

Splunk Product Rider (“Splunk Rider”)

TD SYNEX Corporation in the U.S. and TD SYNEX Canada ULC in Canada (together “**TD SYNEX**”) are distributors of Splunk Inc. (“**Splunk**”) products. Splunk requires TD SYNEX pass-through specific Splunk-defined terms prior to any sale of Splunk to an Authorized Buyer for further resale to Authorized Buyer’s end user (“**Customer**”). By purchasing Splunk, Authorized Buyer agrees to the terms of this Splunk Rider. Except as modified herein, Authorized Buyer’s purchase of Authorized Products (as defined below) is governed by TD SYNEX’s Terms of Sale, available at <https://www.tdsynex.com/us/en/terms-and-conditions.html> (“Terms of Sale”). If there is a conflict between this Splunk Rider and the Terms of Sale, this Splunk Rider shall control. Deal specific special terms will be provided on the quote (“**Special Terms**”). By placing an order pursuant to the quote, Authorized Buyer is agreeing to the Special Terms.

AGREEMENT

1. Definitions.

- a. “**Authorized Products**” means Splunk product, credits and related configurations identified on the applicable Price List for the United States.
- b. “**Authorized Buyer**” means the entity signing this Splunk Rider that is either a Reseller or MSP Partner.
- c. “**Customer Order**” means an order submitted by a Customer to a Reseller to accept the Reseller’s offer of Authorized Products as set forth in a Reseller Quote requested by the Customer for a specific sales opportunity.
- d. “**Managed Service**” means MSP Partner’s application(s) or service(s) into which Authorized Products is approved by Splunk in writing on an order-by-order basis to be integrated or embedded for use by MSP Partner on behalf of an MSP Client, and pursuant to the terms of its Partner Agreement.
- e. “**MSP Client**” means the MSP Partner end customer to which MSP Partner provides a Managed Service using the Authorized Products.
- f. “**MSP Partner**” means authorized Splunk Manage Partner with a valid Partner Agreement.
- g. “**Order**” means an order submitted by Authorized Buyer to TD SYNEX, in association with which TD SYNEX submits a corresponding order to Splunk.
- h. “**Partner Agreement**” means (i) the agreement between Splunk and an MSP Partner that authorizes the MSP Partner to purchase Authorized Products from TD SYNEX; and (ii) the agreement between a Reseller and Splunk that authorizes reseller to resell Authorized Products to Customers.
- i. “**Reseller**” means authorized Splunk Sell Partner with a valid Partner Agreement.
- j. “**Single Client**” means the MSP Client identified on an Order for Authorized Products for Single-Client Deployment Managed Services.
- k. “**Single-Client Deployment**” means your distribution of Authorized Products for Managed Services to MSP Partner for the Single Client’s internal business purposes benefit, and for no other purpose. “**Software**” means the authorized software products that are listed on the Price List or otherwise provided in the Territory as further provided in the Distributor Addendum.
- l. “**Splunk Customer Agreement**” means the Splunk agreement applicable to an Authorized Products included in a Customer Order: (a) on the Partner Portal available at Splunk General Terms; or (b) such other agreement specifically referenced with a listing for an Authorized Product in the Partner Portal, as Splunk updates any such agreement for the specified Authorized Product from time to time.
- m. “**Quote Special Terms**” means any product-specific or purchase-specific terms appearing on TD SYNEX’s quote to Authorized Buyer that apply to further enable or restrict the Customer’s or MSP Partner’s use of Authorized Products.
- n. “**TD SYNEX Quote**” means a quote that TD SYNEX provides upon request to Authorized Buyer to support TD SYNEX’s resale of Authorized Products to the Authorized Buyer.

2. Pass-Through Terms.

- a. **Partner Agreement.** Authorized Buyer shall comply with the terms and conditions of the applicable Partner Agreement.
- b. **Customer Quote.** In its quote with its Customer (if Authorized Buyer is a Reseller), Authorized Buyer will include: (i) the exact same components, solutions, and quantities of Authorized Products as the corresponding TD SYNEX Quote associated with the Customer opportunity driving the request, and (ii) any Quote Special Terms associated with the opportunity.
- c. **Order.** TD SYNEX may provide Splunk with copies of any Orders.
- d. **MSP Order.** If Authorized Buyer is an MSP Partner and is purchasing Single Client Deployments, Authorized Buyer shall identify the applicable Single Client in its Order.
- e. **Customer Order.** Authorized Buyer (if Authorized Buyer is a Reseller) shall not place an Order with TD SYNEX unless Customer has already placed a corresponding Customer Order with Authorized Buyer for the exact same components, solutions, types and quantities of Authorized Products and any Quote Special Terms as provided to Authorized Buyer in the TD SYNEX Quote. TD SYNEX may provide the Customer Order to Splunk and Authorized Buyer shall ensure that Customer has provided any necessary consents for TD SYNEX to provide the Customer Order to Splunk.

- f. Customer Agreement.** Authorized Buyer shall require the Customer to accept the Splunk Customer Agreement (a) at the time of the Customer's Order to Authorized Buyer, or (b) if allowed by law, at the time the Customer is first accessing the Product; and (ii) the terms of the Splunk Customer Agreements and Quote Special Terms in Authorized Buyer's purchase agreement with any Customer legally binds the Customer. Only the terms of the Customer Agreement will govern a Customer's use of Authorized Products. No agreement between Authorized Buyer and End User is binding on Splunk, nor will it have any force or effect with respect to the rights in, or the operation, use or provision of the Products, and any additional or conflicting terms in an agreement between Authorized Buyer and a Customer is the sole responsibility of Authorized Buyer.
- g. U.S. Government Customers.** Splunk provides Authorized Products for U.S. federal government end use solely in accordance with the following: Government technical data and rights related to Authorized Products include only those rights customarily provided to the public. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data—Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Splunk to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Authorized Buyer may distribute the Offering to the U.S. Government or to Customers under U.S. Government contracts if and only if the Offering is licensed subject to the terms of the Splunk Customer Agreement. If Authorized Buyer is selling to a U.S. Government Customer, Authorized Buyer shall incorporate the terms of the Splunk Customer Agreement in its contract with the U.S. Government in a way that legally binds the U.S. Government to these terms. This Section 2(g) is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses U.S. Government licensing rights.