Updated: March 13, 2025

This Sumo Logic Service Agreement ("Service Agreement") describes your rights and responsibilities as a customer of our Services. This Service Agreement is between you and Sumo Logic, Inc., a Delaware corporation ("Sumo Logic", "we" or "us"). "You" or ("Customer") means the company you represent in accepting this Service Agreement or, if that does not apply, then you individually. If You are accepting on behalf of your employer or another company, then You represent that You: (i) have legal authority to bind your employer or company to this Service Agreement; and (ii) agree to this Service Agreement on behalf of your employer or company. If You do not have the legal authority to bind your employer or company (or do not agree with this Service Agreement), then do not click the "confirm" button (or similar "I agree" checkbox) and do not use or access the Software or Services.

You agree to be bound by this Service Agreement through: (a) Your express agreement to this Service Agreement (including but not limited to via click-wrap, click-and-accept or electronic means); (b) Your access to our Services (including but not limited to for trial, evaluation and/or production purposes); or (c) Your entering into an order (including without limitation, direct online purchases on Sumo Logic's website) ("Order Form") and/or issuance of a purchase order for access to our Services, whether with us or with our Reseller(s) (defined below). This Service Agreement shall govern Your access to our Services unless You and we enter into or have entered into another agreement expressly governing Your access to Services purchased and such agreement is in effect at the commencement of an applicable Subscription Term (the "Existing Agreement"), in which case such Existing Agreement shall govern Your access to our Services.

This Service Agreement, any ancillary agreement or addendum (such as a Data Processing Addendum), and Order Forms between Sumo Logic and You and related hereto constitute the entire agreement between Sumo Logic and You (collectively, the "Agreement").

1.   SERVICES SUPPORT AND INTELLECTUAL PROPERTY RIGHTS

1.1   Provision of the Services. Subject to the terms and conditions of this Agreement and payment of all applicable Fees (as defined in Section 4.2.1 below), Sumo Logic shall provide You with access to the selected internet based services ("SaaS Services") as specified on the applicable Order Form(s). SaaS Services may be subject to additional terms specific to such SaaS Services, as set forth on the applicable Order Form.

1.2   Support. During the Subscription Term (as defined in Section 5.1 below), subject to the terms and conditions of the Agreement and payment of all applicable fees, Sumo Logic shall provide support for the SaaS Services as identified in the Order Form in accordance with the Support Terms available at: Support Terms (the "Support Terms") (or its successor site).

1.3   Software. Certain SaaS Services or features of the SaaS Services may require You to install software applications provided by Sumo Logic ("Software") to access such SaaS Services or features. Subject to the terms and conditions of this Agreement, You are hereby granted a limited, non-exclusive, nontransferable, non-sublicensable, revocable right to use the Software solely for Your internal purposes in connection with the SaaS Services during the Subscription Term.

1.4   Intellectual Property. No ownership right is conveyed to You in the Sumo Logic Technology (as defined in this Section below). Sumo Logic (and its licensors, where applicable) retains all intellectual property rights relating to the SaaS Services and the Software (collectively SaaS Services and Software shall be referred to as "Sumo Logic Technology"). You shall not copy, distribute, reproduce or use any of the Sumo Logic Technology 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 hereby 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   Implementation and Training Services. Sumo Logic may provide basic training services ("Training Services") and/or implementation services ("Implementation Services") in connection with Customer's access of the SaaS Services (collectively "Implementation and Training Services") as specified in the applicable Order Form or a Statement of Work. Fees for such Implementation and Training Services shall be included in the applicable Order Form or Statement of Work, and the term "Statement of Work" shall be included in the definition of Order Form. "Services" means collectively SaaS Services and Implementation and Training Services.

2.   RESTRICTIONS AND RESPONSIBILITIES; CUSTOMER DATA

2.1   Acceptable Use Policy. Your access to (and use of) the Sumo Logic Technology is subject to Your compliance with Sumo Logic's Acceptable Use Policy located at: Acceptable Use Policy (or its successor site) (the "Acceptable Use Policy"). Any entity that directly (or through an affiliate) offers services that compete with the Service shall 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.

2.2   Customer Contact; Credentials. You shall designate an individual who shall have the responsibility, and Your authority, 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 SaaS Services. You shall establish a username and password (collectively "Account Credentials"). You shall maintain the security of the Account Credentials and are responsible for the actions of Your administrator(s) and users, and all activities (including the use of the SaaS Services) performed with the Account Credentials.

2.3   Security. Sumo Logic shall implement and maintain administrative, physical and technical safeguards and measures designed to protect the security and confidentiality of Customer Data (defined below). Such security program shall conform to the Data Security Exhibit set forth at Data Security Exhibit, and as further described in Sumo Logic's most recent Service Organization Control 2 (SOC2 Type II) (or substantially similar industry standard report).

2.4   Customer Controls. The SaaS Services provide controls that You may use as technical and organizational measures to assist in connection with Your obligations. You control the (i) types of data included in Customer Data (defined below); and (ii) types of queries to run in the SaaS Services. You are responsible for ensuring Your intended use case for the SaaS Services meets Your applicable compliance requirements. If You wish to have a backup of Your Customer Data, then You may enable Data Archiving prior to initial ingestion of any Customer Data into the SaaS Services. For purposes of this Agreement, "Data Archiving" means configuring the SaaS Services to send a copy of Customer Data (in standard Sumo Logic format) to an external place of storage, such as an Amazon Web Services S3 bucket, which shall be purchased and maintained by You. This feature does not work retroactively and must be configured prior to data ingestion.

2.5   Customer Data; Data Usage. "Customer Data" means the electronic data and information submitted by Customer to the SaaS Services which Sumo Logic shall use solely to provide the Services and related support to Customer in accordance with this Agreement. As between Sumo Logic and Customer, Customer retains ownership of all rights in, and to, Customer Data. In the course of providing the SaaS Services, Sumo Logic personnel shall not access Customer Data without Customer's prior consent. Subject to Sumo Logic's obligations set forth in Section 2.6 (Personal Data) and Section 3 (Confidentiality), Sumo Logic may, collect, retain, disclose, and use (i) data derived from the operation of the SaaS Services, including patterns identified through use of the SaaS Services, and (ii) information regarding the performance and availability of the SaaS Services. Additionally, Sumo Logic may create and use aggregated, de-identified information related to or generated by the SaaS Services, including information about the Sumo Logic Technology environment, performance, configuration, and other usage information.

2.6   Personal Data. To the extent Customer Data (as defined in Section 2.5) includes personal data, the parties agree to comply with the terms and conditions of the Data Protection Addendum (plus Standard Contractual Clauses, as applicable) available at: Data Processing Addendum, which are hereby incorporated by reference.

3.   CONFIDENTIALITY. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose non-public information relating to the Disclosing Party's technology or business that is marked as confidential or that, by its nature, is reasonably identifiable as confidential (hereinafter referred to as "Confidential Information" of the Disclosing Party). The Receiving Party shall 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) to: (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The foregoing shall not apply to any information that the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; (ii) was in its possession or known by it, without confidentiality restrictions, prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it, without confidentiality restrictions, by a third party; or (iv) was independently developed without use of or reference to, any Confidential Information of the Disclosing Party. Disclosing Party retains all right, title and interest to its Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that (to the extent permitted by applicable law) the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order and limits the amount disclosed to only what is legally required. Both parties shall have the right to disclose the existence, but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, is included in a filing required to be made by a party with a governmental authority (provided such party shall 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. Upon termination of this Agreement, the Receiving Party shall delete Disclosing Party'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 SaaS 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). To the extent the parties have entered into (or enter into) a separate non-disclosure agreement relating to the access to (or use of) the Sumo Logic Technology, both parties agree that the terms of this Agreement supersede and control.

4.   ORDERS; PAYMENT OF FEES

4.1   Orders. You may purchase Services by either: (a) entering into an Order Form with Sumo Logic; or (b) entering into an ordering document with an authorized reseller of Sumo Logic ("Reseller"). If You purchase Services from a Reseller, then any fees, including refunds and credits, and all procurement terms shall be solely by and between Reseller and You, and You shall pay Reseller directly for the Services. All other terms set forth in this Agreement apply to Sumo Logic's provision of, and Your access to and use of, the Sumo Logic Technology. Except as specifically set forth in this Agreement, all Order Forms are non-cancellable and all payments are non-refundable.

4.2   Payment of Fees.

4.2.1   Direct Purchases from Sumo Logic. Unless otherwise set forth in an applicable Order Form, You shall pay Sumo Logic the fees set forth on the Order Form (the "Fees") in U.S. Dollars within thirty (30) days of the applicable invoice date. All Fees shall be invoiced in advance, unless otherwise set forth on the applicable Order Form. If Your use of the SaaS Services exceeds the usage described in the Order Form, You shall pay additional applicable Fees as set forth in such Order Form. You shall pay Fees without any right of set-off, deduction, or withholding. All payments shall be made in accordance with the payment schedule and the payment method specified in the Order Form. You shall provide Sumo Logic with all reasonably required information in order to make payments, including but not limited to, valid and updated credit card information (as applicable), complete and accurate billing or contact information, and any changes to any of the foregoing. Any amount due under this Agreement that remains unpaid after its due date shall bear interest from the date that such payment became delinquent until the date such amount is paid in full at the lower of 1.5% per month or the maximum rate permitted by law. You shall pay Sumo Logic all costs and expenses of collection (including attorneys' fees) incurred by Sumo Logic in collecting any amounts past due under this Agreement. Without limiting its other rights and remedies, in the event You are in breach of Your payment obligations hereunder, or if Sumo Logic terminates the Agreement in accordance with Section 5.3, then Sumo Logic may accelerate Customer's unpaid Fee obligation(s) to become immediately due and payable.

4.2.2   Purchases Through a Marketplace. If You purchases Services through a Marketplace (as defined in this Section below), this Agreement shall govern Sumo Logic's provision of, and Your access to and use of, the Sumo Logic Technology, but not the purchase/payment or procurement terms. In such case, Your payment obligations for the Services shall be as You arrange through the Marketplace. However, if You fail to pay the Marketplace for the Services, Sumo Logic retains the right to enforce Your payment obligations and collect directly from You. "Marketplace" means an online marketplace owned or controlled by a third party, which is authorized to market and/or distribute the Services.

4.3   Purchase Orders. No purchase orders sent by You shall be deemed to modify or otherwise supplement this Agreement. Any terms and conditions on a purchase order sent by You shall be deemed null and void (even if the purchase order is acknowledged with a signature or otherwise referenced for purposes of processing invoices).

4.4   Taxes. Fees under this Agreement are exclusive of all taxes including any sales, use, excise, VAT, GST, import or similar taxes, which may be levied for products or services provided pursuant to this Agreement. Unless You provide Sumo Logic with a valid exemption certificate, You shall pay all taxes, duties, levies, or similar charges of any kind imposed by any federal, state, provincial or local governmental authorities excluding only taxes based solely on Sumo Logic's net income. In the event You are required to withhold taxes ("Withholding Tax(es)") for any payment under this Agreement by virtue of the statutes, laws, codes or governmental regulations of a country or state, then You shall pay Sumo Logic the amount due net the applicable tax withheld, which shall be remitted to the relevant tax authority. Customer shall use commercially reasonable efforts to cooperate and apply for a reduced treaty withholding rate. You shall provide Sumo Logic with a copy of the Tax Receipt or Tax Certificate for the Withholding Tax paid. You also shall provide Sumo Logic with such assistance as may be reasonably requested by Sumo Logic to enable Sumo Logic to claim a refund and/or credit for such Withholding Tax.

5.   TERMINATION

5.1   Term. Each Order Form (or trial) shall define the specific time duration of access to the Services (each a "Subscription Term"). Sumo Logic may terminate any unpaid trials at any time, at its sole discretion. The term of this Agreement commences on the date You first accept it and continues until all Subscription Terms in all Order Forms have expired or have been terminated (the "Term").

5.2   Renewal. Except as otherwise specified in Your Order Form, upon expiration of an applicable paid Subscription Term, such Subscription Term shall automatically renew for another Subscription Term of equal duration and with the same scope of Services, at Sumo Logic's then current list price, unless: (i) You cancel at least thirty (30) days prior to your renewal date, in accordance with the notice provisions herein; or (ii) we cancel your subscription prior to the expiration of the then-current Subscription Term. You shall be billed in accordance with the payment schedule specified in the applicable Order Form. Cancelling your subscription means that You shall not be charged for the next billing cycle, but You shall not receive any refunds or credits for amounts that have already been charged. You shall not be permitted to cancel or downgrade the Services that You have selected until the end of the applicable Subscription Term. All renewals are subject to the applicable Services continuing to be offered.

5.3   Termination for Material Breach. 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; provided, however, that this Agreement shall not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. A party may terminate this Agreement, with prior written notice, (a) upon the institution by or against the other party of insolvency, receivership or Chapter 11 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.

5.4   Suspension. Notwithstanding the foregoing, Sumo Logic reserves the right to immediately suspend Your access to the SaaS Services in the event the following occurs: (a) scheduled or emergency maintenance; (b) if Sumo Logic reasonably concludes that Your use of the SaaS Services is in violation of the Agreement or applicable law, or is causing immediate and/or ongoing harm to Sumo Logic or the security, integrity, or availability of any SaaS Services; (c) Sumo Logic determines, in its reasonable discretion, that providing the SaaS Services is prohibited by applicable law, or (d) it has become impractical or unfeasible for any legal or regulatory reason to the provide the Services. Additionally, in the event that payment is not timely received for Services ordered by You and payment is not made within ten (10) business days following written notice (email acceptable) from Sumo Logic that such account is past due, then Sumo Logic may (without limiting its other rights and remedies) suspend Services until all applicable amounts are paid in full. Suspension shall not relieve Your obligations to pay all amounts due for the Services. Sumo Logic shall not be liable to You or to any third party arising from or relating to any suspension or termination of SaaS Services in accordance with this Agreement.

5.5   Effect of Termination. 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 (Orders; Payment of Fees), 5.5 (Effect of Termination), 6.3 (Customer Warranty), 7 (Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), and 12 (General).

6.   WARRANTIES

6.1   SaaS Services Warranty. Sumo Logic warrants that, during the applicable Subscription Term, the SaaS Services shall operate in material conformance with the SaaS Services user documentation made available to Customer via the Sumo Logic Support Portal ("Documentation"). Customer's sole and exclusive remedy, and Sumo Logic's sole liability for breach of the foregoing warranty, is correction of the deficiency that caused the applicable breach, or, if Sumo Logic cannot correct the deficiency in a commercially reasonable manner, Customer may terminate the applicable Order Form(s) for the SaaS Services and receive a pro-rata refund of all pre-paid, but unused, fees for the remainder of any then-current Subscription Term(s) as of the effective date of such termination. Sumo Logic shall have no obligation with respect to any claim under this section unless notified by Customer in writing within thirty (30) days of Customer first becoming aware of any breach of the foregoing warranty. The warranty set forth in this section is made to and for the benefit of Customer only. Such warranty shall only apply if the applicable SaaS Services have been utilized in accordance with this Agreement and applicable law.

6.2   Implementation and Training Services Warranty. Sumo Logic warrants that Implementation and Training Services shall be performed using commercially reasonable care and skill in all material respects. As Customer's sole and exclusive remedy, and Sumo Logic's sole liability for breach of the warranty set forth in this Section 6.2, Sumo Logic shall, at its sole option and expense, promptly re-perform any Implementation and Training Services that fail to meet the foregoing warranty or refund to Customer the fees paid for the non-conforming portion of the Implementation and Training Services. Sumo Logic shall have no obligation with respect to any claim under this section unless notified by Customer in writing within thirty (30) days of Customer first becoming aware of any breach of the foregoing warranty.

6.3   Customer Warranty. Customer represents and warrants that it has all rights and permission to provide Customer Data hereunder.

7.   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 SUPPLIERS HEREBY EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, 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. WITHOUT LIMITING THE FOREGOING, SUMO LOGIC AND ITS LICENSORS AND SUPPLIERS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SUMO LOGIC TECHNOLOGY SHALL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR (B) ALL ERRORS SHALL BE CORRECTED. SUMO LOGIC AND ITS LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SUMO LOGIC TECHNOLOGY THAT ARISE FROM CUSTOMER'S DATA OR THIRD-PARTY DATA, SERVICES PROVIDED BY THIRD PARTIES, OR TRANSMISSION OF DATA OVER NETWORKS THAT SUMO LOGIC DOES NOT OWN, OPERATE OR CONTROL.

8.   LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, EXCEED THE TOTAL FEES PAID OR PAYABLE TO SUMO LOGIC FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THE AGREEMENT. FOR CLARITY, THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, LOST SAVINGS, 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, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 (LIMITATION OF LIABILITY), 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) PAYMENT OBLIGATIONS, AND (D) BREACH OF SECTION 2.1 (ACCEPTABLE USE POLICY). NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUMO LOGIC SHALL NOT HAVE LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER.

9.   INDEMNIFICATION

9.1   Sumo Logic Indemnity. Sumo Logic shall defend Customer against any third-party claim, action, proceeding or suit (each, a "Claim") brought against Customer to the extent such Claim alleges that the SaaS Services infringe or misappropriate the intellectual property rights of any person, and shall pay for any resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement by Sumo Logic. Sumo Logic shall have no obligation or liability with respect to the foregoing for any actual or alleged infringement arising

from or relating to: (a) use of the SaaS Services other than in accordance with this Agreement; (b) modification of the SaaS Services by someone other than Sumo Logic; (c) combination of the SaaS Services with products, services, or materials not provided by Sumo Logic, or (d) Customer's failure to implement required updates to the SaaS Services as requested by Sumo Logic. If Sumo Logic believes Customer's use of the SaaS Services may be enjoined, then Sumo Logic may, at its sole option and expense and as Customer's sole remedy, either: (i) procure for Customer a license to continue using the SaaS Services in accordance with the terms of this Agreement; (ii) replace or modify the allegedly infringing SaaS Services to avoid the infringement; or (iii) terminate this Agreement, and refund any unused prepaid Fees paid by Customer hereunder. THIS SECTION 9.1 STATES THE ENTIRE LIABILITY OF SUMO LOGIC AND THE SOLE REMEDY FOR CUSTOMER IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9.2   Customer Indemnity. Customer shall defend Sumo Logic against any Claim brought against Sumo Logic to the extent it alleges the provision of Customer Data to Sumo Logic and/or the processing of such Customer Data in accordance with this Agreement violates applicable law or the rights of a third party, and shall pay for any resulting costs and damages finally awarded against Sumo Logic to such third party by a court of competent jurisdiction or agreed to in settlement by Customer.

9.3   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/or settlement 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 shall 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 shall have the right to participate in the matter at its own expense.

10.   GOVERNMENT MATTERS

10.1   Export & Sanctions Compliance. The Sumo Logic Technology is subject to export restrictions and economic sanctions laws of the United States government and may be subject to import restrictions by certain foreign governments. You shall comply with applicable export and import laws and regulations (including "deemed export" and "deemed re-export" regulations as defined in the U.S Export Administration Regulations). You shall not (and shall 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 US embargoed or US sanctioned country or region; (b) to anyone on the U.S. Commerce Department's Bureau of Industry & Security's Denied Persons, Entity, or Unverified Lists, or anyone on (or directly or indirectly owned 50% or greater, in the aggregate, or otherwise controlled by, a person or persons named on) the U.S. Treasury Department's Office of Foreign Asset Control's list of Specially Designated Nationals and Blocked Persons (collectively, "Prohibited Persons"); (c) to any country to which the United States government or any agency thereof requires an export license or other governmental approval at the time of such 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) You are not located in, under the control of, or a national or resident of any such US embargoed country or US sanctioned country or region and (ii) no Customer Data is controlled under the U.S. Department of State's Directorate of Defense Trade Control's International Traffic in Arms Regulations or similar applicable laws in other jurisdictions. You also certify that You are not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person. You shall 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.

10.2   US Federal Government Customer Rights. The Sumo Logic Technology and Services are "commercial products" and "commercial services" as defined at FAR 2.101. If Customer is the US Federal Government ("Government") Executive Agency (as defined in FAR 2.101), Sumo Logic provides the Sumo Logic Technology and Services, including any related technical data, 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 the Sumo Logic Technology and Services (including related technical data) 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, Sumo Logic Technology and Services 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 Sumo Logic Technology and Services 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 licensed Sumo Logic Technology and Services, and any related technical data and return the licensed Sumo Logic Technology and Services, and any other software or technical data delivered by Sumo Logic, 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.   BETAS; FREE ACCOUNTS. Sumo Logic may offer certain Sumo Logic Technology at no charge, including but not limited to, free accounts, trials, alphas, betas, and other pre-release Sumo Logic Technology (collectively "Betas"). Customer may, at its option, elect to participate in Betas. In the event Customer so elects, then Customer's use of Betas is subject to any additional terms that Sumo Logic specifies and is only permitted during

the designated term of such Beta (which in any event shall 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. Customer acknowledges 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 shall be made generally available; or (b) if made generally available, that it shall be substantially similar to the Beta. Customer shall use commercially reasonable efforts to notify Sumo Logic of any bugs or issues in the Betas. All Betas are provided "as is" without any warranty. SUMO LOGIC EXPRESSLY DISCLAIMS ALL OBLIGATIONS OR LIABILITIES WITH RESPECT TO BETAS, INCLUDING ANY SUPPORT, WARRANTY AND INDEMNIFICATION OBLIGATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUMO LOGIC'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER IN RESPECT TO BETAS SHALL BE ONE HUNDRED DOLLARS ($100.00 USD).

12.   GENERAL

12.1   General Provisions. The Agreement, including the attached exhibits, constitutes the entire agreement between You and Sumo Logic with respect to the subject matter hereof and replaces and supersedes and merges all prior proposals, understandings and contemporaneous communications. The Agreement may not be modified except by written agreement of both parties. Except as otherwise set forth herein, in the event of a conflict between the Agreement and an Order Form, the Order Form shall govern. The Agreement may be executed in counterparts, all of which together constitute a single agreement and any one of which are deemed an original. A scanned copy of a signed counterpart or an electronic signature shall be treated as an original. You shall not assign or delegate the Agreement or any of its rights or obligations hereunder except with the express written consent of Sumo Logic, and any attempted assignment in violation of this paragraph is void. Sumo Logic may assign the Agreement or delegate its obligations hereunder in the event it is involved in any merger, asset purchase or sale, stock purchase or sale, or similar change of control transaction. Sumo Logic may utilize subcontractors in the performance of its obligations hereunder. The parties are independent contractors, and the Agreement does not create or imply any partnership, agency or joint venture. If any provision (or any part thereof) of the Agreement is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) shall be amended, and is hereby 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 shall be severed from the Agreement, and all the remaining provisions of this Agreement shall remain unimpaired. A waiver of any provision of the Agreement must be signed by the waiving party; and one waiver shall not imply any future waiver. Neither party shall 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 not 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, pandemic, epidemic, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of governments, acts of terrorism, or war. The parties acknowledge that there are no third-party beneficiaries under the Agreement.

12.2   Changes to this Agreement. Sumo Logic may modify the terms and conditions of this Agreement from time-to-time, with notice to You or by posting the modified Agreement to our website. Modifications to this Agreement shall take effect at the next renewal of your Subscription Term and shall automatically apply as of the renewal date, unless You elect to not renew under Section 5.2 (Renewal).

12.3   Changes to Services. You acknowledge that the SaaS Services are on-line, subscription-based products, and that to provide improved customer experience, Sumo Logic may make changes to the SaaS Services and may update the applicable Documentation accordingly.

12.4   Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of any conflicts of law rules or principles and without regard to the United Nations Convention on the International Sale of Goods. If You are located in the United States, all claims arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts for San Mateo County, California; and You consent to such personal jurisdiction of those courts.

12.5   Notices. Any notice or other communication under this Agreement given by any party to any other party must be in writing and shall 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 Form 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, 855 Main St., Suite 100, Redwood City, CA 94063 or such other address which Sumo Logic may specify from time to time, with a copy to legal@sumologic.com.

END OF SERVICE AGREEMENT