

**SUMO LOGIC SERVICE AGREEMENT**  
**(Federal End User)**

This Sumo Logic Service Agreement (“**Service Agreement**” or “**Agreement**”) describe your rights and responsibilities as a customer of our Services. These Terms are between you and Sumo Logic, Inc., a Delaware corporation (“**Sumo Logic**”, “**we**” or “**us**”). “**You**” means the Federal agency customer or Ordering Activity identified in a Federal agency customer order to a Sumo Logic reseller (“**Order Form**” or “**Order**”).

This Service Agreement, constitutes the entire agreement between Sumo Logic and You, however, these terms and conditions do not alter the prime contract terms and conditions which are between the You and the prime contractor. Sumo Logic is not a party to the prime contract. In the event of a conflict or inconsistency between an Order Form and this Service Agreement, as between You and Sumo Logic, this Service Agreement shall control.

You may not, without Sumo Logic’s prior written consent, access or use the Services: (a) if You are a direct competitor; or (b) for any other benchmarking or competitive purposes.

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**1. GRANT AND USE RIGHTS**

1.1 **Provision of the Services.** Sumo Logic will make available to You the selected internet based services (“**Services**”) as specified on the applicable Order Form(s).

1.2 **Support.** During the Subscription Term, the Services will be accessible in accordance with the Support Terms, as applicable (the “**Support Terms**”), as set forth in Exhibit C incorporated hereunder.

1.3 **Software.** Certain Services or features of the Services may require You to install software applications (“**Software**”) to access such Services or features. Subject to the terms and conditions of this Agreement, You are granted a limited, non-exclusive, nontransferable, revocable right to use the Software solely for its internal purposes during the Subscription Term.

1.4 **Intellectual Property.** Sumo Logic Technology is made available on a limited access basis, and no ownership right is conveyed to You, irrespective of the use of terms such as “purchase” or “sale”. Sumo Logic (and its licensors, where applicable) retains all intellectual property rights relating to the Services or the Software (collectively **Services** and **Software** shall be referred to as “**Sumo Logic Technology**”). You will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under the Agreement.

1.5 **Feedback.** You may from time to time provide suggestions, comments or other feedback to Sumo Logic with respect to Sumo Logic Technology (“**Feedback**”). You will not share any of Your Confidential Information with Sumo Logic when You provide Feedback. You grant to Sumo Logic a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

1.6 **Training/Migration Services.** Sumo Logic may provide basic training and Migration services as (“**Training/Migration Services**”) in connection with implementing the Services as specified on the applicable Order Form. Fees for such Training/Migration Services will be included in the applicable Order Form, provided that Sumo Logic may charge additional fees if You request additional or advance Training/Migration Services. Any such fees will be negotiated and agreed to by You prior to Sumo Logic providing such additional Training/Migration Services. Subject to the terms and conditions of this Agreement, You are granted a limited, non-exclusive, nontransferable right to use any output in conjunction with such Training/Migration Services solely in connection with this Agreement and during the training purchased by You and conducted by Sumo Logic (hereinafter referred to as “**Deliverables**”).

1.7 **Third-Party Applications.** Sumo Logic may make available third-party applications with pre-defined queries and visualizations/dashboards (each an “**Application**”). Use of such Application is elective, and You grant Sumo Logic the right to share usage information with the third-party Application developer for purposes of improvements and troubleshooting.

1.8 **Suspension.** We may also suspend Services immediately upon notice for cause if: (a) You violate (or give us reason to believe You have violated) our Acceptable Use Policy; (b) You breach the Agreement; (c) there is reason to believe that the traffic created from Your use of the Services is fraudulent; (d) for scheduled or emergency maintenance; or (e) we determine, in our sole discretion, that providing the Services is prohibited by applicable law, or how become impractical or unfeasible for any legal or regulatory reason to the provide the Services, and in each instance such suspension is necessary to mitigate any damages resulting from the such actions/causes.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 **Acceptable Use Policy.** Access to (and use of) the Sumo Logic Technology is subject to Your compliance with the Acceptable Use Policy attached as Exhibit B incorporated hereunder. Any entity that directly (or through an affiliate) offers services that compete with the Service will not directly (or indirectly) use or otherwise access the Sumo Logic Technology, unless Sumo Logic provides prior written consent to do so pursuant to a separate document that is signed by an officer of Sumo Logic. You will promptly notify Sumo Logic in writing of any unauthorized use of the Sumo Logic Technology, in each case that comes to Your attention, and promptly take all reasonable steps necessary to terminate such unauthorized use, including collaborating with Sumo Logic to remediate.

2.2 **Credentials.** As required to provision, maintain and otherwise address potential account issues, You will cooperate with Sumo Logic in connection with the performance of this Agreement by making available such personnel and information taking such other actions as Sumo Logic may reasonably request. You will establish a username and password (or any other means required by Sumo Logic) (collectively "**Account Credentials**") for verifying that only designated employees of You have access to any administrative functions of the Services. You are responsible for all activities (including the use of the Services) performed with the account Credentials and will maintain the security of the Account Credentials.

2.3 **Your Contact.** You will designate an individual who will have the responsibility to, and the authority of You, to make decisions concerning all matters relating to this Agreement ("**Primary Contact**"). You may change the individual designated as Primary Contact at any time by updating the information in the administration console for the Services.

2.4 **Email Selected for Account.** You choose which email address to use when registering for the Services.

2.5 **Security.** During the Term of this Agreement, Sumo Logic will implement and maintain administrative, physical and technical safeguards and measures designed to protect against unauthorized access to Your Data. Such security program will conform to the Security Exhibit attached as Exhibit A, and is further described the most recent Service Organization Control 2 (SOC2 Type II) (or substantially similar industry standard report). During the Subscription Term, Sumo Logic will not materially diminish the protections provided by the controls in Exhibit A.

2.6 **Administrators.** Through the Services, You may specify certain users as administrators, who have important rights and controls over Your use of the Services (each an "**Administrator**"). This may include entering into Order Forms; creating, de-provisioning, modifying, or monitoring user roles; setting permission levels; configuring the Services; setting retention or deletion policies as applicable; and overall managing access to Your Sumo Logic account.

2.7 **Your Controls.** The Services provide a number of controls that You may use as technical and organizational measures to assist in connection with Your obligations. These controls are at both the Administrator and user level. Users also participate in this shared responsibility model by determining which types of data they need to send over to the Services and what types of queries to run, including whether the proposed use cases meet their applicable compliance needs. For clarity, You are responsible for the actions of its Administrator(s) and users. If You wish to have a backup of its log data, then You may, prior to data ingestion, configure the Services to forward a copy of all Your log data (in standard Sumo Logic format) to an AWS S3 bucket ("**Data Forwarding**"). This feature will not work retroactively and must be configured prior to data ingestion. If You choose to utilize Data Forwarding, then You must: (i) purchase and maintain an AWS S3 Bucket from AWS or an authorized third party, with such terms between You and AWS; and (ii) provide the credentials to the AWS S3 bucket as required by the Sumo Logic Technology prior to the uploading of Your log data.

## 3. CONFIDENTIALITY

3.1 **Definition of Confidential Information.** Each party (the "**Recipient**") understands that the other party (the "**Discloser**") has disclosed or may disclose information relating to the Discloser's technology or business ("**Confidential Information**").

3.2 **Protection of Confidential Information.** The Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care applicable to commercial trade secrets) to: (a) not use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement; and (b) limit access to Confidential Information of the Discloser to those of its employees and contractors who need that access for purposes consistent with this Agreement on behalf of the end user and who have signed confidentiality agreements with the Recipient containing protections not materially less protective of the Confidential Information than those herein. The foregoing will not apply to any information that the Recipient can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Recipient; (ii) was in its possession or known by it prior to receipt from the Discloser and without a duty of confidentiality; (iii) was rightfully disclosed to it without restriction by a third party; or (iv) was independently developed without use of any Confidential Information of the Discloser.

3.3 **Compelled Disclosures.** Nothing in this Agreement will prevent the Recipient from disclosing the Confidential Information pursuant to any judicial court order or subpoena, provided that (to the extent permitted by applicable law) the Recipient gives the Discloser reasonable prior notice of such disclosure to contest such order and limits the amount disclosed to only what is legally required.

3.4 **Data. “Your Data”** means the electronic data or information submitted by You to the SaaS Services. Except for Your Data, Sumo Logic does not wish to receive any Confidential Information from Customer that is not necessary for Sumo Logic to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Sumo Logic may reasonably presume that any unrelated information received from You is not confidential or Confidential Information. Notwithstanding anything to the contrary, Sumo Logic may: (a) collect and process technical and related information about Your use of the Sumo Logic Technology, which may include (without limitation) page views, session duration, number of unique user logins, ingest volume, performance, configuration, search congruency, machine-generated data, and other similar data; and (b) create aggregated or de-identified information, so long as such information does not include any personal information and that a third party cannot reasonably determine that You are the source of any such information. You authorize Sumo Logic to use such information to support and troubleshoot, provide personalized messages and updates, invoice, analyze trends and benchmark, and administer (as well as test and improve) the Sumo Logic Technology.

3.5 **Permitted Disclosures.** Both parties will have the right to disclose the existence of this Agreement, but not any negotiated terms and conditions of the Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, is required to be disclosed under Freedom of Information Act, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to a party’s attorneys, accountants, auditors, financial advisers, creditors, insurers, as well as acquirers, investors, financiers and bona fide potential acquirers, investors and financiers of such party, who are subject to an obligation of confidentiality. If the Order Form is issued under a GSA prime contract, Sumo Logic acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

3.6 **Deletion of Confidential Information.** Upon termination of the Agreement, the Recipient will delete Discloser’s Confidential Information, but may retain such information pursuant to its policies for: (a) accounting, tax, billing, audit, and compliance purposes; (b) investigating fraud or unlawful use of the Services; or (c) as required by applicable law, provided such retention, use, and disclosure for the foregoing purposes is subject to the confidentiality obligations under this Section 3 (Confidentiality).

3.7 **Totality of Confidentiality.** For clarity, to the extent the parties have entered into (or enter into) a separate non-disclosure agreement regarding the access to (or use of) the Services, You agree that the terms of this Service Agreement supersede and control.

#### 4. PAYMENT OF FEES

4.1 **Payment of Fees.** You will pay the Reseller the applicable fees for the Sumo Logic Technology and Training and Migration Services as set forth on the Order Form (the “Fees”). If Your use of the Sumo Logic Technology and Training and Migration Services exhausts or exceeds the Service Capacity set forth on the Order Form, You may purchase additional Service Capacity at the rate set forth on the Order Form and continue to use Sumo Logic Technology. Service Capacity shall be stated as the amount of Total Storage set forth on the Order Form. If You do not purchase additional Service Capacity, then this Agreement shall terminate in accordance with Section 5 (Termination) of this Agreement.

4.2 **Suspension for Failure to Pay.** [Reserved – payment terms are between the Federal customer and the reseller]

4.3 **Taxes.** [Reserved. Tax terms are between the prime contractor and You.]

4.4 **Non-Refundable.** Except as specifically set forth in this Agreement, all payments for Sumo Logic Services under all Order Forms are non-refundable.

4.5 **Invoicing.** [Reserved. Invoicing terms are between You and the prime contractor.]

4.6 **Purchase Orders.** No purchase orders sent by You will be deemed to modify or otherwise supplement this Agreement, unless Sumo Logic has agreed to such changes, in writing.

4.7 **Resellers.** If You obtain the Services from a reseller authorized by Sumo Logic (“Reseller”) through an Order Form executed with Reseller, then any fees, including refunds and credits, will solely be by and between Reseller and You.

Reseller is not authorized to make any changes to this Agreement or bind Sumo Logic to any additional or different terms or conditions. For the avoidance of doubt, nothing in this Section 4.7 (Resellers) affects suspension rights or deactivation rights for Sumo Logic or a Reseller.

## 5. TERMINATION

5.1 **Term.** Each Order Form will define the specific duration of access to the Services (each a “**Subscription Term**”). The term of this Agreement commences on the date of the Subscription Term and continues until the earlier of the use of the Service Capacity or the Subscription Term for the applicable Order has expired or have been terminated (the “**Term**”).

5.2 **Mid-Term Elections. [Reserved].**

5.3 **Renewal. [Reserved].**

5.4 **Termination for Cause.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement by giving thirty (30) days prior written notice to the breaching party or if the breaching party disputes the existence of the breach, in which case the Contract Disputes Act shall govern such dispute; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (a) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (b) upon the other party's making an assignment for the benefit of creditors, or (c) upon the other party's dissolution or ceasing to do business. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. If Sumo Logic terminates in accordance with this Section 5.4 (Termination for Cause), then any unpaid fees covering the remainder of the then-current Subscription Term will become immediately due.

5.5 **Effect of Termination.** Effect of Termination – Upon termination of Agreement, all Your Data will automatically enter the deletion queue or if not technically feasible certified as non-recoverable/non-retrievable. The following Sections survive any expiration or termination of this Agreement: 1.4 (Intellectual Property), 1.5 (Feedback), 2.1 (Acceptable Use Policy), 3 (Confidentiality), 4 (Payment of Fees), 5.5 (Effect of Termination), 6 (Warranties), 7 (Warranty Disclaimer), 8 (Liability), 9 (Indemnification), and 11 (General Provisions).

5.6 **Refund or Payment upon Termination.** If this Agreement is terminated by You in accordance with Section 5.4 (Termination for Cause), then Sumo Logic will refund You any prepaid Fees covering the remainder of the Subscription Term after the effective date of the termination.

## 6. WARRANTIES

6.1 **Mutual Warranty.** Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so.

6.2 **Sumo Logic Warranty.** Sumo Logic warrants that the Training/Migration Services will be performed using commercially reasonable care and skill in all material respects. YOUR SOLE AND EXCLUSIVE REMEDY FOR SUMO LOGIC'S BREACH OF THIS WARRANTY WILL BE THE CORRECTION OF THE DEFICIENT TRAINING/MIGRATION SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF SUMO LOGIC CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY TERMINATE THE APPLICABLE ORDER FORM(S) FOR THE TRAINING/MIGRATION SERVICES. SUMO LOGIC WILL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM UNLESS NOTIFIED OF SUCH CLAIM WITHIN FIVE (5) DAYS OF THE FIRST INSTANCE OF ANY MATERIAL PROBLEM. THE WARRANTIES SET FORTH IN THIS SECTION 6.2 (SUMO LOGIC WARRANTY) ARE MADE TO AND FOR THE BENEFIT OF YOU ONLY. SUCH WARRANTIES WILL ONLY APPLY IF THE APPLICABLE SERVICES HAS BEEN UTILIZED IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW.

6.3 **Your Warranty.** You represent and warrant that You have not relied on any other warranties or representations concerning Sumo Logic or the Sumo Logic Technology.

## 7. WARRANTY DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT (OR OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT POSSIBILITY OF CONTRACTUAL WAIVER): SUMO LOGIC AND ITS LICENSORS AND THIRD PARTIES EXPRESSLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE; AND, THE SUMO LOGIC TECHNOLOGY, REPORTS, AND ANY OTHER INFORMATION IS PROVIDED ON AN "AS IS" BASIS WITHOUT

WARRANTY OR CONDITION OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SUMO LOGIC AND ITS LICENSORS AND THIRD PARTIES DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SUMO LOGIC TECHNOLOGY WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (B) YOUR USE OF THE SUMO LOGIC TECHNOLOGY WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ALL ERRORS WILL BE CORRECTED, AND (D) DATA PROVIDED THROUGH THE SUMO LOGIC TECHNOLOGY WILL BE ACCURATE. SUMO LOGIC AND ITS LICENSORS AND THIRD PARTIES ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SUMO LOGIC TECHNOLOGY THAT ARISE FROM YOUR DATA, OR THIRD-PARTY DATA, OR SERVICES PROVIDED BY THIRD PARTIES, OR TRANSMISSION OF DATA OVER NETWORKS THAT SUMO LOGIC DOES NOT OWN, OPERATE OR CONTROL.

## **8. LIABILITY**

### **8.1 Limitation of Liability.**

IN NO EVENT WILL EITHER PARTY'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (INCLUDING ANY ANCILLARY AGREEMENT) EXCEED THE TOTAL FEES PAID BY THE PRIME CONTRACTOR OR RESELLER FOR THE PRODUCT(S) OR SERVICES ON THE ORDER GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PROCEEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT. FOR CLARITY, THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. TO THE EXTENT THAT YOUR LIABILITY IS LIMITED IN ANY WAY, INCLUDING, FOR EXAMPLE, UNDER THE ANTI-DEFICIENCY ACT, SUMO LOGIC'S LIABILITY WILL BE LIMITED TO THE SAME AMOUNT.

### **8.2 Liability Exclusions.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8.1 (LIMITATION OF LIABILITY), AND SUBJECT TO THE ANTI-DEFICIENCY ACT, NOTHING SHALL RESTRICT (OR OTHERWISE LIMIT) THE LIABILITY FOR: (A) INDEMNIFICATION OBLIGATION UNDER SECTION 9 (INDEMNIFICATION), (B) BREACH OF SECTION 1.4 (INTELLECTUAL PROPERTY), (C) BREACH OF SECTION 2.1 (ACCEPTABLE USE POLICY), AND (D) WILLFUL MISCONDUCT OR FRAUD.

### **8.3 Reseller Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUMO LOGIC WILL HAVE NOT LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER.

### **8.4 Exclusion of Consequential Damages and Related Damages.**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, LOSS OF GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS.

THE PARTIES ACKNOWLEDGE THAT THE FEES, EXCLUSIONS, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE ESSENTIAL COMPONENTS OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES, AND THAT EACH PARTY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **9. INDEMNIFICATION**

**9.1 Sumo Logic Indemnity.** Sumo Logic will defend You against any third-party claim, action, proceeding or suit, to the extent that the Services infringes or misappropriates the intellectual property rights of any person and will pay for the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement by Sumo Logic. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

**9.2 Conditions.** Sumo Logic will have no obligation or liability with respect to the foregoing for any actual or alleged infringement to the extent arising from or relating to: (a) Free Products; (b) Your Data or Your breach of this Agreement; (c) use of the Sumo Logic Technology other than in accordance with this Agreement; (d) modification of the Sumo Logic Technology by someone other than Sumo Logic; (e) combination of the Sumo Logic Technology with any other products, services, or materials, or (f) Your failure to implement required updates to the Sumo Logic Technology as requested by Sumo Logic. If Sumo Logic believes Your use of the Sumo Logic Technology may be enjoined, then Sumo Logic may, at

its sole option and expense and as Your sole remedy, either (i) procure for You a license to continue using the Sumo Logic Technology in accordance with the terms of this Agreement; (ii) replace or modify the allegedly infringing Sumo Logic Technology to avoid the infringement; or (iii) terminate the applicable Order Form(s) directly or thru the applicable Reseller, and refund any unused prepaid Fees paid by You under the applicable Order Form(s). SECTION 9.1 (SUMO LOGIC INDEMNITY) AND SECTION 9.2 (CONDITIONS) STATE THE ENTIRE LIABILITY OF SUMO LOGIC AND THE SOLE REMEDY FOR YOU IN CONNECTION WITH ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9.3 **Exclusion.** Sumo Logic will have no obligation or liability with respect to the foregoing for any actual or alleged infringement if the total aggregate Fees received with respect to the Services in the twelve (12) month period immediately preceding the first claim is less than fifty thousand US dollars (\$50,000.00 USD).

9.4 **Exclusion in Lieu of a Customer Indemnity.** Sumo Logic and its directors, employees, licensors and agents will have no liability to You or any third party for any Losses arising from or relating to Your unauthorized use of the Services or Sumo Logic Technology, violation of any applicable law or violation of any third party right.

9.5 **Indemnification Process.** The obligations set forth in this Section 9 (Indemnification) apply only if: (a) the indemnified party notifies the indemnifying party in writing of any claim promptly upon learning of or receiving the same; (b) the indemnified party provides the indemnifying party with reasonable assistance requested by the indemnifying party, at the indemnifying party's reasonable and documented expense, for the defense and settlement, if applicable, of any claim; and (c) the indemnified party provides the indemnifying party with the exclusive right to control and the authority to settle any claim, provided, however, that: (i) the indemnifying party will not settle any claim that admits fault or liability of the indemnified party without the indemnified party's prior written consent (which shall not be unreasonably withheld, conditioned or delayed); and (ii) the indemnified party will have the right to participate in the matter at its own expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

## 10. GOVERNMENT MATTERS

10.1 **Export Compliance.** The Sumo Logic Technology is subject to export restrictions by the United States government and may be subject to import restrictions by certain foreign governments. You will comply with applicable export and import laws and regulations (including "deemed export" and "deemed re-export" regulations). You will not (and will not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Sumo Logic Technology or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list (collectively, "**Prohibited Persons**"); (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) it is not located in, under the control of, or a national or resident of any such prohibited country and (ii) no Your Data is controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions. You also certify that it is not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. You will not to use or provide the Sumo Logic Technology for any prohibited end use, including (without limitation) to support any nuclear, chemical, or biological weapons proliferation, or missile technology, without the prior permission of the United States government.

10.2 **Government Customers.** U.S. Government Rights. The Sumo Logic Technology and Deliverables are "commercial items" as that term is defined at FAR 2.101. If You are the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Sumo Logic provides the Sumo Logic Technology and Deliverables, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Note, however, that Subpart 227.72 does not apply to computer software or computer software documentation acquired under GSA schedule contracts. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or

Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Sumo Logic 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 to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Sumo Logic Licensed Technology and any Deliverables and return the Licensed Technology and Deliverables, including documentation and any other software or technical data delivered as part of the Sumo Logic Technology and Deliverables, unused, to Sumo Logic. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

## 11. GENERAL PROVISIONS

11.1 **Betas.** From time-to-time, Sumo Logic may offer certain Sumo Logic Technology at no charge, including alphas, betas, non-GA, limited release, developer preview, and any such similarly designated services, product features, or documentation (collectively "**Betas**") such Betas are subject to the agreement that accompanying such Betas and not part of the procurement. You may, at Your option, elect to participate in Betas. In the event You so elect, then Your use of Betas are subject to the agreement accompanying such Betas and is only permitted during the designated term of such Beta (which in any event will terminate to the extent a Beta is made generally available). Betas may be modified or terminated at any time and for any reason in Sumo Logic's sole discretion, without liability. You acknowledge that Betas are still under development, may be inoperable or incomplete, and are likely to contain more errors and bugs than generally available Sumo Logic Technology. There is no commitment that: (a) any Beta will be made generally available; or (b) if made generally available, that it will be substantially similar to the Beta. You will use commercially reasonable efforts to notify Sumo Logic of any bugs or issues in the Betas. All information regarding a Beta is Sumo Logic Confidential Information.

11.2 **Free Products.** We may offer certain Sumo Logic Technology to You at no charge, including free accounts, trial use, and Betas (collectively "**Free Products**"). Use of Free Products are subject to the agreement that accompanying such Free Products and not part of the procurement. We may modify or terminate Your right to use Free Products at any time and for any reason in our sole discretion, without liability to You. Sumo Logic will have no liability whatsoever for any harm or damage arising out of or in connection with Free Products. The Free Products are provided "as is" without any warranty. SUMO LOGIC EXPRESSLY DISCLAIMS ALL OBLIGATIONS OR LIABILITIES WITH RESPECT TO FREE PRODUCTS, INCLUDING ANY SUPPORT, WARRANTY AND INDEMNIFICATION OBLIGATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUMO LOGIC'S MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT TO FREE PRODUCTS WILL BE ONE HUNDRED DOLLARS (\$100.00 USD).

11.3 **Entire Agreement.** This Agreement constitutes the entire agreement between You and Sumo Logic with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications by and between us, however, these terms and conditions do not alter the prime contract terms and conditions which are between You and the prime contractor. Sumo Logic is not a party to the prime contract. This Agreement may not be modified except by written agreement of both parties.

11.4 **Assignment.** You will not assign the Agreement (or any of Your rights or obligations), except with the express written consent of Sumo Logic, and any attempted assignment in violation of this paragraph is void. Subject to the requirements of FAR 42.12, Sumo Logic may assign the Agreement or delegate its obligations under this Agreement without restriction. Sumo Logic may utilize subcontractors in the performance of its obligations under the Agreement.

11.5 **Relationship of the Parties.** The parties are independent contractors; and, this Agreement does not create or imply any partnership, agency or joint venture.

11.6 **Publicity.** During the Term of the Agreement, Sumo Logic may reference You as a customer in marketing, promotional materials and public statements, subject to trademark and logo usage guidelines provided by You. If the Order Form is issued under a GSA prime contract, Sumo Logic acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

11.7 **Severability; No Waiver.** If any provision (or any part thereof) of this Agreement is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired. A waiver of any provision of this Agreement must be signed by the waiving party; and, one waiver will not imply any future waiver.

11.8 **Force Majeure.** Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (other than monetary obligations) as a result of any cause or condition beyond such party's reasonable control including, but limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, fires, floods, acts of terror, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of governments, acts of terrorism, or war.

11.9 **Changes to this Service Agreement.** Sumo Logic may request modification to the terms and conditions of this Service Agreement from time-to-time, with notice to You and such changes will not be effective until agreed to, in writing, by You. **(i) Free Products.** You must accept the modifications to continue to use the Free Products. If You object to the modifications, Your exclusive remedy is to cease using the Free Products. **(ii) Paid Subscriptions.** Modifications to this Service Agreement will take effect upon Your acceptance of the changed terms.

11.10 **Changes to Services.** You acknowledge that the Services are on-line, subscription-based products, and that in order to provide improved customer experience Sumo Logic may make changes to the Services, and may update the applicable documentation accordingly, however, such changes will not materially change the Services purchased by You during the then-current Subscription Term.

11.11 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the United States.

11.12 **Dispute Resolution and Arbitration.** Disputes between You and Sumo Logic are governed by the Contract Disputes Act.

11.13 **Injunctive Relief. [Reserved].**

11.14 **Notices.** Any notice or other communication under this Agreement given by any party to any other party must be in writing and will be effective upon delivery as follows: (a) if to You, (i) when delivered via registered mail, return receipt requested, to the address specified in the Order or otherwise on record for You; or (ii) when sent via email to the email address specified in an Order Form (or otherwise on record for You); and (b) if to Sumo Logic, when sent via registered mail, return receipt requested, to Sumo Logic at Sumo Logic, 305 Main St., Redwood City, CA 94063 or such other address which Sumo Logic may specify from time to time, with a copy to [legal@sumologic.com](mailto:legal@sumologic.com).



## Exhibit A

### Security Exhibit

1. **Purpose.** This Security Exhibit sets forth the information security program and infrastructure policies that Sumo Logic will meet and maintain in order to protect Your Data from unauthorized use, access or disclosure, during the term of the Agreement.
2. **Information Security Management Program.** Sumo Logic will maintain throughout the Term of the Agreement an information security management program (the “ISMP”) designed to protect and secure Your Data from unauthorized access or use. The ISMP will be documented and updated based on changes in applicable legal and regulatory requirements related to privacy and data security practices and industry standards.
3. **Standards.** Sumo Logic incorporates commercially reasonable and appropriate methods and safeguards to protect the security, confidentiality, and availability of Your Data. Sumo Logic will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard) or other authoritative sources (e.g. SOC2).
4. **Independent Assessments.** On an annual basis, Sumo Logic has an independent third-party organization conduct an independent assessment consisting of a Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality and/or Privacy (SOC2 Type II) or such other assessment at its sole discretion (e.g. ISO 27001 Certificate). Additionally, Sumo Logic undergoes regular penetration testing from independent third parties at least on an annual basis.
5. **Information Security Policies.** Sumo Logic will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Sumo Logic’s personnel, including both technical and non-technical personnel, who have direct or indirect access to Your Data in connection with providing the Services. All Sumo Logic personnel with access to Your Data will receive annual training on Sumo Logic’s ISMP.
6. **Information Security Infrastructure.**
  - a. **Access Controls.** Sumo Logic will ensure appropriate access controls are in place to protect Your Data. Sumo Logic agrees that it shall maintain, throughout the Term of the Agreement and at all times while Sumo Logic has access to or possession of Your Data, appropriate access controls (physical, technical, and administrative) and shall maintain such access controls in accordance with Sumo Logic’s policies and procedures.
  - b. **Encryption.** Sumo Logic will encrypt Your Data at rest within the Services. Sumo Logic will use at a minimum AES algorithm for encryption of Your Data at rest with a default value of 256-bit strength. Your Data processed in transit within the Services will be protected using TLS 1.2 encryption or stronger.
  - c. **Network and Host Security.** Sumo Logic has network intrusion detection and firewalls in place. Sumo Logic uses reasonable efforts to ensure that the Services’ operating systems and applications that are associated with Your Data are patched or secured to mitigate the impact of security vulnerabilities in accordance with Sumo Logic’s patch management processes.
  - d. **Data Management.** Sumo Logic has adequate information security infrastructure controls in place for Your Data obtained, transported, and retained by Sumo Logic for the provision of the Services.
7. **Business Continuity.** Sumo Logic will maintain a business continuity plan, which is designed to ensure Sumo Logic will be able to continue to provide the Services in accordance with the Agreement in the event of a disaster or other significant event that might otherwise impact Sumo Logic’s operations.

Notwithstanding the foregoing, You understand and acknowledge that You will be solely responsible for implementing and maintaining access and security controls on its own systems.

## **Exhibit B**

### **Acceptable Use Policy**

This Acceptable Use Policy (“**AUP**”) applies to Your’ use of (and access to) all Sumo Logic Technology, Training/Migration Services and Deliverables offered by Sumo Logic, Inc. or its affiliates (“**Sumo Logic**”).

Your violation of this AUP will be considered a material breach of the service agreement (or other agreement) governing the Your use of (or access to) the Sumo Logic Technology, Training/Migration Services and Deliverables (“**Agreement**”).

You will promptly notify Sumo Logic in writing of any unauthorized use of the Sumo Logic Technology and Training/Migration Services and Deliverables under this AUP (in each case that comes to Your attention) and promptly take all reasonable steps necessary to terminate such unauthorized use, including collaborating with Sumo Logic to remediate.

You will not, and will not encourage, permit or assist any third party to:

- Circumvent any usage or access limits on the use of the Sumo Logic Technology.
- Create multiple accounts, including online or otherwise, to access the services in a manner intended to void incurring fees.
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other item of a destructive or deceptive nature.
- Make the Sumo Logic Technology, Training/Migration Services and Deliverables available to any third party (via, a services arrangement, service bureau, lease, sale, resale, or otherwise) or use such for any purpose other than its own internal business purposes.
- Damage, disable, overburden, impair, or disrupt the Sumo Logic Technology or attempt to gain unauthorized access to any systems or networks that connect thereto or otherwise interfere with the operation of the Sumo Logic Technology or in any way with the use or enjoyment of the Sumo Logic Technology by others.
- Perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or penetration testing of the Sumo Logic Technology (without first obtaining Sumo Logic’s written consent).
- Use the Sumo Logic Technology, Training/Migration Services and Deliverables other than in accordance with the Agreement and in compliance with all applicable laws and regulations (including but not limited to any European or local privacy laws to the extent applicable to customer).
- Use the Sumo Logic Technology, Training/Migration Services and Deliverables in a manner that violates any third-party rights (including, without limitation, intellectual property and privacy rights).
- Promote, facilitate, or encourage illegal activity.
- Access or use the Sumo Logic Technology, Training/Migration Services and Deliverables in order to create a product or service competitive with the Sumo Logic Technology, Training/Migration Services and Deliverables.
- Copy any features, functionality, or graphics of the Sumo Logic Technology, Training/Migration Services and Deliverables.
- Remove any copyright, trademark, or other proprietary rights notices contained in or on the Sumo Logic Technology, Training/Migration Services and Deliverables or reformat (or frame) any portion of the web pages that are part of the Sumo Logic Technology’s administration display.
- Use the Sumo Logic Technology, Training/Migration Services and Deliverables in connection with any real-time control system (including any aviation, mass transit, medical or nuclear application) or any other application that could result in death, personal injury, catastrophic damage or mass destruction.
- Use any Sumo Logic Technology, Training/Migration Services and Deliverables in any manner that would disparage Sumo Logic.
- To the extent the following restriction is permitted by applicable law, access or use the Sumo Logic Technology, Training/Migration Services and Deliverables for purposes of evaluating the availability, performance or functionality of the Sumo Logic Technology, Training/Migration Services and Deliverables, or for any other benchmarking or competitive purposes.
- Create, train or improve (directly or indirectly) a substantially similar product or service, including machine learning engine.
- Reverse engineer (except to the extent statutory law expressly prohibits or limits restrictions on reverse engineering and, in which instance, customer will provide notice to Sumo Logic so that Sumo Logic can respond and assist with such request), decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Sumo Logic Technology, Training/Migration Services and Deliverables, documentation or data related to the services.

- Modify, translate, or create derivative works based on the Sumo Logic Technology, Training/Migration Services and Deliverables.

## SUPPORT AND MAINTENANCE SERVICES ADDENDUM

This Support and Maintenance Services Addendum (“**Support Addendum**”) amends the terms and forms part of the Sumo Logic Terms of Use, Master Service Agreement, or other applicable agreement governing access to the Sumo Logic Technology (collectively, the “**Master Agreement**”) entered into between Sumo Logic, Inc. (“**Sumo Logic**”) and You.

**1. DEFINITIONS.** Capitalized terms not defined in this Support Addendum have the same meaning as in the Master Agreement.

- “**Business Days**” are Monday to Friday during Business Hours, excluding Sumo Logic company holidays.
- “**Business Hours**” are Pacific Time (PT): 6am – 6pm; Greenwich Mean Time (GMT): 8am – 5pm; and Australian Eastern Time (AEST): 8am – 5pm.
- “**Certified Support Contact**” means an individual designated as the Your contact person who will be: (a) a point of contact responsible for all communications with Sumo Logic regarding Support, including Error submission and resolution; (b) a certified support contact should possess level 1 Fundamentals Certification and level 2 Search Mastery Certification (or their then equivalent Sumo Logic certifications); (c) have the necessary expertise and administrative access to help diagnose and resolve Errors with the direction of Sumo Logic Support; and (d) authorized by You to request and receive Support for the Sumo Logic Technology on behalf of You.
- “**E-mail support**” means the ability provided You to make requests for technical support assistance by e-mail at any time concerning the use of the then current release of a Product. Any requests submitted by email will receive a default priority of P3 - Normal.
- “**Error**” means a reproducible issue or problem affecting the functionality of the Sumo Logic Technology for You.
- “**First Level Support**” means any support relating to calls or questions from Your customers, users, or general resolution of user errors, network errors, provisioning errors, or Internet delays or malfunctions.
- “**Initial Response Time**” means the targeted time period within which Sumo Logic will use commercially reasonable efforts to acknowledge receipt of an Error reported by You.
- “**Online Support**” means information available through Sumo Logic’s website (<https://support.sumologic.com>), including frequently asked questions, and error reporting.
- “**Open Source Software**” means any software that is licensed under any open source, freeware, shareware, or similar licensing or distribution models.
- “**Support**” means the support services to be provided by Sumo Logic to You in accordance with the Support Level selected by You for the Subscription Term.
- “**Support Level**” means the level of Support (Professional Support, Enterprise Support or Premium Support) that has been selected by You on the Order Form.
- “**Workaround**” means a change in the procedures followed or data supplied by You to avoid an Error without substantially impairing Your use of the Service.

**2. ERROR PRIORITY DEFINITIONS.** Upon receipt of an Error report from a Certified Support Contact, Sumo Logic will: (i) work with You to set a priority level; (ii) analyze the Error and verify the existence of the problem; and (iii) provide You direction and assistance in resolving a confirmed Error. Priority levels may initially be set by You. Sumo Logic may reclassify priority levels based on the current impact on the Sumo Logic Technology. Response and remediation of any reported Errors is dependent upon Your timely cooperation as well as accuracy and completeness of information provided regarding the Error. In order to validate and address Errors, Sumo Logic also depends upon You following guidance on problem determination, analysis and remediation.

- Priority 1 – Urgent (“P1”) means an Error that is: (a) preventing all users from accessing the Sumo Logic Technology; (b) no procedural workarounds exist; (c) and one of the following is true:
  - Sumo Logic Technology are completely down and unavailable (excluding a scheduled downtime).
  - All data ingest to You has stopped.
  - The ability to search is unavailable, where all search queries performed by users result in an error and/or no data is returned for any queries.
- Priority 2 – High (“P2”) means an Error that (a) is impacting a majority of Your users; (b) users are able to perform their job responsibilities in a limited capacity but no reasonable workaround exists; and (c) one of the following is true:
  - Data ingest is significantly delayed or has stopped for a portion of data.
  - Search is operational but there is a significant performance degradation or exceptions are seen across a large number of searches.
  - Errors that result in the inability to register (or otherwise set up) any new Collectors.
- Priority 3 – Normal (“P3”) means an Error that (a) is impacting a minority of Your users; (b) users are able to perform their job responsibilities with minimal impact and short-term workarounds are available; and (c) one of the following is true:
  - Service is up but a critical documented feature is marginally impacted.
  - Search is operational but there is a minor performance degradation; some specific search queries result in exceptions.
  - Errors that result in the inability to update configurations to existing Collectors or Sources.
  - Collector is registering as down but is actually collecting and sending data.
- Priority 4 – Low (“P4”) means an Error that is (a) anything else; (b) any general product or how-to questions, such as query writing or account configuration questions; (c) scheduled downtime questions; or (d) issues in help and/or support documentation.

### 3. SUPPORT COVERAGE AND RESPONSE TIME TARGETS.

**3.1 SUPPORT COVERAGE.** Support consists of (a) response to Error reports provided to a Certified Support Contact concerning the use of the Sumo Logic Technology; (b) E-mail Support; (c) Online Support; and (d) Sumo Logic Technology updates that Sumo Logic in its discretion makes generally available to its Support customers without additional charge. All Support will be provided in the English language. Each Support Level permits up to 5 Certified Support Contacts.

Permitted number of Certified Support Contacts: 5.

### 3.2 SUPPORT HOURS.

Priority	Professional	Enterprise	Premium
P1	Business Hours	24x7	24x7
P2	Business Hours	Business Hours	24x7
P3	Business Hours	Business Hours	Business Hours
P4	Business Hours	Business Hours	Business Hours

**3.3 RESPONSE TIME TARGETS.** Sumo Logic shall exercise commercially reasonable efforts to provide the Initial Response Time to Errors reported by You in accordance with the priority level.

Priority	Professional	Enterprise	Premium
P1	1 Hour	1 Hour	0.5 Hour
P2	4 Hours	4 Hours	2 Hours

P3	1 Day	1 Day	6 Hours
P4	2 Days	2 Days	1 Day

**3.4 YOUR OBLIGATIONS.** Error reports will, if applicable, include the following: (a) Your identification number, if a case has already been created; (b) a reproducible test case with instructions that allow Sumo Logic to reproduce the Error; (c) the exact wording (or screenshots) of related error messages; (d) a description of the Error and expected results; and (e) any additional or unique circumstances surrounding the discovery of the Error. You are solely responsible for determining which information it decides to share with Sumo Logic for the identification and remediation of any Errors. To aid in identified and remediation, if applicable, You will collaborate with Sumo Logic to address the reported Error.

Sumo Logic may share such information regarding Errors and remediations with its contractors, vendors and partners to support Sumo Logic's provision of the Support.

**3.5 TERM.** This Support Addendum will be effective for the Subscription Period provided on the applicable Order Form for Support. Notwithstanding anything to the contrary, this Support Addendum will terminate upon expiration or termination of the Master Agreement. During the initial Subscription Term (and any elected renewals) for Support, You will purchase and maintain the Support Level for all its users. For clarity, You may not elect to purchase (or renew) Support for just a portion of its Sumo Logic Technology or of its users.

**4. PREMIUM SUPPORT TECHNICAL ACCOUNT MANAGER (“TAM”).**

As part of the Premium Support plan, Your Certified Support Contacts have access to a named TAM during the TAM's standard Business Hours in the TAM's local time zone. You and TAM will make reasonable efforts to find mutually agreeable times for meetings and assistance. TAMs are not dedicated to a single customer. For clarity, the Initial Response Time does not apply to TAM correspondence.

TAMs participate in a variety of Your success activities in collaboration with You over the Subscription Term that are on a use-it-or-lose-it basis that do not accumulate if not used, and are as follows:

- Recurring Status Calls - TAM may participate in up to 2 recurring status calls per month to review account status, open issues and guidance.
- Your Success Plan - Parties may work together to create a Your Success Plan (defining actions, owners and target dates in order to optimize Your Sumo Logic environment and achieve maximum value) that You can choose to leverage for their internal use and implementation.
- Onsite Training – TAM may deliver 1 day of onsite or online training per subscription year, as reasonably agreed upon between Sumo Logic and You, where additional Fees may be required and will be agreed upon in advance. Training follows a standard agenda but TAM may work with You to tailor the agenda to the applicable audience.
- Data Ingest Strategy - Parties may work together to establish a data ingest strategy defining data sources, collection options, and meta data design.
- Technical Health Check - TAM may review Your account usage and provide feedback on optimization opportunities, feature usage, adoption and best practices.
- Lunch and Learn Sessions - TAM may deliver an abbreviated virtual product overview training to Your users followed by a question & answer session. Training agenda may be customized if mutually agreed by the parties. This is not to exceed one Lunch and Learn Session per quarter.
- Product Feedback Loop - TAM may work with You to gather product requests/feedback and present them to Sumo Logic product management, where You acknowledge that Sumo Logic determines the product roadmap.
- Onsite Visits - TAM may visit You on-site for business review, strategic planning sessions and other activities mutually agreed by the parties in writing, where additional Fees may be required and will be agreed upon in advance. Not to exceed 1 business day per visit and 2 visits per year. Additional onsite time is available at the then-current consulting rates.
- Data Onboarding - TAM may assist You with basic set-up such as adding additional data sources via standard documented collection methods. TAM may also create an example content (dashboard or scheduled search) to demonstrate the value of the data source.

**5. EXCLUSIONS.**

- a. Support does not include:
  - Support for users other than Certified Support Contacts

- Support for instances of Sumo Logic Technology without a valid support agreement
  - Training/Migration Services, unless expressly identified in this Support Addendum (separately available through Order Forms)
  - Support for 3rd party add-ons
  - End of life offerings
  - Betas (public or private Betas)
  - Open Source Software
  - Feature requests, or additional commitments from the product or development teams
  - Remote administration
- b. Further, Sumo Logic shall have no obligation to Support with respect to or in the case of: (i) altered or damaged Software; (ii) problems with the Sumo Logic Technology caused by Your negligence, abuse or misapplication, or unauthorized use of Sumo Logic Technology other than as specified in the Sumo Logic's documentation or other causes beyond the control of Sumo Logic; or (c) use of the Sumo Logic Technology that is not in compliance with the Master Agreement.
- c. If Sumo Logic believes that a problem reported by You may not be due to an Error in the Sumo Logic Technology, Sumo Logic will so notify You. At that time, You may (1) instruct Sumo Logic to proceed with problem determination at Your expense set forth in a new Order Form, or (2) instruct Sumo Logic that You do not wish the problem pursued. If You issue a new Order Form for the problem determination and resolution, such Order Form shall be at Sumo Logic's then-current consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith.

If You instructs Sumo Logic that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Your instructions, Sumo Logic may, at its sole discretion, elect not to investigate the Error with no liability therefor.

For clarity, Sumo Logic may offer Training/Migration Services to help resolve issues that fall outside the scope of Support. Any engagement of Training/Migration Services will be provided under a separate Order Form, and will be subject to the Master Agreement.

- d. Sumo Logic shall have no liability for any changes in Your hardware or software systems that may be necessary to use the Sumo Logic Technology due to a Workaround or maintenance.

6. REVISED TERMS AND CONDITIONS. Sumo Logic may revise this Support Addendum at any time provided that such revisions shall not materially diminish from the obligations set forth hereunder. Further, any material revisions are subject to negotiation and execution by and between the parties.

7. MISCELLANEOUS. Notwithstanding anything to the contrary, scheduled downtime shall not be deemed an Error. The terms of this Support Addendum will control to the extent there is any conflict between terms of this Support Addendum and the terms of the Master Agreement. Except as specifically amended and modified by this Support Addendum, the terms and provisions of the Master Agreement remain unchanged and in full force and effect. Except as otherwise expressly provided herein, no supplement, modification or amendment of this Support Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Support Addendum. You acknowledge and agree that Sumo Logic may add to or change the terms of this Support Agreement or the Support Benefits Terms from time to time, provided that Sumo Logic will provide at least 30 days' notice of the additions or changes before the additions or changes are effective as to You.