



US Service Provider Addendum - Customer

This US Service Provider Addendum (“**Addendum**”) is attached to and made a part of the DPA between _____ (“**Customer**”) and Splunk Inc. (“**Splunk**”), as amended, supplemented, or otherwise modified by Customer and Splunk.

Capitalized terms used in this Addendum but not defined herein will have the same meaning as in the DPA. If there is any inconsistency between the terms of this Addendum and the DPA, the terms of this Addendum will prevail. This Addendum will continue in force until the termination of the DPA.

This Addendum sets forth the requirements for the Processing by Splunk of the Personal Information of Consumers pursuant to the DPA.

1. Definitions

- 1.1. “**Business**” is as defined under Data Protection Law.
- 1.2. “**Business Purpose**” is as defined under Data Protection Law.
- 1.3. “**Consumer**” is as defined under Data Protection Law.
- 1.4. “**DPA**” means the Data Processing Addendum between Splunk and Customer.
- 1.5. “**Data Protection Law**” means the California Consumer Privacy Act of 2018, including as amended by the California Privacy Rights Acts, and all legislation revising, pre-empting, or supplementing the foregoing as updated, amended, or replaced from time to time.
- 1.6. “**Personal Information**” means all data which is defined as 'personal information' or 'personal data' under Data Protection Law and which is provided by a Customer to Splunk (directly or indirectly), and accessed, stored, or otherwise Processed by Splunk as a Service Provider as part of its provision of the Offerings to a Customer.
- 1.7. “**Process**” or “**Processing**” is as defined under Data Protection Law, as applicable.
- 1.8. “**Sale**” or “**Sell**” is as defined under Data Protection Law.
- 1.9. “**Service Provider**” is as defined under Data Protection Law.
- 1.10. “**Share**” or “**Sharing**” is as defined under Data Protection Law.
- 1.11.

2. Roles and Responsibilities

- 2.1. References to “Data Protection Law” in the DPA shall be considered revised to include the definition of Data Protection Law under the Addendum where Data Protection Law requires equivalent protections.
- 2.2. Splunk is a Service Provider for the purposes of the services it provides to Customer pursuant to the Agreement, according to the meaning given to those terms under Data Protection Law.
- 2.3. Splunk agrees that, to the extent that Customer discloses a Consumer’s Personal Information to Splunk, Splunk will Process that Personal Information only on behalf of Customer and pursuant to the Agreement, the DPA and this Addendum.

3. Splunk’s Processing of Personal Information of Consumers

- 3.1. Splunk certifies that it shall not retain, use, disclose, or otherwise Process a Consumer’s Personal Information for any purpose other than for the specific purpose of performing the Offerings specified in the Agreement, for a permitted Business Purpose, or to comply with applicable law.
- 3.2. Splunk agrees that it shall not Sell or Share a Consumer’s Personal Information or combine it with Personal Information Splunk receives from, or on behalf of, another person or entity, unless otherwise permitted under Data Protection Law, including without limitation, for a permitted Business Purpose.
- 3.3. Splunk certifies that it understands the restrictions set forth for Service Providers under Data Protection Law, and will comply with them.
- 3.4. Splunk will notify Customer within five (5) business days if it determines that it can no longer meet its obligations under Data Protection Law.
- 3.5. In the event of Splunk’s uncured material breach of Section 3 above, Customer retains the right, upon reasonable notice to Splunk, to take reasonable and appropriate steps to stop and remediate any unauthorized Processing of Personal Information by Splunk

The Parties’ authorized signatories have duly executed this Amendment:

CUSTOMER	SPLUNK INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____