “Splunk Supported” on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as “Not Supported”, Splunk will have no support obligations.

7. ****Authorized Support Contacts****

You are entitled to have a certain number of Support Contacts under each Support Program. “Support Contacts” means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following

information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

****Configuration and Implementation Services Exhibit to Splunk General Terms****

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrnWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services (“****Access Documents****”), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. **C&I Services Materials and Customizations Unique to You**

A. **C&I Services Materials.** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. **Customer Owned Work Product.** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as “Customer Owned Work Product” under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. **Our Ownership.** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. **License Rights.** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. **C&I Services Warranty**

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. **Your Cooperation**

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the “Cooperation”) is essential to Splunk's performance of the C&I Services. We will not be liable for

any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work (each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. ****Expenses****

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. ****Prepaid C&I Services****

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-

paid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

****Configuration and Implementation Services Definitions Exhibit****

"C&I

Services" means the services outlined in the Statement of Work.

"C&I Services Materials" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

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1.1832 react-ui 4.44.0

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1.1833 jest 0.2.37

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1.1837 utils 2.1.5

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```
package com.sinch verification.utils.permission
```

```
import android.content.Context
import androidx.core.content.PermissionChecker
import androidx.core.content.PermissionChecker.checkSelfPermission
```

```
const val PermissionsUtilsMockkName = "com.sinch verification.utils.permission.PermissionUtilsKt"
```

```
/**
 * Object containing utility functions connected with permissions.
 */
object PermissionUtils {

    /**
```



```

    * Checks if user has granted specific permission.
    * @param context Context reference
    * @param permission Permission that is checked
    * @return Boolean indicating if specific permission was granted
    */
fun isPermissionGranted(context: Context, permission: Permission): Boolean {
    return checkSelfPermission(
        context,
        permission.androidValue
    ) == PermissionChecker.PERMISSION_GRANTED
}

/**
    * Creates logger message describing that the permission required to collect desired metadata
    * was
missing.
    * @param missingPermission Permission that is missing to collect the metadata
    * @param metadataName name of the metadata field
    * @return String with the warning.
    */
fun permissionMetadataWarning(missingPermission: Permission, metadataName: String) =
    "Missing $missingPermission to collect metadata: $metadataName"
}

/**
    * Convenient version of [PermissionUtils.isPermissionGranted] with context as the receiver.
    * @receiver Context reference
    * @param permission Permission that is checked
    * @see PermissionUtils.isPermissionGranted
    */
fun Context.isPermissionGranted(permission: Permission): Boolean {
    return PermissionUtils.isPermissionGranted(
        this,
        permission
    )
}

/**
    * Runs specified code blocks depending whether the permission was granted or not
    * @receiver Context reference
    * @param permission Permission that is checked
    * @param grantedBlock Code block that is run if permission is granted
    * @param notGrantedBlock
    Code block that is run if permission is not granted
    */
fun <T> Context.runIfPermissionGranted(
    permission: Permission,

```

```

        grantedBlock: () -> T?,
        notGrantedBlock: () -> Unit = {}
    ): T? =
        if (isPermissionGranted(permission)) {
            grantedBlock()
        } else {
            notGrantedBlock()
            null
        }
    }
    @file:Suppress("unused")

package com.sinch.verifcation.utils.permission

import android.content.Context
import kotlin.properties.ReadOnlyProperty
import kotlin.reflect.KProperty

/**
 * Delegated property that can be read only if the specified permission was granted (null otherwise).
 * @property context Context reference.
 * @property permission Permission that needs to be granted to read the property.
 * @property f Code block that should return desired property (assuming permission was granted).
 */
class PermissionProtectedProperty<T>(
    private val context: Context,
    private val permission: Permission,
    private val f: () -> T?
):
    ReadOnlyProperty<Any?, T?> {

    override fun getValue(thisRef: Any?, property: KProperty<*>): T? =
        context.runIfPermissionGranted(permission, f)

}

package com.sinch.verifcation.utils.permission

import android.Manifest

/**
 * Enum representing Android permissions (more convenient way then using Android string constants).
 */
enum class Permission {
    ACCESS_NETWORK_STATE,
    CHANGE_NETWORK_STATE,
    READ_PHONE_STATE,
    READ_CALL_LOG,
    CALL_PHONE,
    READ_SMS,

```

```

RECEIVE_SMS,
ACCESS_COARSE_LOCATION,
ACCESS_FINE_LOCATION;

/**
 * String constant used by Android framework.
 */
val androidValue: String
    get() = when (this) {
        ACCESS_NETWORK_STATE -> Manifest.permission.ACCESS_NETWORK_STATE
        CHANGE_NETWORK_STATE -> Manifest.permission.CHANGE_NETWORK_STATE
        READ_PHONE_STATE -> Manifest.permission.READ_PHONE_STATE
        READ_CALL_LOG -> Manifest.permission.READ_CALL_LOG
        CALL_PHONE -> Manifest.permission.CALL_PHONE
        READ_SMS -> Manifest.permission.READ_SMS
        RECEIVE_SMS -> Manifest.permission.RECEIVE_SMS
        ACCESS_COARSE_LOCATION
-> Manifest.permission.ACCESS_COARSE_LOCATION
        ACCESS_FINE_LOCATION -> Manifest.permission.ACCESS_FINE_LOCATION
    }
}

```

1.1838 react-page 5.1.0

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1.1875 react-page 7.1.0

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1.1891 helper-validator-identifier 7.25.9

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1.1896 core 7.26.10

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1.1898 graceful-fs 4.1.7

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1.1899 plugin-syntax-import-attributes 7.26.0

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1.1900 html2canvas 1.4.0

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1.1901 tough-cookie 4.0.2

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1.1904 react-toast-notifications 0.7.0

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1.1905 secure-json-parse 3.0.1

1.1905.1 Available under license :

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1.1906 safe-regex2 4.0.0

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1.1907 visualization-encoding 27.2.1

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Last Updated: February 10, 2023

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B. **Splunk Affiliate Distributors.** Splunk has appointed certain Splunk Affiliates as its non-exclusive distributors of the Offerings (each, a “Splunk Affiliate Distributor”). Each Splunk Affiliate Distributor is authorized by Splunk to negotiate and enter into Orders with Customers. Where a purchase from Splunk is offered by a Splunk Affiliate Distributor, Customer will issue Orders, and make payments, to the Splunk Affiliate Distributor which issued the quote for the Offering. Each Order will be deemed a separate contract between Customer and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. For the avoidance of doubt, Customer agrees that: (i)

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**** **3. Your Contractors and Third-Party Providers**

You may permit your authorized consultants, contractors, and agents (“Third-Party Providers”) to access and use your Purchased Offerings, but only on your behalf in connection with providing services to you, and subject to the terms and conditions of these General Terms. Any access or use by a Third-Party Provider will be subject to the same limitations and restrictions that apply to you under these General Terms, and you will be responsible for any Third-Party Providers

actions relating to their use of the Offering. The aggregate use by you and all of your Third-Party Providers must not exceed the Capacity purchased, and nothing in this Section is intended to or will be deemed to increase such Capacity.

**** **4. Hosted Services and Specific Offering Terms**

A. **Service Levels.** When you purchase Hosted Services as a Purchased Offering, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level

Schedules (as identified in the Specific Offering Terms referenced in Section 4(F) below) and associated remedies will apply to the availability and uptime of the applicable Hosted Service. If applicable, service credits will be available for downtime in accordance with the Service Level Schedule.

B. ****Connections.**** 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.

C. ****Your Responsibility for Data Protection.**** You are responsible for: (i) selecting from the security configurations and security options made available by Splunk in connection with a Hosted Service; (ii) taking additional measures outside of the Hosted Service to the extent the Hosted Service Offering does not provide the controls that may be required or desired by you; and (iii) routine archiving and backing up of Customer Content. You agree to notify Splunk promptly if you believe that an unauthorized third party may be using your accounts or if your account information is lost or stolen.

D. ****Refund Upon Termination for Splunk's Breach.**** If a Hosted Service is terminated by you for Splunk's uncured material breach in accordance with these General Terms, Splunk will refund you any prepaid subscription fees covering the remainder of the Term after the effective date of termination.

E. ****Return of Customer Content.**** Customer Content may be retrieved by you and removed from the Hosted Services in accordance with the applicable Documentation. We will make the Customer Content available on the Hosted Services for thirty (30) days after termination of a subscription for your retrieval. After that thirty (30) day period, we will have no obligation to maintain the storage of your Customer Content, and you hereby authorize us thereafter to, and we will, unless legally prohibited, delete all remaining Customer Content. If you require assistance in connection with migration of your Customer Content, depending on the nature of the request, we may require a mutually agreed upon fee for assistance.

F. ****Specific Offering Terms.**** Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to a Hosted Service and other Offerings ("Specific Offering Terms") are set forth here: www.splunk.com/SpecificTerms, and will apply, and be deemed incorporated herein by reference.

****5. Support and Maintenance****

The specific Support Program included with a Purchased Offering will be identified in the applicable Order. Splunk will provide the purchased level of support and maintenance services in accordance with the terms of the Support Exhibit attached to these General Terms.

****6. Configuration and Implementation Services****

Splunk offers standard services to implement and configure your Purchased Offerings. These services are purchased under an Order and are subject to the payment of the Fees therein and the terms of the Configuration and Implementation Services Exhibit attached to these General Terms.

****7. Data Protection for Personal Data****

Splunk will follow globally recognized data protection principles and industry-leading standards for the security of

personal data. Splunk will comply with the requirements and obligations set forth in Splunk's Data Processing Addendum ("DPA"), located at https://www.splunk.com/en_us/legal/splunk-dpa.html, which includes standard terms for the processing of personal data (including, as applicable, personal data in a Hosted Service).

8. Security

A. **Security for Hosted Services: Standard Environment.** Splunk will implement industry leading security safeguards for the protection of Customer Confidential Information, including Customer Content transferred to and stored within the Hosted Services. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's technical safeguards are further described in the Splunk Cloud Platform Security Addendum ("SC-SA"), located at https://www.splunk.com/en_us/legal/splunk-cloud-security-addendum.html, and the Observability Suite Security Addendum ("OS-SA"), located at https://www.splunk.com/en_us/legal/splunk-observability-security-addendum.html, as applicable, and are incorporated herein by reference. Splunk may update the SC-SA and OS-SA from time to time provided, that updates will be subject to Section 24 below.

B. **Security for Hosted Services: Premium HIPAA Environment.** For Hosted Services Offerings provisioned in Splunk Cloud Platforms Premium HIPAA environment (as specified in an Order), in addition to the protections under the SC-SA and these General Terms, Splunk will comply with the requirements and obligations set forth in Splunk Business Associate Agreement found here: https://www.splunk.com/en_us/legal/splunk-baa.html.

C. **Additional Security for Other Hosted Services.** From time to time, Splunk may offer custom security safeguards for unique Hosted Services offerings. Any such security safeguards will be as set forth in the applicable Documentation and Specific Offering Terms.

D. **Security for On Premises Offerings.** Splunk will implement industry leading security safeguards for the protection of Splunk's IT systems, products, facilities and assets, and any Customer Confidential Information accessed or processed therein, e.g., customer account information, support tickets ("Corporate Security Controls"). Splunk's Corporate Security Controls include such things as information security policies and procedures, security awareness training, physical and environmental access controls, threat and vulnerability management, incident response and breach notification, and vendor risk management. Splunk's Corporate Security Controls are further described in Splunk's Information Security Addendum ("ISA"), located at https://www.splunk.com/en_us/legal/information-security-addendum.html and are incorporated herein by reference.

E. **Product Development Security.** Splunk will follow secure software development practices and applies an industry standard, risk-based approach to its software development lifecycle ("SDLC"), which includes, as applicable, such things as performing security architecture reviews, open source security scans, virus detection, dynamic application security testing, network vulnerability scans and external penetration testing in the development environment. Product-specific information about the SDLC in our Offerings is detailed more fully in the ISA. Splunk's Product Security Portal, located at https://www.splunk.com/en_us/product-security.html, contains detailed information about Splunk's program for managing and communicating product vulnerabilities. Splunk categorizes product vulnerabilities in accordance with the Common Vulnerability Scoring System

("Medium," "High," or "Critical",) and uses commercially reasonable efforts to remediate vulnerabilities depending on their severity level in accordance with industry standards.

F. **Maintaining Protections.** Notwithstanding anything to contrary in these General Terms, or any policy or terms referenced herein via hyperlink (or any update thereto), Splunk may not, during a Term materially diminish the security protections set forth in these General Terms, any Specific Offering Terms, or the applicable security addendum.

9. Use Restrictions

Except as expressly permitted in an Order, these General Terms or our Documentation, you agree not to (nor allow any user or Third Party Provider to): (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas or algorithms of any Offering; (b) modify, translate or create derivative works based on the Offerings; (c) use an Offering to ingest, monitor or analyze the machine, IT system or application data of any third party; (d) resell, transfer or distribute any Offering; (e) access or use any Offering in order to monitor its availability, performance, or functionality for competitive purposes; (f) 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; (g) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by Splunk or any data not processed by the Offering; (h) exceed the Capacity purchased or (i) use any Offering in violation of all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

10. Our Ethics, Compliance and Corporate Responsibility

A. **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/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.27382325.82146825.1675981089-269939538.1673288458&_gac=1.127441023.1674005341.Cj0KCQIAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&gl=1*1xgvjcs*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w).

B. **Anti-Corruption.** We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Splunk policy prohibits the offering or soliciting of any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any of your employees or agents in connection with these General Terms. If we learn of any violation of the above, we will use reasonable efforts to promptly notify you at the main contact address provided by you to Splunk.

C. **Export.** We certify that Splunk is not on any of the relevant U.S. or EU government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. Export information regarding our Offerings, including our export control classifications for our Offerings, is found here: https://www.splunk.com/en_us/legal/export-controls.html.

11. Usage Data

From time to time, Splunk may collect Usage Data generated as a by-product of your use of Offerings. Usage Data does not include Customer Content. We collect Usage Data for a variety of reasons, such as to identify, understand, and anticipate performance issues and the factors that affect them, to provide updates and personalized experiences to customers, and to improve the Splunk Offerings. Details on Splunk's Usage Data collection practices are set forth in Splunk's Privacy Policy found here: https://www.splunk.com/en_us/legal/privacy/privacy-policy.html.

12. Capacity and Usage Verification

A. **Certification and Verification.** At Splunk's request, you will furnish Splunk a certification signed by your authorized representative verifying that your use of the Purchased Offering is in accordance with these General Terms and the applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once per calendar period, to cooperate with us to verify usage and adherence to purchased Capacities. If Splunk requests a verification process, you agree to provide Splunk reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If Splunk does any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. Splunk will comply with your (or your Third-Party Providers) reasonable security procedures.

B. **Overages.** If a verification or usage report reveals that you have exceeded the purchased Capacity or usage rights for your Purchased Offering (e.g., used as a service bureau) during the period reviewed, then we will have the right to invoice you using the applicable Fees at list price then in effect, which will be payable in accordance with these General Terms. Without limiting Splunk's foregoing rights, with respect to Hosted Services, Splunk may work with you to reduce usage so that it conforms to the applicable usage limit, and we will in good faith discuss options to right size your subscription as appropriate. Notwithstanding anything to the contrary herein, Splunk will have the right to directly invoice you for overages, regardless of whether you purchased the Purchased Offering from an authorized reseller or Digital Marketplace. See the Specific Offering Terms for any additional information related to overages for a Hosted Service.

13. Our Use of Open Source

Certain Offerings may contain Open Source Software. Splunk makes available in the applicable Documentation a list of Open Source Software incorporated in our On-Premises Products as required by the respective Open Source Software licenses. Any Open Source Software that is delivered as part of your Offering and which may not be removed or used separately from the Offering is covered by the warranty, support and indemnification provisions applicable to the Offering. Some of the Open Source Software may have additional terms that apply to the use of the Offering (e.g., the obligation for us to provide attribution of the specific licensor), and those terms will be included in the Documentation; however, these terms will not (a) impose any additional restrictions on your use of the Offering, or (b) negate or amend any of our responsibilities with respect to the Offering.

14. Splunk Developer Tools and Customer Extensions

Splunk makes Splunk Developer Tools available to you so you can develop Extensions for use with your Purchased Offerings (Extensions that you develop, "Customer Extensions").

You have a nonexclusive, worldwide, nontransferable, nonsublicensable right, subject to the terms of these General Terms, to use Splunk Developer Tools to develop your Customer Extensions, including to support interoperability between the Offering and your system or environment. Splunk proprietary legends or notices contained in the Splunk Developer Tools may not be removed or altered when used in or with your Customer Extension. You retain title to your Customer Extensions, subject to Splunk's ownership in our Offerings and any materials and technology provided by Splunk in connection with the Splunk Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

****15. Third Party Products, Third-Party Extensions, Third-Party Content and Unsupported Splunk Extensions****

A. ****Third-Party Extensions on Splunkbase.**** Splunk makes Extensions developed and/or made available by a third-party on Splunkbase ("Third-Party Extension") available for download or access as a convenience to its customers. Splunk makes no promises or guarantees related to any Third-Party Extension, including the accuracy, integrity, quality, or security of the Third-Party Extension. Nothing in these General Terms or on Splunkbase will be deemed to be a representation or warranty by Splunk with respect to any Third-Party Extension, even if a particular Third-Party Extension is identified as "certified" or "validated" for use with an Offering. We may, in our reasonable discretion, block or disable access to any Third-Party Extension at any time. Your use of a Third-Party Extension is at your own risk and may be subject to any additional terms, conditions, and policies applicable to that Third-Party Extension (such as license terms, terms of service, or privacy policies of the providers of such Third-Party Extension). Third-Party Extensions may be installed on Hosted Services pursuant to our instructions.

B. ****Third Party Content.**** Hosted Services may contain features or functions that enable interoperation with Third-Party Content that you, in your sole discretion, choose to add to a Hosted Service. You may be required to obtain access separately to such Third-Party Content from the respective providers, and you may be required to grant Splunk access to your accounts with such providers to the extent necessary for Splunk to allow the interoperation with the Hosted Service. By requesting or allowing Splunk to enable access to such Third-Party Content in connection with the Hosted Services, you certify that you are authorized under the providers terms to allow such access. 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. You agree that Splunk is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is Splunk liable for any damages or downtime that you may incur or any impact on your experience of the Hosted Service, directly or indirectly, as a result of your use of and/or reliance upon, any Third-Party Content, sites or resources.

C. ****Splunk As a Reseller.**** When you purchase third party products ("Third Party Products") from Splunk as specified in an Order (which products shall include third party software, but not any support which Splunk itself has contracted to provide), the following provision applies. Splunk acts solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor ("Third Party Vendor"), and the purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by such Third Party Vendor. Consequently, Splunk makes no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaims all implied terms, conditions and warranties (including as to quality, performance, availability, fitness for a particular purpose or non-infringement) to the maximum extent permitted by applicable law. You will bring any claim in relation to Third

Party Products against the applicable Third Party Vendor directly. In no event will Splunk be liable to you for any claim, loss or damage arising out of the use, operation or availability of

Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

D. ****Unsupported Splunk Extensions.**** The Service Level Schedule commitments for any applicable Hosted Services will not apply to Splunk Extensions labeled on Splunkbase as “**Not Supported.**” You agree that Splunk is not responsible for any impact on your experience of a Hosted Service, as a result of your installation and/or use of any “Not Supported” Splunk Extensions, and that your sole remedy will be to remove the “Not Supported” Splunk Extension from the applicable Hosted Service. Further, some Splunk Extensions may not be compatible or certified for use with that Hosted Service (e.g., only specific Splunk Extensions are validated for our FedRAMP authorized environment for Splunk Cloud Platform). Please refer to the applicable Documentation for more information related to the Splunk Extensions compatible with your specific Purchased Offering.

**16.

Your Compliance**

A. ****Lawful Use of Offerings.**** When you access and use an Offering, you are responsible for complying with all laws, rules, and regulations applicable to your access and use. This includes being responsible for your Customer Content and users, for your users compliance with these General Terms, and the accuracy, lawful use of, and the means by which you acquired your Customer Content. You may not transmit and/or store PHI Data, PCI Data or ITAR Data within a Hosted Services unless you have specifically purchased a Purchased Offering for that applicable regulated Hosted Services environment (as identified in an Order).

B. ****Registration.**** You agree to provide accurate and complete information when you register for and use any Offering and agree to keep this information current. Each person who uses any Offering must have a separate username and password. For Hosted Services, you must provide a valid email address for each person authorized to use your Hosted Services, and you may only have one person per username and password. Splunk may reasonably require additional information in connection with certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as reasonably requested by Splunk. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

C. ****Export Compliance.**** You will comply with all applicable export laws and regulations of the United States and any other country (“Export Laws”) where your users use any of the Offerings. You certify that you are not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Departments List of Specially Designated Nationals and the Commerce Departments List of Denied Persons or Entity List. You will not export, re-export, ship, transfer or otherwise use the Offerings in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea, and you will not use any Offering for any purpose prohibited by the Export Laws.

D. ****GovCloud Services.**** If you access or use any Hosted Services in the specially isolated Amazon Web Services (“**AWS**”) GovCloud (US) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (US) region)), you hereby represent and warrant that: (i) you are a “US Person” as defined under ITAR (see 22 CFR part 120.62); (ii) you have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) you and your end users are not subject to export control restrictions under US export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) you will maintain an effective

compliance program to ensure compliance with applicable US export control laws and regulations, including ITAR, as applicable; and (v) you will maintain effective access controls as described in the Specific Offering Terms for the applicable Hosted Services. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (US) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (US) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Splunk if users introduce classified data into the Hosted Services in the AWS GovCloud (US) region. You may be required to execute additional addendums to this agreement prior to provisioning of selected Hosted Services.

E. ****Acceptable Use.**** Without limiting any terms under these General Terms, you will also abide by our Hosted Services acceptable use policy: <https://www.splunk.com/view/SP-CAAAMB6>.

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****17. Confidentiality****

A. ****Confidential Information.**** Each party will protect the Confidential Information of the other. Accordingly, Receiving Party agrees to: (i) protect the Disclosing Partys 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 Partys Confidential Information for purposes consistent with these General Terms, and (iii) use commercially reasonable efforts to limit access to Disclosing Partys 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 these General Terms 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 Partys 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.

****18. Payment****

The payment terms below only apply when you purchase Offerings directly from Splunk. When you purchase from an authorized reseller or Digital Marketplace, the payment terms are between you and the authorized reseller or Digital Marketplace. However, a breach of your payment obligations for an Offering with a Digital Marketplace will be deemed a breach of this Section 18.

A. ****Fees.**** You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in these General Terms. Without limiting any of our other rights or remedies herein, overdue charges may accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. Fees are due and payable either within 30 days from the date of Splunks invoice or as otherwise stated in the Order.

B. ****Credit Cards.**** If you pay by credit, or debit card you: (i) will provide Splunk or its designated third-party

payment processor with valid credit or debit card information; and (ii) hereby authorize Splunk or its designated third-party payment processor to charge such credit or debit card for all items listed in the applicable Order. Such charges must be paid in advance or in accordance with any different billing frequency stated in the applicable Order. You are responsible for providing complete and accurate billing and contact information and notifying Splunk in a timely manner of any changes to such information.

C. ****Taxes.**** All Fees quoted are exclusive of applicable taxes and duties, including any applicable sales and use tax. You are responsible for paying any taxes or similar government assessments (including, without limitation, value-added, sales, use or withholding taxes). We will be solely responsible for taxes assessable against us based on our net income, property, and employees.

****19. Splunk's Warranties****

A. ****Relationship to Applicable Law.**** We will not seek to limit our liability, or any of your warranties, rights and remedies, to the extent the limits are not permitted by applicable law (e.g., warranties, remedies or liabilities that cannot be excluded by applicable law).

B.

****General Corporate Warranty.**** Splunk warrants that it has the legal power and authority to enter into these General Terms.

C. ****Hosted Services Warranty.**** Splunk warrants that during the applicable Term: (i) Splunk will not materially decrease the overall functionality of the Hosted Services; and (ii) the Hosted Services will perform materially in accordance with the applicable Documentation. Our sole and exclusive liability, and your sole and exclusive remedy for any breach of these warranties, will be your right to terminate the applicable Hosted Services Purchased Offering, and we will refund to you any prepaid but unused Fees for the remainder of the Term.

D. ****On-Premises Product Warranty.**** Splunk warrants that for a period of ninety (90) days from the Delivery of an On-Premises Product, the On-Premises Product will substantially perform the material functions described in the applicable Documentation for such On-Premises Product, when used in accordance with the applicable Documentation. Splunk's sole liability, and your sole remedy, for any failure of the On-Premises Product to conform to the foregoing warranty, is for Splunk to do one of the following (at Splunk's sole option and discretion) (i) modify, or provide an Enhancement for, the On-Premises Product so that it conforms to the foregoing warranty, (ii) replace your copy of the On-Premises Product with a copy that conforms to the foregoing warranty, or (iii) terminate the Purchased Offering with respect to the non-conforming On-Premises Product and refund the Fees paid by you for such non-conforming On-Premises Product.

E. ****Disclaimer of Implied Warranties.** Except as expressly set forth above, the 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.

****20. Ownership****

A. ****Offerings.**** As between you and Splunk, Splunk owns and reserves all right, title, and interest in and to the

Offerings, 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 these General Terms. No rights are granted to you other than as expressly set forth in these General Terms.

B. ****Customer Content.**** You own and reserve all right, title and interest in your Customer Content. By sending Customer Content to a Hosted Service, you grant us a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing you the Hosted Service.

C. ****Feedback.**** You have no obligation to provide us with ideas for improvement, suggestions, or other feedback (collectively, ****Feedback****) in connection with an Offering, unless otherwise expressly set forth in the applicable Order. 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.

****21. Term and Termination****

A. ****Term and Renewal.**** These General Terms will commence upon the Effective Date and will remain in effect until the expiration of all applicable Purchased Offerings, unless earlier terminated pursuant to this Section. Termination of a specific Purchased Offering will not affect the Term of any other Purchased Offering. Termination of these General Terms will have the effect of terminating all Purchased Offerings. Grounds for terminating a Purchased Offering (e.g., for non-payment), that are specific to the Purchased Offering, will not be grounds to terminate Purchased Offerings where no breach exists. Unless indicated otherwise in an Order, the Term of a Purchased Offering (and these General Terms) will automatically renew for an additional period of time equal to the length of the preceding Term, unless one party notifies the other of its intent not to renew at least one (1) day in advance of the expiration of the Term or then-current renewal period.

B. ****Termination.**** Either party may terminate these General Terms, or any Purchased Offering, by written notice to the other party in the event of a material breach of these General Terms, or the specific terms associated with that Purchased Offering, that is not cured within thirty (30) days of receipt of the notice. Upon any expiration or termination of a Purchased Offering, the rights and licenses granted to you for that Purchased Offering will automatically terminate, and you agree to immediately (i) cease using and accessing the Offering, (ii) return or destroy all copies of any On-Premises Products and other Splunk materials and Splunk Confidential Information in your possession or control, and (iii) upon our request, certify in writing the completion of such return or destruction. Upon termination of these General Terms or any Purchased Offering, Splunk will have no obligation to refund any Fees or other amounts received from you during the Term. Notwithstanding any early termination above, except for your termination for our uncured material breach, you will still be required to pay all Fees payable under an Order.

C. ****Survival.**** The termination or expiration of these General Terms 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, payment obligations, effect of termination, limitation of liability, privacy, and the ****Miscellaneous**** section in these General Terms.

D. ****Suspension of Service.**** In the event of a material breach or threatened material breach of this Agreement, Splunk may, without limiting its other rights and remedies, suspend your use of the Hosted Service until such breach

is cured or Splunk reasonably believes there is no longer a threat, provided that, we will give you at least five (5) days prior notice before suspension. Suspension of a Hosted Service will have no impact on the duration of the Term of the Purchased Offering, or the associated Fees owed.

22. Limitation of Liability

In no event will the aggregate liability of either party, together with any of its Affiliates, arising out of or related to any Purchased Offering exceed the total amount paid by you for that Purchased Offering in the twelve (12) months preceding the first incident out of which the liability arose. However, the foregoing limitation will not limit your obligations under the "Payment" section above and will not be deemed to limit your rights to any service level credits under any applicable Service Level Schedule. Furthermore, the cap above will not be deemed to limit Splunk's right to recover amounts for your use of an Offering in excess of the Capacity purchased or use outside of Internal Business Purposes.

In no event will either party or its Affiliates have any liability arising out of or related to these General Terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages.

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 limitation of liability herein will not apply to a party's infringement of the other party's intellectual property rights, indemnification obligations, or the fraud, gross negligence or willful misconduct of a party.

The foregoing disclaimers of damages will also 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.

23. Indemnity

A. **Our Indemnification to You.** Splunk will defend and indemnify you, and pay all damages (including attorneys fees and costs) awarded against you, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against you or your Affiliates by a third party (including those brought by a government entity) alleging that a Purchased Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a **Customer Claim**). Splunk will have no obligation under the foregoing provision to the extent a Customer Claim arises from your breach of these General Terms, your Customer Content, Third-Party Extension, or the combination of the Offering with: (i) Customer Content; (ii) Third-Party Extensions; (iii) any software other than software provided by Splunk; or (iv) any hardware or equipment. However, Splunk will indemnify against combination claims to the extent (y) the combined software is necessary for the normal operation of the Purchased Offering (e.g., an operating system), or (z) the Purchased Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim. Splunk may in its sole discretion and at no cost to you: (1) modify any Purchased Offering so that it no longer infringes or misappropriates a third party right, (2) obtain a license for your continued use of the Purchased Offering, in accordance with these General Terms, or (3) terminate the Purchased Offering and refund to you any prepaid fees covering the unexpired Term.

B. ****Your Indemnification to Us.**** Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including attorneys fees and costs) awarded against Splunk, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against Splunk or its Affiliates by a third party (including those brought by a government entity) that: (i) alleges that your Customer Content or Customer Extensions infringes or misappropriates such third partys patent, copyright, trademark or trade secret, or violates another right of a third party; or (ii) alleges that your Customer Content or your use of any Offering violates applicable law or regulation.

C. ****Mutual Indemnity.**** Each party will defend, indemnify and pay all damages (including attorneys fees and costs) awarded against the other party, or that are agreed to in a settlement to the extent that an action brought against the other party by a third party is based upon a claim for bodily injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel hereunder, and will pay any reasonable, direct, out-of-pocket costs, damages and reasonable attorneys fees attributable to such claim that are awarded against the indemnified party (or are payable in settlement by the indemnified party).

D. ****Process for Indemnification.**** The indemnification obligations above are subject to the party seeking indemnification to: (i) provide the other party with prompt written notice of the specific claim; (ii) give the indemnifying party sole control of the defense and settlement of the claim (except that the indemnifying party may not settle any claim that requires any action or forbearance on the indemnified partys part without their prior consent, which will not unreasonably withhold or delay); and (iii) gives the indemnifying party all reasonable assistance, at such partys expense.

****24. Updates to Offerings****

Our Offerings and policies may be updated over the course of our relationship. From time to time, Splunk may update or modify an Offering and our policies, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer; (b) no such change or modification will impose additional fees on you during the applicable Term or additional restrictions on your use of the Offering, (c) no such change will override or supersede the allocation of risk between us under these General Terms, including without limitation the terms under Sections 22 (Limitation of Liability) and 23 (Indemnity); (d) no such change or modification will materially reduce the security protections or overall functionality of the applicable Offering; and (e) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. In the event of any conflict between these General Terms and the policies incorporated herein by reference, these General Terms will control.

****25. Governing Law****

These General Terms 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 these General Terms 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. Splunk 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 Splunk, its Affiliates, or any third party.

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

26. Use of Customer Name

You agree that we may add your name to our customer list and identify you as a Splunk customer on Splunk's websites. Any further public use of your name in connection with Splunk marketing activities (e.g., press releases) will require your prior approval.

27. Miscellaneous

A. **Different Terms.** Splunk expressly rejects terms or conditions in any Customer purchase order or other similar document that are different from or additional to the terms and conditions set forth in these General Terms. 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. **No Future Functionality.** You agree that your purchase of any Offering is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by Splunk regarding future functionality or features.

C. **Notices.** Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses set forth in the applicable Order, or to such other address as may be specified by either party to the other party, and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant system administrator designated by Customer.

D. **Assignment.** Neither party may assign, delegate, or transfer these General Terms, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other party, however Splunk may assign these General Terms in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Splunk's assets to which these General Terms relates. Any attempt to assign these General Terms other than as permitted herein will be null and void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties permitted successors and assigns.

E. **U.S. Government Use Terms.** Splunk provides Offerings for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Offerings include only those rights customarily provided to the public as defined in these General Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

F. **Waiver; Severability.** The waiver by either party of a breach of or a default under these General Terms will not be effective unless in writing. The failure by either party to enforce any provisions of these General Terms will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of these General Terms invalid or unenforceable, the remaining provisions of these General Terms 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.

G. **Integration; Entire Agreement.** These General Terms 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 their subject matter. Except as otherwise expressly set forth herein, any waiver, modification, or amendment of any provision of these General Terms will be effective only if in writing and signed by duly authorized representatives of both parties.

H. **Force Majeure.** Neither party or its Affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors will (except for the obligation to make any payments) be liable for any delay or failure to perform any obligation under these General Terms where the delay or failure results from any cause beyond their reasonable control, including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

I. **Independent Contractors; No Third-Party Beneficiaries.** The parties are independent contractors. These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries of these General Terms. 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.

General Terms 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 (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for an Offering, as set forth in the applicable Order. The Capacities for each of our Offerings can be found here: https://www.splunk.com/en_us/legal/licensed-capacity.html.

“CCPA” means the California Consumer Privacy Act of 2018.

“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.

"Content Subscription";

means the right of Customer to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the relevant Documentation) on a periodic basis over the applicable Term. Content Subscriptions are purchased as an add-on service and are identified in an Order.

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

"Delivery"; means the date of Splunk's initial delivery of the license key for the applicable Offering or, for Hosted Services, the date Splunk makes the applicable Offering available to you for access and use.

"Digital Marketplace"; means an online or electronic marketplace operated or controlled by a third party where Splunk has authorized the marketing and distribution of its Offerings.

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

"Enhancements"; means any updates, upgrades, releases, fixes, enhancements, or modifications to a Purchased Offering made generally commercially available by Splunk to its customers under the terms and conditions in the Support Exhibit.

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

"Fees"; means the fees that are applicable to an Offering, as identified in the Order.

"GDPR"; means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) as updated, amended or replaced from time to time.

"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.

"Internal Business Purpose"; means your use of an Offering for your own internal business operations, based on the analysis, monitoring or processing of your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include monitoring or servicing the systems, networks and devices

of third parties.

"**ITAR Data**" means information protected by the International Traffic in Arms Regulations.

"**Nonprofit**" means a U.S. Federal 501(c)(3), tax-exempt, nonprofit corporation or association (or other nonprofit entity organized in accordance with the laws of where your nonprofit entity is registered) that has qualified for a free, donated Offering in connection with a Splunk donation program.

"**Offerings**" means the products, services, and other offerings that Splunk makes generally available, including without limitation On-Premises Products, Hosted Services, Support Programs, Content Subscriptions and Configuration and Implementation 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, and any Enhancements made available to you by Splunk.

"**Open Source Software**" means software that is licensed under a license approved by the Open Source Initiative or similar freeware license, with terms requiring that such software code be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributed under the same license terms.

"**Orders**" means Splunk's quote or ordering document (including online order form) accepted by you via your purchase order or other ordering document submitted to Splunk (directly or indirectly through an authorized reseller or Digital Marketplace) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set forth in an applicable Splunk quote or ordering document. Orders do not include the terms of any preprinted terms on your purchase order or other terms on a purchase order that are additional or inconsistent with the terms of these General Terms.

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

"**PHI Data**" means any protected health data, as defined under HIPAA.

"**Purchased Offerings**" means the services, subscriptions and licenses to Offerings that are acquired by you under Orders, whether directly or through an authorized reseller or Digital Marketplace.

"**Service Level Schedule**" means a Splunk policy that applies to the availability and uptime of a Hosted Service and which, if applicable, offers service credits as set forth therein.

"**Splunkbase**" means Splunk's online directory of or platform for Extensions, currently located at <https://splunkbase.splunk.com> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platform(s) owned and/or controlled by Splunk.

"**Splunk Developer Tool**" means the standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided

by Splunk to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and your system or environment.

"**Splunk Extensions**" means Extensions made available through Splunkbase that are identified on Splunkbase as built by Splunk (and not by any third party).

"Support Programs" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html

"**Term**" means the duration of your subscription or license to the applicable Offering that starts and ends on the date listed on the applicable Order. If no start date is specified in an Order, the start date will be the Delivery date of the Offering.

"**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.

"**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.

Support Exhibit to Splunk General Terms

This Support Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Support Services.

1. **Support Programs**

Support Programs purchased as part of a Purchased Offering will be identified in your applicable Order. Splunk will provide you the level of Support Services described under the purchased Support Program, subject to your payment of applicable Fees. "**Support Programs**" are the Support Programs offered by Splunk and identified here: https://www.splunk.com/en_us/customer-success/support-programs.html.

2. **Support Services**

"**Support Services**" include technical support for your Purchased Offerings, and, when available, the provision of Enhancements for your Purchased Offerings, subject to the Support Policy described below. Technical support under a Support Program is available via web portal, and certain Support Programs also make support available via telephone. Support Services will be delivered by a member of Splunk's technical support team during the regional hours of operation applicable under the Support Program. Support Services are delivered in English unless you are in a location where we have made localized Support Services available.

3. **Support Policy**

Our Support Policy, provided here: https://www.splunk.com/en_us/legal/splunk-software-support-policy.html (“**Support Policy**”) describes the duration of our Support Services for certain Splunk On-Premises Products and other policies associated with our Support Services.

As we release new versions for our Offerings, we discontinue Support Services for certain older versions. Our Support Policy sets forth the schedule for the duration of support, and end of support, for Offering versions. The current versions of our Offerings that are supported under our Support Policy and will be our “Supported Versions” herein. The Support Policy may not apply to Hosted Services, and the product and services version we make available as our Hosted Services will be deemed Supported Versions herein.

4. **Case Priority**

Each Support Program offers different support levels for your case priority levels. When submitting a case, you will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth under your Support Program. When the case is received, we may in good faith change the priority if the issue does not conform to the criteria for the selected priority. When that happens, we will provide you with notice (electronic or otherwise) of such change.

5. **Exclusions**

We will have no obligation to provide support for issues caused by any of the following (each, a “**Customer Generated Error**”): (i) modifications to an Offering not made by Splunk; (ii) use of an Offering other than as authorized in the General Terms or as provided in the applicable Documentation; (iii) damage to the machine on which an On-Premises Product is installed; (iv) use of a version of an Offering other than the Supported Version; (v) third-party products that are not expressly noted in the Documentation as supported by Splunk; or (vi) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Splunk and described in the applicable Documentation. If we determine that support requested by you is for an issue caused by a Customer Generated Error, we will notify you of that fact as soon as reasonably possible under the circumstances. If you agree that we should provide support for the Customer Generated Error via a confirming email, then we will have the right to invoice you at our then-current time and materials rates for any such support provided by us.

6. **Support for Splunk Extensions**

Only Splunk Extensions that are labeled as “**Splunk Supported**” on Splunkbase, or other Splunk-branded marketplace, are eligible for support, and this support is limited. For those labeled Splunk Supported, we will provide an initial response and acknowledgement in accordance with the P3 terms that are applicable in the applicable Support Program, and Enhancements may be made available.

No other terms of a Support Program will apply to a Splunk Application. For those labeled as “**Not Supported**”, Splunk will have no support obligations.

7. **Authorized Support Contacts**

You are entitled to have a certain number of Support Contacts under each Support Program. “**Support Contacts**” means the individual(s) specified by you that are authorized to submit support cases.

The number of Support Contacts will be based on the Capacity of the Offering purchased, and the applicable Support Program. The number of Support Contacts will be set forth in customers entitlement information on the Splunk support portal.

We only take support requests from, and communicate with, your Support Contacts in connection with support cases. We strongly recommend that your Support Contact(s) are trained on the applicable Offering. In order to designate Support Contacts, you must provide the individuals primary email address and Splunk.com login ID.

8.

****Defect Resolution****

Should we determine that an Offering has a defect, we will, at our sole option, repair the defect in the version of the Offering that you are then currently using or instruct you to install a newer version of the Offering with that defect repaired. We reserve the right to provide you with a workaround in lieu of fixing a defect should we in our sole judgment determine that it is more effective to do so.

9. ****Your Assistance****

Should you report a purported defect or error in an Offering, we may require you to provide us with the following information: (a) a general description of your 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 us from identifying and fixing that purported defect.

10. ****Changes to Support Programs****

You acknowledge that, subject to the Support Policy, and subject to any commitment we have during the Term, we have the right to discontinue the manufacture, development, sale or support of any Offering, at any time, in our sole discretion. We further reserve the right to alter Support Programs from time to time, using reasonable discretion, but in no event will such alterations, during the Term of any Order, result in diminished Support Services from the level of your applicable purchased Support Program.

**Configuration and Implementation Services Exhibit to Splunk General Terms**

This Configuration and Implementation Services Exhibit forms a part of the Splunk General Terms and governs your purchase, and Splunk's provision of Configuration and Implementation Services.

****Capitalized terms below are defined in the General Terms, this Exhibit or in the Definition Exhibit attached to this Exhibit.****

1. ****Services and Statements of Work****

We will perform the C&I Services for you that are set forth in the applicable Statements of Work. You will pay the Fees under each Statement of Work in accordance with these General Terms, or otherwise as we may expressly agree in the applicable Statement of Work.

In each Statement of Work, we will designate our primary point of contact for you for all matters relating to the applicable C&I Services (which we may change from time to time upon notice).

2. ****Our Personnel****

A. ****Qualifications.**** The Personnel we assign to perform the C&I Services will be qualified, skilled, experienced and otherwise fit for the performance of the C&I Services. If you, in your reasonable judgement, determine that Personnel assigned to your project are unfit, we will in good faith discuss alternatives, and we will replace Personnel as reasonably necessary. You acknowledge that any replacement may cause delay in the performance of the C&I Services.

B. ****Personnel Conduct.**** Our Personnel are subject to our Splunk Code of Conduct and Ethics [here](https://investors.splunk.com/static-files/3c2a9a40-7f6e-4795-9358-b5565826b13d?_ga=2.200727335.82146825.1675981089-269939538.1673288458&_gac=1.188710106.1674005341.Cj0KCQiAq5meBhCyARIsAJrtdr75-RptXmmxNnKzoOJ_p26uX0MwT-GzxcrmWSotrQqWFlaOLtYVyhgaAuriEALw_wcB&_gl=1*1m2mlyb*_ga*MjY5OTM5NTM4LjE2NzMyODg0NTg.*_ga_5EPM2P39FV*MTY3NjA1MTkwNi40OC4xLjE2NzYwNjAxMzMzMzYuMC4w), which includes, without limitation, an obligation to comply with our policies on protecting customer information, prohibitions on illegal drugs and any impaired job performance, avoiding conflicts of interest, and acting ethically at all times. We also background check our employees, per the Section below.

C. ****Use of Subcontractors.**** We reserve the right to use subcontractors in performance of the C&I Services, provided: (a) any subcontractor we use meets the requirements herein and conditions of these General Terms and the Statement of Work; (b) we will be responsible for the subcontractors compliance with the terms herein and the Statement of Work; and (c) upon your request or inquiry, we will identify any subcontractor that we are using, or plan to use, for C&I Services, and will cooperate in good faith to provide you with all relevant information regarding such subcontractors.

D. ****No Employee Benefits.**** We acknowledge and agree that our Personnel are not eligible for or entitled to receive any compensation, benefits, or other incidents of employment that you make available to your employees. We are solely responsible for all employment related taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between us and our Personnel and the performance of C&I Services by such Personnel.

3. ****Our Background Checks, Security and Compliance Obligations****

A. ****Compliance with Your Security Program.**** While on your premises, our Personnel will comply with your security practices and procedures generally prescribed by you for onsite visitors and service providers. However, any requirement that is in addition to the compliance requirements set forth in this Schedule (e.g., background checks that are different from the background checks described herein) must be expressly set forth in a Statement of Work. We agree to discuss in good faith any condition or requirement you may have for our Personnel that are different from standard policies, however any additional requirement may delay C&I Services and must be vetted and implemented by mutual agreement of the parties and expressly set forth in a Statement of Work. Splunk does not guarantee that it will be able to meet any additional requested requirements.

B. ****Our Security Practices.**** We implement and follow an enterprise security program, with the policies, plans, and procedures set forth here [www.splunk.com/prof-serv-isa](www.splunk.com/prof-serv-isa). Our Personnel will

be subject to the data protection and confidentiality obligations set forth in these General Terms with respect to any of your data that we may have access to in connection with the C&I Services.

C. ****Background Checks.**** For U.S.-based projects, we will not assign an employee to perform C&I Services under a Statement of Work unless we have run the following background check on the employee: Criminal Felony & Misdemeanor; SSN Validation; Federal Criminal; SSN Trace; Employment Report Three (3) Employers; Education Report One (1) Institution; Global Sanctions & Enforcement; Prohibited Parties; Widescreen Plus National Criminal Search.

D. ****Permissions for Access.**** In the event you require any Personnel to sign any waivers, releases, or other documents as a condition to gain access to your premises for performance of the C&I Services ("****Access Documents****"), you agree: (a) that Personnel who will be required to sign Access Documents will sign on behalf of Splunk; (b) that any additional or conflicting terms in Access Documents with these General Terms will have no effect; and (c) you will pursue any claims for breach of any terms in the Access Documents against Splunk and not the individual signing.

4. ****Your Materials****

We will have no rights in or to any Customer Materials, however you grant us the right to use Customer Materials in order to provide the C&I Services. Nothing in these General Terms will be deemed to transfer to us any ownership of Customer Materials.

5. ****C&I Services Materials and Customizations Unique to You****

A. ****C&I Services Materials.**** The C&I Services we perform (e.g., configuration of our Offerings), and the C&I Services Materials we offer, create, and deliver to you in connection with the C&I Services, are generally applicable to our business, and therefore we require the right to be able to re-use the C&I Services Materials we create for one customer in connection with all of our customers. For the avoidance of doubt, our use of the C&I Services Materials created for you in connection with C&I Services will comply with our ongoing obligations and restrictions with respect to your Customer Materials and your Confidential Information, and we will not identify you in any way in connection with our further use of such C&I Services Materials.

B. ****Customer Owned Work Product.**** However, in the unlikely event that the parties agree that C&I Services Materials for a project are custom work product unique to your business, and not applicable to other customers generally, we will transfer ownership to those agreed C&I Services Materials to you under the applicable Statement of Work. C&I Services Materials must be expressly identified as "****Customer Owned Work Product****" under a Statement of Work for ownership to pass to you. Subject to payment of applicable Fees under the Statement of Work, we hereby assign to you all rights, title and interest (including all Intellectual Property Rights therein) in and to all C&I Services Materials identified as Customer Owned Work Product (but excluding all Splunk Preexisting IP incorporated into the Customer Owned Work Product). At your request and expense, we will assist and cooperate with you in all reasonable respects and will execute documents and take such further acts reasonably requested by you to enable you to acquire, transfer, maintain, perfect, and enforce your ownership rights in such Customer Owned Work Product.

C. ****Our Ownership.**** Subject to your ownership rights in Customer Owned Work Product and Customer Materials, we will own all rights in and to all C&I Services Materials.

D. ****License Rights.**** For those C&I Services Materials that are not Customer Owned Work Product, you will have the right to access and use those C&I Services Materials in connection with your applicable Offerings, and those rights will be of the same scope and duration as your rights to the underlying Offering.

6. ****C&I Services Warranty****

We warrant that the C&I Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any C&I Services. As your sole and exclusive remedy and our entire liability for any breach of the foregoing warranty, we will, at our option and expense, promptly re-perform any C&I Services that fail to meet this warranty or refund to you the fees paid for the non-conforming C&I Services.

7. ****Your Cooperation****

You acknowledge that your timely provision of (and our access to) your facilities, equipment, assistance, cooperation, data, information and materials from your officers, agents, and employees (the ****Cooperation****) is essential to Splunk's performance of the C&I Services. We will not be liable for any delay or deficiency in performing the C&I Services if you do not provide the necessary Cooperation. As part of the Cooperation, you will (1) designate a project manager or technical lead to liaise with us while we perform the C&I Services; (2) allocate and engage additional resources as may be required to assist us in performing the C&I Services; and (3) making available to us any data, information and any other materials reasonably required by us to perform the C&I Services, including any data, information or materials specifically identified in the Statement of Work.

8. ****Insurance****

Throughout any period of C&I Services we perform for you, we will maintain insurance policies in the types and amounts described below at our own expense:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000.
- Business Auto Insurance with a limit of not less than \$1,000,000 combined single limit. Such Insurance will cover liability arising out of "hired and non-owned" automobiles.
- Workers Compensation Insurance as required by workers compensation, occupational disease and occupational health and safety laws, statutes, and regulations.
- Technology Errors & Omissions Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.
- Umbrella/Excess Insurance with a limit of not less than \$3,000,000 per occurrence and general aggregate.

9. ****Change Order Process****

You may submit written requests to us to change the scope of C&I Services described in a Statement of Work

(each such request, a "Change Order Request"). If we elect to consider a Change Order Request, then we will promptly notify you if we believe that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the C&I Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. We will continue to perform C&I Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

10. Expenses

Unless otherwise specified in the Statement of Work, we will not charge you for our expenses we incur in connection with a Statement of Work. Our daily C&I Services rates are inclusive of any expenses. In the event the parties agree that expenses are reimbursable under a Statement of Work, we will mutually agree on any travel policy and any required documentation for reimbursement.

11. Prepaid C&I Services

Unless otherwise expressly stated in a Statement of Work, all prepaid C&I Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining prepaid unused C&I Services will expire; no refunds will be provided for any remaining pre-paid unused C&I Services. Unless otherwise specifically stated in a Statement of Work, Education is invoiced and payable in advance.

Configuration and Implementation Services Definitions Exhibit

"C&I

Services" means the services outlined in the Statement of Work.

"C&I Services Materials" means the materials and other deliverables that are provided to you as part of the C&I Services, and any materials, technology, know-how and other innovations of any kind that we or our Personnel may create or reduce to practice in the course of performing the C&I Services, including without limitation all improvements or modifications to our proprietary technology, and all Intellectual Property Rights therein.

"Customer Materials" means the data, information, and materials you provide to us in connection with your use of the C&I Services.

"Fees" means the fees that are applicable to the C&I Services, as identified in the Statement of Work.

"Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights and other rights in works of authorship; rights in trademarks, trade names, and other designations of source or origin; rights in trade secrets and confidential information; and patents and patent applications.

"Personnel" means any employee, consultant, contractor, or subcontractor of Splunk.

"Splunk Preexisting IP" means, with respect to any C&I Services Materials, all associated Splunk technology and all Intellectual Property Rights created or acquired: (a) prior to the date of the Statement of Work

that includes such C&I Services Materials, or (b) after the date of such Statement of Work but independently of the C&I Services provided under such Statement of Work.

"**Statement of Work**" means the statements of work and/or any and all applicable Orders, that describe the specific services to be performed by Splunk, including any materials and deliverables to be delivered by Splunk.

UNRECOGNIZED LICENSE; MD5 sum: 9111485134e0da1709576c7e44f27c92

1.1908 plugin-transform-react-jsx-development 7.24.7

1.1908.1 Available under license :

MIT

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1.1909 supercluster 7.1.3

1.1909.1 Available under license :

ISC

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1.1910 splunk-utils 3.1.0

1.1910.1 Available under license :

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TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

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1.1912 openbsd-x64 0.25.1

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1.1913 plugin-transform-reserved-words

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1.1914 formula 3.0.1

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1.1918 uplot-react 1.2.2

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1.1919 salty 0.2.8

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