splunk-add-on-for-microsoft-cloud-services

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3rd-Party Software Report for **splunk-add-on-for-microsoft-cloud-services**

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Generated
6/11/2026

Revision
8fb45fa2c5ad810570f6e956440b1dfc705eb75f

Dependencies

Summary

Package	Licenses
@babel/code-frame (7.29.0)	MIT
@babel/generator (7.29.1)	MIT
@babel/helper-annotate-as-pure (7.27.3)	MIT
@babel/helper-globals (7.28.0)	MIT
@babel/helper-module-imports (7.28.6)	MIT
@babel/helper-plugin-utils (7.28.6)	MIT
@babel/helper-string-parser (7.27.1)	MIT
@babel/helper-validator-identifier (7.28.5)	MIT
@babel/parser (7.29.2)	MIT
@babel/plugin-syntax-jsx (7.28.6)	MIT
@babel/runtime (7.29.2)	MIT
@babel/template (7.28.6)	MIT
@babel/traverse (7.29.0)	MIT
@babel/types (7.29.0)	MIT
@dnd-kit/accessibility (3.1.1)	MIT
@dnd-kit/core (6.3.1)	MIT
@dnd-kit/modifiers (7.0.0)	MIT
@dnd-kit/sortable (8.0.0)	MIT
@dnd-kit/utilities (3.2.2)	MIT
@emotion/is-prop-valid (1.4.0)	MIT
@emotion/memoize (0.9.0)	MIT
@emotion/stylis (0.8.5)	MIT
@emotion/unitless (0.7.5)	MIT
@jridgewell/gen-mapping (0.3.13)	MIT
@jridgewell/resolve-uri (3.1.2)	MIT
@jridgewell/sourcemap-codec (1.5.5)	MIT
@jridgewell/trace-mapping (0.3.31)	MIT

@react-spring/animated (9.2.6)	MIT
@react-spring/core (9.2.6)	MIT
@react-spring/konva (9.2.6)	MIT
@react-spring/native (9.2.6)	MIT
@react-spring/rafz (9.2.6)	MIT
@react-spring/shared (9.2.6)	MIT
@react-spring/three (9.2.6)	MIT
@react-spring/types (9.2.6)	MIT
@react-spring/web (9.2.6)	MIT
@react-spring/zdog (9.2.6)	MIT
@splunk/react-icons (4.14.0)	Apache-2.0
@splunk/react-ui (4.47.1)	Apache-2.0 MIT
@splunk/splunk-utils (2.3.4)	Apache-2.0
@splunk/themes (0.19.0)	Apache-2.0
@splunk/themes (0.25.0)	Apache-2.0
@splunk/ui-utils (1.12.0)	Apache-2.0
@types/json-schema (7.0.15)	MIT
ajv (6.14.0)	MIT
ajv-keywords (3.5.2)	MIT
attrs (26.1.0)	MIT
azure-core (1.39.0)	MIT
azure-data-tables (12.7.0)	MIT
azure-eventhub (5.15.1)	MIT
azure-eventhub-checkpointstoreblob (1.2.0)	MIT
azure-identity (1.25.3)	MIT
azure-mgmt-compute (38.0.0)	MIT
azure-mgmt-core (1.6.0)	MIT
azure-mgmt-resource (25.0.0)	MIT
azure-storage-blob (12.29.0)	MIT
babel-plugin-styled-components (2.1.4)	MIT

big.js (5.2.2)	MIT
camelize (1.0.1)	MIT
cattrs (23.1.2)	MIT
certifi (2025.8.3)	MPL-2.0
cffi (2.0.0)	mit-0 MIT
charset-normalizer (3.4.7)	MIT
color-blend (2.0.9)	MIT
commonmark (0.30.0)	Multi-license: BSD-2-Clause OR MIT
commonmark-react-renderer (4.3.5)	MIT
cryptography (48.0.0)	Apache-2.0
css-color-keywords (1.0.0)	ISC
css-to-react-native (3.2.0)	MIT
debug (4.4.3)	MIT
decimal.js-light (2.5.1)	MIT
defusedxml (0.7.1)	PSF-2.0
deprecation (2.1.0)	Apache-2.0
dequal (2.0.3)	MIT
emojis-list (3.0.0)	MIT
entities (2.0.3)	BSD-2-Clause
exceptiongroup (1.3.1)	Python-2.0 MIT
fast-deep-equal (3.1.3)	MIT
fast-json-stable-stringify (2.1.0)	MIT
googleapis-common-protos (1.75.0)	Apache-2.0
grpcio (1.74.0)	MPL-2.0 BSD-3-Clause Apache-2.0 apache-2.0 WITH llvm-exception BSD-2-Clause Info-ZIP ISC MIT mit-old-style mit-old-style-no-advert Zlib
has-flag (3.0.0)	MIT
hoist-non-react-statics (3.3.2)	BSD-3-Clause
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lodash.isplainobject (4.0.6)	MIT CC0-1.0
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opentelemetry-exporter-otlp-proto-grpc (1.39.1)	Apache-2.0
opentelemetry-proto (1.39.1)	Apache-2.0
opentelemetry-sdk (1.39.1)	Apache-2.0
opentelemetry-semantic-conventions (0.60b1)	Apache-2.0
packaging (26.2)	Apache-2.0
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picomatch (2.3.2)	MIT
postcss-value-parser (4.2.0)	MIT

prop-types (15.8.1)	MIT
propcache (0.5.2)	Apache-2.0
protobuf (6.33.6)	BSD-3-Clause Protobuf MIT
punycode (2.3.1)	MIT
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PySocks (1.7.1)	BSD-3-Clause Apache-2.0
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react-dom (16.14.0)	MIT
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splunktaucclib (6.6.0)	Apache-2.0
string.prototype.repeat (0.2.0)	MIT
styled-components (5.3.11)	MIT
supports-color (5.5.0)	MIT
tinycolor2 (1.6.0)	MIT
tslib (2.8.1)	0BSD

typing-extensions (4.15.0)	Python-2.0
u-msgpack-python (2.8.0)	MIT
underscore (1.13.8)	MIT
uri-js (4.4.1)	BSD-2-Clause
urllib3 (1.26.19)	MIT
use-deep-compare (1.3.0)	MIT
use-typed-event-listener (3.0.0)	MIT
websocket-client (1.8.0)	Apache-2.0
xss-filters (1.2.7)	Multi-license: BSD-2-Clause OR BSD-3-Clause OR unknown BSD-3-Clause
yarl (1.24.2)	Apache-2.0
zipp (3.23.0)	MIT

@babel/code-frame (7.29.0) npm+@babel/code-frame

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@babel/helper-validator-identifier (7.28.5) npm+@babel/helper-validator-identifier

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@dnd-kit/accessibility (3.1.1) npm+@dnd-kit/accessibility

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(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas,

protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection
- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud

(U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

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

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by

us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

@splunk/react-ui (4.47.1) npm+@splunk/react-ui

Declared License(s)

Apache-2.0

Apache License
Version 2.0, January 2004
http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

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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
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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
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Source: https://www.splunk.com/en_us/legal/splunk-general-terms.html

SPLUNK GENERAL TERMS

Last Updated: February 14, 2025

These Splunk General Terms ("General Terms") between Splunk LLC, a Delaware limited liability company, with its principal place of business at 3098 Olsen Drive, San Jose, California 95128, USA ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") govern your acquisition, access to, and use of Splunk's Offerings, regardless of how accessed or acquired, whether directly from us or from another Approved Source.

By clicking on the appropriate button, or by downloading, installing, accessing, or using any Offering, 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 Customer, do not download, install, access, or use any Offering.

The "Effective Date" of these General Terms is: (i) the date of Delivery; or (ii) the date you access or use the Offering in any way, whichever is earlier. Capitalized terms are defined in the Definitions section below.

1. YOUR USE RIGHTS AND LIMITS

1.1 Your Use Rights

We grant you a non-exclusive, worldwide, non-transferable and non-sublicensable right, subject to your compliance with these General Terms and payment of applicable Fees, to use acquired Offerings only for your Internal Business Purpose during the Term, up to the Capacity, and, if applicable, in accordance with the Order (Use Rights). You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

1.2 Limits on Your Use Rights

Except as expressly permitted in the Order, these General Terms or Documentation, your Use Rights exclude the right to, and you agree not to (nor allow any user or Third Party Provider to):

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas, protocols or algorithms of, or used by, any Offering;

(ii) modify, translate or create derivative works based on any Offering;

(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk

Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection
- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid

the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to

these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-

on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

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

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

@splunk/splunk-utils (2.3.4) npm+@splunk/splunk-utils

Declared License(s)

Apache-2.0

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Version 2.0, January 2004
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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.

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"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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SPLUNK GENERAL TERMS

Last Updated: February 14, 2025

These Splunk General Terms ("General Terms") between Splunk LLC, a Delaware limited liability company, with its principal place of business at 3098 Olsen Drive, San Jose, California 95128, USA ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") govern your acquisition, access to, and use of Splunk's Offerings, regardless of how accessed or acquired, whether directly from us or from another Approved Source.

By clicking on the appropriate button, or by downloading, installing, accessing, or using any Offering, 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 Customer, do not download, install, access, or use any Offering.

The "Effective Date" of these General Terms is: (i) the date of Delivery; or (ii) the date you access or use the Offering in any way, whichever is earlier. Capitalized terms are defined in the Definitions section below.

1. YOUR USE RIGHTS AND LIMITS

1.1 Your Use Rights

We grant you a non-exclusive, worldwide, non-transferable and non-sublicensable right, subject to your compliance with these General Terms and payment of applicable Fees, to use acquired Offerings only for your Internal Business Purpose during the Term, up to the Capacity, and, if applicable, in accordance with the Order (Use Rights). You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

1.2 Limits on Your Use Rights

Except as expressly permitted in the Order, these General Terms or Documentation, your Use Rights exclude the right to, and you agree not to (nor allow any user or Third Party Provider to):

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas, protocols or algorithms of, or used by, any Offering;

(ii) modify, translate or create derivative works based on any Offering;

(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection

- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

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

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

@splunk/themes (0.19.0) npm+@splunk/themes

Declared License(s)

Apache-2.0

Apache License
Version 2.0, January 2004
http://www.apache.org/licenses/

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
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"Derivative Works" shall mean any work, whether in Source or Object
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negligent acts) or agreed to in writing, shall any Contributor be
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END OF TERMS AND CONDITIONS

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To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

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Other License(s)

Splunk General Terms License

Source: https://www.splunk.com/en_us/legal/splunk-general-terms.html

SPLUNK GENERAL TERMS

Last Updated: February 14, 2025

These Splunk General Terms ("General Terms") between Splunk LLC, a Delaware limited liability company, with its principal place of business at 3098 Olsen Drive, San Jose, California 95128, USA ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") govern your acquisition, access to, and use of Splunk's Offerings, regardless of how accessed or acquired, whether directly from us or from another Approved Source.

By clicking on the appropriate button, or by downloading, installing, accessing, or using any Offering, 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 Customer, do not download, install, access, or use any Offering.

The "Effective Date" of these General Terms is: (i) the date of Delivery; or (ii) the date you access or use the Offering in any way, whichever is earlier. Capitalized terms are defined in the Definitions section below.

1. YOUR USE RIGHTS AND LIMITS

1.1 Your Use Rights

We grant you a non-exclusive, worldwide, non-transferable and non-sublicensable right, subject to your compliance with these General Terms and payment of applicable Fees, to use acquired Offerings only for your Internal Business Purpose during the Term, up to the Capacity, and, if applicable, in accordance with the Order (Use Rights). You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

1.2 Limits on Your Use Rights

Except as expressly permitted in the Order, these General Terms or Documentation, your Use Rights exclude the right to, and you agree not to (nor allow any user or Third Party Provider to):

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas, protocols or algorithms of, or used by, any Offering;

(ii) modify, translate or create derivative works based on any Offering;

(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive

purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection
- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-

CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent

permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

"Digital Marketplace" means an online or electronic marketplace operated or controlled by a third party where we have authorized the

marketing and distribution of our Offerings.

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

@splunk/themes (0.25.0) npm+@splunk/themes

Declared License(s)

Apache-2.0

Apache License
Version 2.0, January 2004
http://www.apache.org/licenses/

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
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8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

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END OF TERMS AND CONDITIONS

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Other License(s)

Splunk General Terms License

Source: https://www.splunk.com/en_us/legal/splunk-general-terms.html

SPLUNK GENERAL TERMS

Last Updated: February 14, 2025

These Splunk General Terms ("General Terms") between Splunk LLC, a Delaware limited liability company, with its principal place of business at 3098 Olsen Drive, San Jose, California 95128, USA ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") govern your acquisition, access to, and use of Splunk's Offerings, regardless of how accessed or acquired, whether directly from us or from another Approved Source.

By clicking on the appropriate button, or by downloading, installing, accessing, or using any Offering, 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 Customer, do not download, install, access, or use any Offering.

The "Effective Date" of these General Terms is: (i) the date of Delivery; or (ii) the date you access or use the Offering in any way, whichever is earlier. Capitalized terms are defined in the Definitions section below.

1. YOUR USE RIGHTS AND LIMITS

1.1 Your Use Rights

We grant you a non-exclusive, worldwide, non-transferable and non-sublicensable right, subject to your compliance with these General Terms and payment of applicable Fees, to use acquired Offerings only for your Internal Business Purpose during the Term, up to the Capacity, and, if applicable, in accordance with the Order (Use Rights). You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

1.2 Limits on Your Use Rights

Except as expressly permitted in the Order, these General Terms or Documentation, your Use Rights exclude the right to, and you agree not to (nor allow any user or Third Party Provider to):

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas, protocols or algorithms of, or used by, any Offering;

(ii) modify, translate or create derivative works based on any Offering;

(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection
- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region

(including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

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

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

@splunk/ui-utils (1.12.0) npm+@splunk/ui-utils

Declared License(s)

Apache-2.0

Apache License
Version 2.0, January 2004
http://www.apache.org/licenses/

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).

"Derivative Works" shall mean any work, whether in Source or Object
form, that is based on (or derived from) the Work and for which the
editorial revisions, annotations, elaborations, or other modifications
represent, as a whole, an original work of authorship. For the purposes
of this License, Derivative Works shall not include works that remain
separable from, or merely link (or bind by name) to the interfaces of,
the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including
the original version of the Work and any modifications or additions
to that Work or Derivative Works thereof, that is intentionally
submitted to Licensor for inclusion in the Work by the copyright owner
or by an individual or Legal Entity authorized to submit on behalf of
the copyright owner. For the purposes of this definition, "submitted"
means any form of electronic, verbal, or written communication sent
to the Licensor or its representatives, including but not limited to
communication on electronic mailing lists, source code control systems,
and issue tracking systems that are managed by, or on behalf of, the
Licensor for the purpose of discussing and improving the Work, but
excluding communication that is conspicuously marked or otherwise
designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity
on behalf of whom a Contribution has been received by Licensor and
subsequently incorporated within the Work.

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worldwide, non-exclusive, no-charge, royalty-free, irrevocable
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END OF TERMS AND CONDITIONS

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Other License(s)

Splunk General Terms License

Source: https://www.splunk.com/en_us/legal/splunk-general-terms.html

SPLUNK GENERAL TERMS

Last Updated: February 14, 2025

These Splunk General Terms ("General Terms") between Splunk LLC, a Delaware limited liability company, with its principal place of business at 3098 Olsen Drive, San Jose, California 95128, USA ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") govern your acquisition, access to, and use of Splunk's Offerings, regardless of how accessed or acquired, whether directly from us or from another Approved Source.

By clicking on the appropriate button, or by downloading, installing, accessing, or using any Offering, 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 Customer, do not download, install, access, or use any Offering.

The "Effective Date" of these General Terms is: (i) the date of Delivery; or (ii) the date you access or use the Offering in any way, whichever is earlier. Capitalized terms are defined in the Definitions section below.

1. YOUR USE RIGHTS AND LIMITS

1.1 Your Use Rights

We grant you a non-exclusive, worldwide, non-transferable and non-sublicensable right, subject to your compliance with these General Terms and payment of applicable Fees, to use acquired Offerings only for your Internal Business Purpose during the Term, up to the Capacity, and, if applicable, in accordance with the Order (Use Rights). You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

1.2 Limits on Your Use Rights

Except as expressly permitted in the Order, these General Terms or Documentation, your Use Rights exclude the right to, and you agree not to (nor allow any user or Third Party Provider to):

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas, protocols or algorithms of, or used by, any Offering;

(ii) modify, translate or create derivative works based on any Offering;

(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection
- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought

against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

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

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

@types/json-schema (7.0.15) npm+@types/json-schema

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ajv (6.14.0) npm+ajv

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ajv-keywords (3.5.2) npm+ajv-keywords

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attrs (26.1.0) pip+attrs

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azure-core (1.39.0) pip+azure-core

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azure-data-tables (12.7.0) pip+azure-data-tables

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azure-eventhub (5.15.1) pip+azure-eventhub

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azure-eventhub-checkpointstoreblob (1.2.0) pip+azure-eventhub-checkpointstoreblob

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azure-identity (1.25.3) pip+azure-identity

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azure-mgmt-compute (38.0.0) pip+azure-mgmt-compute

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azure-mgmt-core (1.6.0) pip+azure-mgmt-core

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azure-storage-blob (12.29.0) pip+azure-storage-blob

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babel-plugin-styled-components (2.1.4) npm+babel-plugin-styled-components

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big.js (5.2.2) npm+big.js

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camelize (1.0.1) npm+camelize

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cattrs (23.1.2) pip+cattrs

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certifi (2025.8.3) pip+certifi

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It contains the certificates in PEM format and therefore
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Just configure this file as the SSLCACertificateFile.#

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@(#) $RCSfile: certdata.txt,v $ $Revision: 1.80 $ $Date: 2011/11/03 15:11:58 $

cffi (2.0.0) pip+cffi

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charset-normalizer (3.4.7)

pip+charset-normalizer

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color-blend (2.0.9)

npm+color-blend

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commonmark (0.30.0) npm+commonmark

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commonmark-react-renderer (4.3.5) npm+commonmark-react-renderer

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cryptography (48.0.0) pip+cryptography

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css-color-keywords (1.0.0) npm+css-color-keywords

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css-to-react-native (3.2.0) npm+css-to-react-native

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debug (4.4.3) npm+debug

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decimal.js-light (2.5.1) npm+decimal.js-light

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defusedxml (0.7.1) pip+defusedxml

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deprecation (2.1.0) pip+deprecation

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dequal (2.0.3) npm+dequal

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emojis-list (3.0.0) npm+emojis-list

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entities (2.0.3) npm+entities

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exceptiongroup (1.3.1) pip+exceptiongroup

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fast-deep-equal (3.1.3) npm+fast-deep-equal

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fast-json-stable-stringify (2.1.0) npm+fast-json-stable-stringify

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googleapis-common-protos (1.75.0) pip+googleapis-common-protos

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grpcio (1.74.0) pip+grpcio

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has-flag (3.0.0)

npm+has-flag

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hoist-non-react-statics (3.3.2)

npm+hoist-non-react-statics

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idna (3.16) pip+idna

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importlib-metadata (6.11.0) pip+importlib-metadata

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isodate (0.7.2) pip+isodate

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js-tokens (4.0.0) npm+js-tokens

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jsesc (3.1.0) npm+jsesc

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json-schema-traverse (0.4.1) npm+json-schema-traverse

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json5 (2.2.3)

npm+json5

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keycode (2.2.1)

npm+keycode

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loader-utils (2.0.4) npm+loader-utils

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lodash (4.18.1) npm+lodash

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lodash.isplainobject (4.0.6) npm+lodash.isplainobject

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loose-envify (1.4.0) npm+loose-envify

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mdurl (1.0.1) npm+mdurl

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minimist (1.2.8) npm+minimist

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moment (2.30.1) npm+moment

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ms (2.1.3) npm+ms

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msal (1.36.0) pip+msal

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msal-extensions (1.3.1) pip+msal-extensions

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multidict (6.7.1) pip+multidict

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object-assign (4.1.1)

npm+object-assign

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opentelemetry-api (1.39.1)

pip+opentelemetry-api

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packaging (26.2) pip+packaging

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picocolors (1.1.1) npm+picocolors

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postcss-value-parser (4.2.0) npm+postcss-value-parser

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propcache (0.5.2) pip+propcache

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protobuf (6.33.6) pip+protobuf

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punycode (2.3.1)

npm+punycode

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pycparser (3.0) pip+pycparser

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pycparser -- A C parser in Python

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PyJWT (2.13.0) pip+pyjwt

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PySocks (1.7.1) pip+pysocks

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raw-loader (4.0.2) npm+raw-loader

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react (16.14.0) npm+react

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react-resize-detector (3.4.0) npm+react-resize-detector

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react-spring (9.2.4) npm+react-spring

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requests (2.32.5) pip+requests

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resize-observer-polyfill (1.5.1) npm+resize-observer-polyfill

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scheduler (0.19.1) npm+scheduler

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schema-utils (3.3.0) npm+schema-utils

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scriptjs (2.5.9) npm+scriptjs

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semver (7.7.4)

npm+semver

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shallowequal (1.1.0)

npm+shallowequal

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solnlib (8.1.0) pip+solnlib

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pip+sortedcontainers

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pip+splunk-sdk

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pip+splunktalib

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splunktaucclib (6.6.0) pip+splunktaucclib

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string.prototype.repeat (0.2.0) npm+string.prototype.repeat

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styled-components (5.3.11) npm+styled-components

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tslib (2.8.1) npm+tslib

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typing-extensions (4.15.0) pip+typing-extensions

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u-msgpack-python (2.8.0)

pip+u-msgpack-python

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underscore (1.13.8)

npm+underscore

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uri-js (4.4.1)

npm+uri-js

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urllib3 (1.26.19) pip+urllib3

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use-deep-compare (1.3.0) npm+use-deep-compare

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use-typed-event-listener (3.0.0) npm+use-typed-event-listener

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websocket-client (1.8.0) pip+websocket-client

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xss-filters (1.2.7) npm+xss-filters

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yarl (1.24.2) pip+yarl

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SPLUNK GENERAL TERMS

Last Updated: February 14, 2025

These Splunk General Terms ("General Terms") between Splunk LLC, a Delaware limited liability company, with its principal place of business at 3098 Olsen Drive, San Jose, California 95128, USA ("Splunk" or "we" or "us" or "our") and you ("Customer" or "you" or "your") govern your acquisition, access to, and use of Splunk's Offerings, regardless of how accessed or acquired, whether directly from us or from another Approved Source.

By clicking on the appropriate button, or by downloading, installing, accessing, or using any Offering, 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 Customer, do not download, install, access, or use any Offering.

The "Effective Date" of these General Terms is: (i) the date of Delivery; or (ii) the date you access or use the Offering in any way, whichever is earlier. Capitalized terms are defined in the Definitions section below.

1. YOUR USE RIGHTS AND LIMITS

1.1 Your Use Rights

We grant you a non-exclusive, worldwide, non-transferable and non-sublicensable right, subject to your compliance with these General Terms and payment of applicable Fees, to use acquired Offerings only for your Internal Business Purpose during the Term, up to the Capacity, and, if applicable, in accordance with the Order (Use Rights). You have the right to make a reasonable number of copies of On-Premises Products for archival and back-up purposes.

1.2 Limits on Your Use Rights

Except as expressly permitted in the Order, these General Terms or Documentation, your Use Rights exclude the right to, and you agree not to (nor allow any user or Third Party Provider to):

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structures, ideas, protocols or algorithms of, or used by, any Offering;

(ii) modify, translate or create derivative works based on any Offering;

(iii) use an Offering to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party;

(iv) resell, sublicense, rent the use of, transfer or distribute any Offering;

(v) access or use an Offering to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes;

(vi) access or use an Offering to develop, test, troubleshoot, support, or market any software or service that competes with any Offering, or that integrates, interoperates with, or constitutes an extension of any Offering and that you use or intend to use for a commercial purpose;

(vii) access or use any Offering in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses;

(viii) 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;

(ix) separately use any of the applicable features and functionalities of the Offerings with external applications or code not furnished by us or any data not processed by the Offering;

(x) exceed the Capacity; or

(xi) use any Offering in violation of any applicable laws and regulations (including but not limited to any applicable data protection and intellectual property laws).

For clarity, each of the foregoing subsections imposes a separate and independent limit on your Use Rights.

1.3 Splunk Extensions

Your Use Rights in Splunk Extensions are limited to your use solely in connection with the applicable Offering and subject to the same terms and conditions for that Offering, unless a Splunk Extension is expressly provided under an Open Source Software license that provides broader rights in that Splunk Extension than the Use Rights you have in the underlying Offering.

Despite anything to the contrary in these General Terms, and unless otherwise required by law, Splunk Extensions (excluding Splunk Extensions designated by us as premium) are provided 'AS-IS' without any indemnification or warranties. Support and service levels for Splunk Extensions are as set out in the Support Terms.

1.4 Trial, Beta, Test and Similar Offerings

1.4.1 Trials and Evaluations

We may make certain Trial Offerings available to you under these General Terms. After the Term for the Trial Offering expires, you may continue to use that Offering only subject to payment of applicable Fees.

1.4.2 Beta Offerings

We may make certain Beta Offerings available to you under these General Terms. Your Use Rights in any Beta Offering are further limited to your use solely for internal testing and evaluation of that Beta Offering during the period specified with the Beta Offering, and if no period is specified, then for the earlier of one year from the Beta Offering start date or when that version of the Beta Offering becomes generally available. We may discontinue a Beta Offering at any time and may decide not to make a Beta Offering or any of its features or functionality generally available.

1.4.3 Test and Development Offerings

For Offerings identified as "Test and Development" on the Order, your Use Rights are further limited to your use of those Offerings on a non-production system for non-production uses only, including product migration testing or pre-production staging, or testing new data sources, types, or use cases.

1.4.4 Free Offerings

We may make certain Offerings available for full use (i.e., not subject to limited evaluation purposes) at no charge under these General Terms. These free Offerings may have limited features, functions, and other technical Use Rights limitations.

1.4.5 Limitations and Termination

Despite anything to the contrary in these General Terms, and unless otherwise stated in the Order or required by law, Trial Offerings, Beta Offerings, Test and Development and any free Offerings are provided 'AS-IS' without any indemnification, warranties, maintenance, support or service level commitments. Unless otherwise stated in the Order, we reserve the right to terminate any Offering in this section 1.4 at any time without prior notice and without any liability.

1.5 Specific Offering Terms

Specific security controls and certifications, data policies, service descriptions, Service Level Schedules and other terms specific to Offerings ("Specific Offering Terms") are at http://www.splunk.com/SpecificTerms (which are incorporated by reference). We may change the Specific Offering Terms at any time and without notice, provided these changes will only apply to the Offerings ordered or renewed after the date of the change.

1.6 Interoperability Requirements

If required by law, we will promptly provide the information you request to achieve interoperability between applicable Offerings and another independently created program on terms that reasonably protect our proprietary interests.

2. PURCHASING THROUGH APPROVED SOURCES

2.1 Splunk Affiliate Distributors

We have appointed certain Splunk Affiliates as our non-exclusive distributors of the Offerings (each, a "Splunk Affiliate Distributor"). Each Splunk Affiliate Distributor is authorized by us to negotiate and enter into Orders with customers. Where a purchase is offered by a Splunk Affiliate Distributor, you will order from, and make payments to, that Splunk Affiliate Distributor.

Each Order will be deemed a separate contract between you and the relevant Splunk Affiliate Distributor and will be subject to these General Terms. You agree that:

(i) Splunk's total liability under these General Terms as set out in section 20 (Limitation of Liability) states the overall combined liability of Splunk and our Splunk Affiliate Distributors;

(ii) 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) you will have no right to recover more than once from the same event.

We agree that:

(a) the Splunk Affiliate Distributor will be liable for the performance of the Order; and

(b) to the extent that any obligations of the Order are to be performed by us, the Splunk Affiliate Distributor will be responsible for, and ensure our compliance with, the terms of the Order.

2.2 Approved Sources

These General Terms will govern any Offering that you acquire through any Approved Source. Your payment obligations (if any) will be with the Approved Source through whom you acquired the Offering. However, a breach of your payment obligations with any Approved Source for any Offering will be deemed to be a material breach of these General Terms between you and Splunk.

In addition, if you fail to pay a Digital Marketplace for an Offering, we retain the right to enforce your payment obligations and collect directly from you. Any terms agreed between you and an Approved Source (other than us or a Splunk Affiliate Distributor) that are in addition to these General Terms are solely between you and that Approved Source. No agreement between you and that Approved Source is binding on us or will have any force or effect with respect to the rights in, or the operation, use or provision of, any Offering.

3. YOUR THIRD PARTY PROVIDERS

You may permit your Third Party Providers to access and use the Offerings on your behalf, provided that:

(i) such access and use will at all times be subject to these General Terms and any applicable Order;

(ii) you will ensure these Third Party Providers comply with these General Terms and any applicable Order;

(iii) you are liable for any action or omission of any Third Party Provider if that action or omission would constitute a breach of these General Terms or any Order if done by you; and

(iv) the aggregate use by you and all of your Third Party Providers must not exceed the Capacity.

4. HOSTED SERVICES

4.1 Service Levels

When you purchase Hosted Services, we will make the applicable Hosted Services available to you during the Term in accordance with these General Terms. The Service Level Schedule in the Specific Offering Terms 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.

4.2 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 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.

4.3 Return of Customer Content

You may retrieve and remove Customer Content from the Hosted Services at any time during the Term. We will also make the Customer Content available for your retrieval for 30 days after termination of your subscription. After those 30 days, we will delete all remaining Customer Content without undue delay, unless legally prohibited. If you require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it.

5. DATA PROTECTION

We will follow globally recognized data protection principles for the processing of personal data as described in the applicable data processing addendum at https://www.splunk.com/en_us/legal/splunk-dpa.html (which is incorporated by reference). If we have separately executed a data processing addendum between us covering the same scope, it will apply instead of any data processing addendum posted online.

6. SECURITY

6.1 Security Program

We have implemented and will maintain an industry standard security program to protect our Offerings, IT systems, facilities and assets, and any Customer Confidential Information accessed or processed therein, including Customer Content in a Hosted Service and customer account information.

Our Hosted Service security controls include commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, such as:

- Threat and vulnerability management
- Incident response and breach notification procedures
- Disaster recovery plans
- Open source security scans
- Virus detection
- Industry-standard secure software development practices
- Internal and external penetration testing in the development environment

Our general corporate security controls include:

- Information security policies and procedures
- Security awareness training
- Physical and environmental access controls
- Vendor risk management

6.2 Security Exhibits

The specific security measures applicable to certain Offerings are described in the security exhibits at https://www.splunk.com/en_us/legal/splunk-security-addenda.html.

6.3 Maintaining Protections

Despite anything to the contrary in these General Terms or any policy or terms referenced in these General Terms via hyperlink, we may update Security Exhibits from time to time, provided those updates do not materially diminish the overall security protections set out in these General Terms, applicable Specific Offering Terms or Security Exhibits.

7. SUPPORT AND MAINTENANCE

The specific Support Program included with an Offering will be identified in the Order. We will provide the purchased level of support and maintenance services for an Offering in accordance with the Support Terms effective on the Delivery of that Offering.

8. CONFIGURATION AND IMPLEMENTATION SERVICES

We offer additional services to configure and implement your Offering ("C&I Services"). These C&I Services are purchased under a Statement of Work and are subject to payment of applicable Fees. We provide C&I Services in accordance with our standard C&I Services terms at https://www.splunk.com/en_us/legal/professional-services-agreement.html, effective on the start date of the Statement of Work.

9. OUR COMPLIANCE, ETHICS AND CORPORATE RESPONSIBILITY

9.1 Compliance

We will comply with the laws and regulations applicable to our business and the provision of the Offerings to our customers generally, and without regard to your particular use of the Offering.

9.2 Ethics and Corporate Responsibility

We are 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 Business Conduct and Ethics at https://www.splunk.com/en_us/pdfs/legal/code-of-business-conduct-and-ethics.pdf.

9.3 Anti-Corruption

We implement and maintain programs for compliance with applicable anti-corruption and anti-bribery laws. Our policy prohibits offering or soliciting 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 that you have provided to us.

9.4 Export

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

9.5 Environmental, Social and Governance

Our positions and commitments on environmental, social and governance aspects of our business, including our Global Impact Reports and ESG Position Statement, are in our ESG Resource Center at https://www.splunk.com/en_us/global-impact/esg-resources.html.

10. USAGE DATA

We collect and process Usage Data as set out in Splunk's Privacy Data Sheet for Usage Data available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19239883822949956. Usage Data does not include Customer Content and will be kept confidential.

11. CAPACITY AND USAGE VERIFICATION

11.1 Certification and Verification

Upon our request, you will provide us with a certification signed by your authorized representative verifying that your use of the Offering is in accordance with these General Terms and any applicable Order. For On-Premises Products, we may also ask you from time to time, but not more frequently than once every 12 months, to cooperate with us to verify usage and adherence to the Capacity.

If we request such a verification, you agree to provide us reasonable access to the On-Premises Product installed at your facility (or as hosted by your Third-Party Provider). If we do any verification, it will be performed with as little interference as possible to your use of the On-Premises Product and your business operations. We will comply with your (or your Third-Party Providers') reasonable security procedures.

11.2 Overages

If a verification or usage report reveals that you have exceeded the Capacity or Use Rights, 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. Except where you have paid the applicable Approved Source for such additional Capacity or Use Rights, we will have the right to directly invoice you for overages, regardless of whether you acquired the Offering from us or another Approved Source.

12. OUR USE OF OPEN SOURCE

Certain Offerings may contain Open Source Software. In the applicable Documentation, we make available a list of Open Source Software and applicable licenses incorporated in our On-Premises Products to the extent 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, but only to the extent that Open Source Software is used as intended with 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, those terms will not:

(i) impose any additional restrictions on your use of the Offering; or

(ii) negate or amend our responsibilities with respect to the Offering.

13. THIRD PARTY EXTENSIONS, CONTENT AND PRODUCTS

13.1 Third Party Extensions on Splunkbase

We may make Third Party Extensions available from Splunkbase. We do not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as "certified" or "validated" for use with the Offering. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. We may block or disable access to a Third Party Extension at any time.

13.2 Third Party Content

Hosted Services may contain features that enable interoperation with Third Party Content that you choose to add to a Hosted Service. You may be required to:

(i) separately obtain access to Third Party Content from its provider; and

(ii) grant us access to your accounts with those providers.

By choosing to enable such interoperation by allowing us to enable access to Third Party Content, you:

(a) certify that you are authorized to do so; and

(b) authorize us to allow that provider to access Customer Content as necessary for interoperation.

We are not responsible or liable for disclosure, modification or deletion of Customer Content resulting from such interoperation, nor are we liable for damages or downtime or other impact on the Hosted Service, resulting directly or indirectly from your use of or reliance on Third Party

Content, sites or resources.

13.3 Splunk as a Reseller

When you purchase third party products ("Third Party Products") from us as specified in an Order (which products will include third party software, but not any support which we have contracted to provide), the following applies.

We act solely as a reseller of Third Party Products, which are fulfilled by the relevant third party vendor, and purchase and use of Third Party Products is subject solely to the terms, conditions and policies made available by that third party vendor.

Consequently, we make no representation or warranty of any kind regarding the Third Party Products, whether express, implied, statutory or otherwise, and specifically disclaim 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 we be liable to you for any claim, loss or damage arising out of the use, operation or availability of any Third Party Product (whether such liability arises in contract, negligence, tort, or otherwise).

14. YOUR COMPLIANCE

14.1 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, without limitation, being responsible for your Customer Content and users, their compliance with these General Terms, how you acquired your Customer Content, and the accuracy and lawful use of your Customer Content.

14.2 PHI, PCI Data and ITAR Data

You may not transmit or store PHI, PCI Data or ITAR Data within a Hosted Services unless you have specifically acquired an Offering for that applicable regulated Hosted Services environment.

14.3 Registration

You agree to provide accurate and complete information when you register for and use an Offering and agree to keep this information current. Each person who uses an 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.

We may require additional information for certain Offerings (e.g., technical information necessary for your connection to a Hosted Service), and you will provide this information as we reasonably request. You are responsible for securing, protecting, and maintaining the confidentiality of your account usernames, passwords and access tokens.

14.4 Export Compliance

You will comply with all applicable export laws and regulations of the United States (which apply irrespective of the use location of the Offerings) 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 Department's List of Specially Designated Nationals and the Commerce Department's 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.

14.5 Acceptable Use

For any Hosted Services, you will also abide by our Hosted Services Acceptable Use Policy at https://www.splunk.com/view/SP-CAAAMB6.

14.6 GovCloud Services

This section 14.6 will apply to you if you access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region).

You hereby represent and warrant that:

(i) you are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("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 U.S. 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 U.S. 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 (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data.

You will be responsible for all sanitization costs incurred by us if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning of selected Hosted Services.

15. CONFIDENTIALITY

15.1 Confidential Information

Each party will protect the Confidential Information of the other. Accordingly, receiving party agrees to:

(i) protect disclosing party's Confidential Information using the same degree of care (but in no event less than reasonable care) that it uses to protect its own Confidential Information of a similar nature;

(ii) limit use of disclosing party's Confidential Information to only 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, agents, or Affiliates, each of which has 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 set out here.

15.2 Compelled Disclosure of Confidential Information

Despite the provisions above, receiving party may disclose Confidential Information of disclosing party if it is compelled by law enforcement agencies or regulators to do so, provided receiving party gives disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if disclosing party wishes to contest the disclosure.

If receiving party is compelled to disclose disclosing party's Confidential Information as part of a civil proceeding to which disclosing party is a party, and disclosing party is not contesting the disclosure, disclosing party will reimburse receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. PAYMENT

16.1 Payment Terms

The payment terms in this section 16 only apply when you purchase Offerings directly from us.

16.2 Fees

You agree to pay all Fees specified in the Orders. Fees are non-cancelable and non-refundable, except as otherwise expressly stated in these General Terms. Without limiting any of our other rights or remedies, 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 our invoice or as otherwise stated in the Order.

16.3 Credit Cards

For e-commerce transactions, if you choose to pay by credit or debit card, then you:

(i) will provide us or our designated third party payment processor with valid credit or debit card information; and

(ii) authorize us or our 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 us in a timely manner of any changes to such information.

16.4 Taxes

Fees 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.

17. WARRANTIES

17.1 Relationship to Applicable Law

You may have legal rights in your country that prohibit or restrict the limitations set out in this section 17, which applies only to the extent permitted under applicable law.

17.2 General Corporate Warranty

Each party warrants that it has the legal power and authority to enter into these General Terms.

17.3 Hosted Services Warranty

We warrant that during the Term:

(i) we will not materially decrease the overall functionality of the Hosted Services; and

(ii) the Hosted Services will perform materially in accordance with the Documentation.

For any breach of these warranties, our entire liability, and your sole remedy, will be for us to:

(a) modify or correct the Hosted Service so that it conforms to the foregoing warranty; or

(b) if we determine that (a) is not commercially, technically or operationally reasonable, terminate the non-conforming Hosted Service, and refund to you any prepaid but unused Fees for the remainder of the Term.

17.4 On-Premises Product Warranty

We warrant that for a period of 90 days from its Delivery, the On-Premises Product will substantially perform the material functions described in the Documentation, when used in accordance with the Documentation.

For any breach of this warranty, our entire liability, and your sole remedy, will be for us to:

(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) if we determine that (i) or (ii) is not commercially, technically or operationally reasonable, terminate the Offering with respect to the non-conforming On-Premises Product and refund to you the Fees paid for such non-conforming On-Premises Product.

17.5 Disclaimer of Implied Warranties

Except as expressly set out above, and to the extent allowed by law, the Offerings are provided 'AS IS' with no other warranties or representations whatsoever express or implied. We and our suppliers and licensors disclaim all warranties and representations not expressly set out above, 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.

We do not warrant that use of Offerings will be uninterrupted, error free or secure, or that all defects will be corrected.

18. OWNERSHIP

18.1 Offerings

As between you and us, we own and reserve all right, title, and interest in and to the Offerings 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 out in these General Terms.

18.2 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 and as set out in the Specific Offering Terms. Subject to section 18.1, you own any reporting results that you or your Third Party Providers may derive from Customer Content through the use of the Offerings.

18.3 Feedback

You have no obligation to provide us with any Feedback, unless otherwise stated in the Order. If you provide any Feedback, you grant to us 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.

19. TERM AND TERMINATION

19.1 Term and Renewal

These General Terms will start on the Effective Date and remain in effect until all your Offerings have expired, unless earlier terminated pursuant to this section 19. Termination of a specific Offering will not affect any other Offering. Terminating these General Terms will have the effect of terminating all Offerings. Grounds for terminating an Offering, that are specific to that Offering, will not be grounds for terminating Offerings where no breach exists.

Unless indicated otherwise in the Order, the Term of an Offering that you acquired through an Order, along with 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 1 day before the expiration of the then current Term.

19.2 Termination

Either party may terminate these General Terms, or any 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 Offering, that is not cured within 30 days of receipt of the notice.

Upon any expiration or termination of an Offering, the Use Rights granted to you for that 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.

Unless stated otherwise in these General Terms, upon termination of these General Terms or any Offering, we will have no obligation to refund any Fees or other amounts received from you during the Term. Despite any early termination above, and except for your termination of an Offering for our uncured material breach, you will still be required to pay all Fees payable under the Order.

19.3 Refund Upon Termination for Our Breach

If an Offering is terminated by you for our uncured material breach, we will refund you any prepaid but unused Fees covering the remainder of the Term after the effective date of termination.

19.4 Survival

The termination or expiration of these General Terms will not affect any provisions 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.

19.5 Suspension of Service

In the event of a material breach or threatened material breach of these General Terms, upon at least 5 days' notice, we may, without limiting our other rights and remedies, suspend your use of the Hosted Service until such breach is cured or we reasonably believe there is no longer a threat. Suspension of a Hosted Service will have no impact on the duration of the Term of the Offering, or the associated Fees owed.

20. LIMITATION OF LIABILITY

Each party's aggregate liability, together with any of its Affiliates, arising out of or related to these General Terms will not, in any event, exceed the total amount paid by you for the affected Offering in the 12 months preceding the first incident out of which the liability arose.

This liability cap does not limit:

(i) your obligations under the "Payment" section above;

(ii) your rights to any service level credits under any applicable Service Level Schedule; and

(iii) our right to recover amounts for your use of an Offering in excess of the Capacity purchased or outside of your Internal Business Purpose.

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 limitations above 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 limitations above do not apply to:

(i) your violation of the Use Rights limits in section 1.2 or either party's:

(a) infringement of the other party's Intellectual Property Rights;

(b) indemnification obligations; or

(c) fraud, gross negligence or willful misconduct.

The limitations in this section do not apply to the extent prohibited by law. Some jurisdictions do not allow certain damages to be excluded or limited. To the extent such a law applies to you, some or all of the exclusions or limitations above may not apply to you, and you may have additional rights.

21. INDEMNITY

21.1 Our Indemnification to You

We will defend and indemnify you, and pay all damages (including reasonable 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 your use of an Offering infringes or misappropriates such third party's patent, copyright, trademark or trade secret (a "Customer Claim").

We will have no obligation under the foregoing provision to the extent a Customer Claim arises from:

(i) your breach of these General Terms,

(ii) your Customer Content,

(iii) Third Party Extension, or

(iv) the combination of the Offering with:

(a) Customer Content;

(b) Third Party Extensions;

(c) any software other than software provided by us; or

(d) any hardware or equipment.

However, we will indemnify against combination claims to the extent:

(i) the combined software is necessary for the normal operation of the Offering (e.g., an operating system); or

(ii) the Offering provides substantially all the essential elements of the asserted infringement or misappropriation claim.

We may in our sole discretion and at no cost to you:

(1) modify an Offering so that it no longer infringes or misappropriates a third party right;

(2) obtain a license for your continued use of the Offering, in accordance with these General Terms; or

(3) terminate the Offering and refund to you any prepaid fees covering the unexpired Term.

21.2 Your Indemnification to Us

Unless expressly prohibited by applicable law, you will defend and indemnify us, and pay all damages (including reasonable attorneys' fees and costs) awarded against us, or that are agreed to in a settlement, to the extent a claim, demand, suit or proceeding is made or brought against us or our Affiliates by a third party (including those brought by a government entity) that:

(i) alleges that your Customer Content 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.

21.3 Mutual Indemnity

Each party will defend, indemnify, and pay all damages (including reasonable 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.

Each party 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).

21.4 Process for Indemnification

The indemnification obligations above are subject to the party seeking indemnification:

(i) providing the other party with prompt written notice of the specific claim;

(ii) giving 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 its prior consent, which will not be unreasonably withheld or delayed); and

(iii) giving the indemnifying party all reasonable assistance, at such party's expense.

22. UPDATES TO OFFERINGS

From time to time, we may update or modify our Offerings and policies with prospective effect, provided that such change or modification:

(i) applies to all our customers generally;

(ii) does not impose additional fees or restrictions on your use of the Offering during the Term;

(iii) does not override or supersede the risk allocation between us under these General Terms, including without limitation the terms under sections 20 (Limitation of Liability) and 21 (Indemnity); and

(iv) does not materially reduce the security protections of the applicable Offering or the overall functionality of the applicable Offering during the Term.

23. 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 consent to that venue and personal jurisdiction.

We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged:

(i) breach of confidentiality obligations;

(ii) infringement of intellectual property or other proprietary rights of Splunk, our Affiliates or any third party; or

(iii) violations of the Use Rights limits in section 1.2.

You agree that such breach, infringement or violation likely causes irreparable harm. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods will apply to these General Terms.

24. USE OF CUSTOMER NAME

Subject to your prior approval, we may add your name to our customer list, identify you as our customer on our websites and publicly use your name in connection with our marketing activities (e.g., press releases). Nothing in these General Terms gives you a right to use Splunk's name, logo, or marks for any reason.

25. MISCELLANEOUS

25.1 Different Terms

We expressly reject terms or conditions in any Customer purchase order or other similar document that are different from or additional to these General Terms. Such different or additional terms and conditions will not become a part of the agreement between the parties despite any subsequent acknowledgement, invoice or license key that we may issue.

25.2 No Future Functionality; Discontinuation

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 us regarding future functionality or features. Subject to our Support Policy and commitment during the Term, we may in our sole discretion discontinue the manufacture, development, sale, or support of any Offering, provided such discontinuation does not affect any applicable Order.

25.3 Notices

Except as otherwise specified in these General Terms, all notices related to these General Terms will be sent in writing to the addresses in the Order, or to such other address as may be specified by either party to the other. Notices will be effective upon:

(i) personal delivery;

(ii) the second business day after mailing; or

(iii) if sent by email, the day of sending.

However, any notices relating to termination or an indemnifiable claim must be clearly marked as a legal notice, and must not be sent by email. Billing-related notices to you will be addressed to your relevant designated billing contact. All other notices to you will be addressed to your relevant designated system administrator.

25.4 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, we 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 our assets to which these General Terms relates.

Any attempt to assign these General Terms other than as permitted in these General Terms will be void. Subject to the foregoing, these General Terms will bind and inure to the benefit of the parties' permitted successors and assigns.

25.5 U.S. Government Use Terms

This section 25.5 applies to you only if you are a U.S. federal government agency. We provide 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 us 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.

25.6 Waiver; Severability

The waiver by either party of a breach of or a default under any of these General Terms will not be effective unless in writing. Either party's failure 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 any provision of these General Terms is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the rest 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.

25.7 Integration; Entire Agreement

These General Terms, along with any additional terms incorporated by reference, constitute the complete agreement between the parties regarding the subject of these General Terms, and replace and supersede all previous agreements, communications and understandings, whether written or oral, relating to their subject matter. Except as otherwise expressly set out in these General Terms, any waiver or amendment of any provision of these General Terms must be in writing and signed by both parties.

26. DEFINITIONS

"Affiliate" 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 50% of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Approved Source" means Splunk Inc., a Splunk Affiliate Distributor, our authorized reseller, our authorized platform or repository, or a Digital Marketplace.

"AWS" means Amazon Web Services.

"Beta Offering" means Offerings or features of our Offerings we make available as a preview, beta, or other pre-release version.

"Capacity" means measurement of usage of an Offering (e.g., aggregate daily volume of data indexed, number of search and compute units, virtual CPUs, use cases, or storage capacity), as stated in the Order or, if there is no Order, then in the Offering materials. The Capacities for each of our Offerings are at https://www.splunk.com/en_us/legal/licensed-capacity.html.

"C&I Services" has the meaning set out in section 8.

"Confidential Information" means all non-public information disclosed by a party to the other 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. However, "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 your right to receive content applicable to an Offering (e.g., models, templates, searches, playbooks, rules and configurations, as described in the Documentation) on a periodic basis over the Term. Content Subscriptions are provided as an add-on service and are identified in the Order.

"Customer Claim" has the meaning set out in section 21.1.

"Customer Content" means any data in an Offering that has been ingested by you or on your behalf from your internal data sources.

"Delivery" means the date of our initial delivery of the license key for the Offering or, for Hosted Services, the date we make the Offering available to you for access and use.

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

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

"Enhancement" means updates, upgrades, fixes, enhancements, or modifications to an Offering made generally commercially available by us to our customers under the Support Terms.

"Export Laws" has the meaning set out in section 14.4.

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

"Feedback" means ideas for improvement, suggestions and other feedback you provide to us in connection with an Offering.

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

"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 us or on our behalf and provided to you.

"Intellectual Property Rights" means all worldwide intellectual property rights (whether registered or unregistered), 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.

"Internal Business Purpose" means your use of an Offering for the analysis, monitoring or processing of your own internal IT infrastructure or business operations based on your data from your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of an Offering for purposes such as: (i) ingesting, analyzing, monitoring, processing or servicing the systems, networks, devices, or application data of third parties; or (ii) developing, testing, troubleshooting, or supporting any software or service that competes with any Offering, or that you use, or intend to use, for a commercial purpose and that integrates, interoperates with, or constitutes an extension of an Offering.

"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.

"Offering" means products, services, subscriptions, licenses, and other Splunk offerings (including any associated components), regardless of how acquired, whether directly from us or indirectly through another Approved Source. Examples of Offerings include On-Premises Products, Hosted Services, Support Programs, Content Subscriptions, and C&I Services.

"On-Premises Product" means 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 that we make available to you.

"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; or (iii) redistributed under the same license terms.

"Order" means our quote or ordering document (including an online order form) accepted by you via your purchase order or other ordering document submitted to us (directly or indirectly through another Approved Source) to order Offerings, which references the Offering, Capacity, pricing and other applicable terms set out in our quote or ordering document. Orders do not include any preprinted terms on your purchase order or any other terms on your purchase order that are additional to, or inconsistent with, these General Terms.

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

"PHI" means any protected health information, as defined under HIPAA.

"Service Level Schedule" means a Splunk policy that applies to the availability and uptime of a Hosted Service.

"Specific Offering Terms" has the meaning set out in section 1.5.

"Splunkbase" means our online directory of, or platform for, Extensions at https://splunkbase.splunk.com.

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

"Statement of Work" means a statement of work or any Order that describes the specific C&I Services to be performed by us, including any materials and deliverables to be delivered by us.

"Support Policy" means the Splunk support policy at https://www.splunk.com/en_us/legal/splunk-software-support-policy.html.

"Support Program" means the Support Programs offered by us at https://www.splunk.com/en_us/support-and-services/support-programs.html.

"Support Terms" means the Splunk support terms at https://www.splunk.com/en_us/legal/support-terms.html.

"Term" means the duration of your subscription or license to the Offering that starts and ends on the date listed on the Order. If no start date is specified in the Order, the start date will be the Delivery date of the Offering. If no end date or duration is specified in the Order (or if there is no Order associated with the Offering), the duration of your subscription or license is limited to 60 days, unless otherwise specified with the Offering or in these General Terms.

"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 us to install in connection with a Hosted Service. Examples of Third Party Content include Third Party Extensions, web-based or offline software applications, data service or content.

"Third Party Extensions" means an Extension created by a third party (not by us or our Affiliate).

"Third Party Products" has the meaning set out in section 13.3.

"Third Party Providers" means your authorized consultants, contractors, and agents.

"Trial Offering" means an Offering we make available on a trial or evaluation basis.

"Usage Data" means data generated from the usage, configuration, deployment, access, and performance of an Offering.

"Use Rights" has the meaning set out in section 1.1.

ISC

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pycparser -- A C parser in Python

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