# SUMO LOGIC SERVICE AGREEMENT

This Sumo Logic Service Agreement ("**Service 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 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 full 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. The exception to this is if your employer or company has a separate written agreement with Sumo Logic covering the use of the Services, in which case that agreement governs. 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 the Services.

To be eligible to register for a Sumo Logic account, You must review and accept this Service Agreement. You may accept this Service Agreement by: (1) clicking a box indicating acceptance (such as a "I accept" or "confirm" button); (2) executing an order form that references this Service Agreement (each an "**Order Form**"); or (3) using free services.

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

You may not, without Sumo Logic's prior written consent, access or use the Services: (a) if You are a direct competitor; (b) to monitor the availability, performance or functionality of the Services; or (c) for any other benchmarking or competitive purposes.

This Services Agreement was last updated on [placeholder for date posted online]. It is effective between You and Sumo Logic as of the date of You accepting this Service Agreement.

## 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) or other contract. Certain Services may be subject to additional terms specific to such Services, provided either through the Order Form or as otherwise made available at https://www.sumologic.com (or its successor site).

1.2     **Support.**  During the Subscription Term, the Services will be accessible in accordance with the Support Terms, as applicable (the "**Support Terms**"), made available at https://help.sumologic.com/Start_Here/About_Sumo_Logic/Sumo_Logic_Support_Terms_and_Conditions (or its successor site).

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 Services.**  Sumo Logic may provide basic training services as ("**Training Services**") in connection with implementing the Services as specified on the applicable Order Form. Fees for such Training Services will be included in the applicable Order Form, provided that Sumo Logic may charge additional fees if You request additional or advance Training Services.

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.**  In addition to the suspension of Services for non-payment as described in Section 4.2 (Suspension for Failure to Pay), 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.


## 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 located at [www.sumologic.com](www.sumologic.com) (or its successor site).  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.**  You will cooperate with Sumo Logic in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and 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     **Customer 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.  If the domain associated with the registration is owned (or otherwise controlled) by your employer (or another company), and that employer (or other company) enters into a contract with Sumo Logic for the Services, and they want to add your account to their contract, then You may be rolled into that account.

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 Customer 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     **Customer 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, 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) 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 and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement 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; (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 or governmental order, 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.** "**Customer Data"** means the electronic data or information submitted by You to the Services. Except for such Customer Data, Sumo Logic does not wish to receive any Confidential Information from You that is not necessary for Sumo Logic to perform its obligations under this Agreement, and, unless You and Sumo Logic 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, search congruency, machine-generated data, and other similar data; and (b) create certain aggregated, de-identified information related to the Services, including information about the Sumo Logic Technology environment, performance, configuration, and other usage information. You authorize Sumo Logic to use such data 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, but not any negotiated terms and conditions of the Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, 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.

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.** Unless otherwise specified in the applicable Order Form, You will pay Sumo Logic the applicable fees as set forth on the Order Form (the "**Fees**") in U.S. Dollars, within thirty (30) days of the invoice date. If

your use of the Services exceeds the service limitations described in the applicable Order Form ("**Service Limitations**"), You will be invoiced at the end of each calendar month for the excess usage over the Service Limitations, at the rate set forth on the Order Form.  You will pay Fees without any right of set-off, deduction, or withholding.  All payments will be made in accordance with the payment schedule and the payment method specified in the applicable Order Form.  Sumo Logic reserves the right to modify its fees, cancel, and/or modify the Services at the expiration, termination or renewal of this Agreement or any Subscription Term.

4.2     **Suspension for Failure to Pay.**  In the event your account becomes overdue is not brought current 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) accelerate your unpaid Fee obligation under this Agreement, so that all obligations become immediately due and payable – and suspend Services until such amounts are paid in full. Suspension shall not relieve your obligations to pay amounts due. Any amount due under this Agreement that remains unpaid after its due date will 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 will 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.

4.3     **Taxes.**  Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any; and You will pay all such taxes (excluding US taxes based on Sumo Logic's net income) unless You have provided Sumo Logic's with a valid exemption certificate.   In the event that withholding taxes are payable under applicable laws with respect to any Fees, You will gross up such payment so that the balance payable to Sumo Logic (after deduction of the applicable withholding taxes) will be equivalent to the original amount due to Sumo Logic.  Provided that in the event any avoidance of double taxation treaty is applicable to such payments, Sumo Logic and You will reasonably cooperate to obtain the benefit of such treaty.

4.4     **Non-Refundable and Non-Cancellable.**   Except as specifically set forth in this Agreement, all payment obligations under all Order Forms are non-cancellable and all payments are non-refundable.

4.5     **Invoicing.**  You will provide Sumo Logic with valid and updated credit card information.  If You provide credit card information, then You authorize Sumo Logic to charge such credit card for all Services listed in the Order Form for the initial Subscription Term and any renewal Subscription Term(s).  Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form.  If the Order Form specifies that payment will be by a method other than a credit card, then Sumo Logic will invoice You in advance and otherwise in accordance with the relevant Order Form.  You will provide Sumo Logic with a valid purchase order to the extent that You require a purchase order for invoicing.   You are responsible for providing complete and accurate billing and contact information, and notifying Sumo Logic of any changes to such information.

4.6     **Purchase Orders.**  No purchase orders sent by You will be deemed to modify or otherwise supplement this Agreement.  For clarity, a purchase order sent by You with additional terms will be deemed null and void (even if the purchase order is acknowledged with a signature or otherwise referenced for purposes of processing invoices).


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 (or trial, or other applicable contract) will define the specific duration of access to the Services (each a "**Subscription Term**"). The term of this Agreement commences on the date You first accept it and continues until all Subscription Terms have expired or have been terminated (the "**Term**").

5.2     **Mid-Term Elections.**  To the extent additional Services are obtained during the middle of an existing Subscription Term, then the additional orders will be coterminous with that Subscription Term at our then-current rates and prorated for the remaining period of that Subscription Term.

5.3     **Renewal.**  Except as otherwise specified in your Order Form, the Subscription Term for an annual plan will be for one year and will automatically renew each year on the anniversary, unless: (i) You cancel at least thirty (30) days prior to

your renewal date; or (ii) we cancel your subscription prior to the expiration of the then-current Subscription Term.  You will be billed annually on or about the same day each year until such time that You cancel.  Cancelling your subscription means that You will not be charged for the next billing cycle, but You will not receive any refunds or credits for amounts that have already been charged.  You will not be permitted to cancel or downgrade the Services that You have selected until the anniversary date.  All renewals are subject to the applicable Services continuing to be offered and will be charged at the then-current rates.

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; 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.**  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.  If this Agreement is terminated by Sumo Logic in accordance with Section 5.4 (Termination for Cause), then You will pay any unpaid Fees covering the remainder of the Subscription Term.  In no event will termination relieve You of its obligation to pay any Fees payable to Sumo Logic for the period prior to the effective date of 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 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 SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF SUMO LOGIC CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY TERMINATE THE APPLICABLE ORDER FORM(S) FOR THE TRAINING SERVICES AND RECEIVE A PRO-RATA REFUND OF THE FEES PAID UNDER THE AGREEMENT FOR THE TRAINING 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      **Customer 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 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.

8.2    **Liability Exclusions.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8.1 (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, (D) BREACH OF SECTION 2.1 (ACCEPTABLE USE POLICY), AND (E) 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.

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; (b) modification of the Sumo Logic Technology by someone other than Sumo Logic; (d) combination of the Sumo Logic Technology with any other products, services, or materials, or (e) 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), 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* **Customer Indemnity.** You will defend Sumo Logic from any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Sumo Logic arising out of or relating to your breach of any term or condition of this Agreement.

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.

## 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 Customer 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**. As defined in FAR section 2.101, any software and documentation provided by Sumo Logic are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Unpublished rights reserved under copyright laws of the United States.

## 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**"). You may, at your option, elect to participate in Betas. In the event You so elect, then Your 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 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 is subject to any additional terms that we specify and is only permitted during the time period we designate.  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 among the Parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. 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**.**  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.

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 modify the terms and conditions of this Service Agreement from time-to-time, with notice to You or by posting the modified Service Agreement to our website. Together with notice, we will specify the effective date of the modifications. **(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 at the next renewal of your Subscription Term and will automatically apply as of the renewal date, unless You elect to not renew under Section 5.3 (Renewal).  Notwithstanding anything to the contrary, in some cases, we may specify that such modifications become effective during your then-current Subscription Term.  If You object to the modifications that become effective during your then-current Subscription Term, then You may terminate your affected Order Form(s) if You notify us within thirty (30) days of notification of such modification.

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.  Subject to Sumo Logic's obligation to provide the Services under Order Forms, Sumo Logic can discontinue any Services or any portion or any feature of any Services for any reason at any time without liability.

11.11    **Governing Law and Venue.**  This Agreement will 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 will be brought exclusively in the federal or state courts for San Mateo County, California; and, You consent to such personal jurisdiction of those courts.

11.12    **Dispute Resolution and Arbitration.**  If You are located outside of the United States, all claims arising out of or relating to this Agreement will be submitted to the American Arbitration Association ("**AAA**") and will be finally settled under the Rules of Arbitration of the AAA in effect at the time of applying for arbitration.  The place of arbitration will be San Mateo County, California or such other location mutually agreed to by the parties.   The arbitration tribunal will comprise one (1) arbitrator.  The language to be used in the arbitral proceedings will be English.  The arbitrator's award will be final and binding and enforceable in any court of competent jurisdiction.

11.13    **Injunctive Relief.** Notwithstanding the provisions of Section 11.11 (Governing Law and Venue) and 11.12 (Dispute Resolution and Arbitration), nothing in this Agreement will prevent Sumo Logic from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

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.

**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 Customer 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 Customer 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 Customer 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 Customer Data in connection with providing the Services.  All Sumo Logic personnel with access to Customer 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 Customer 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 Customer 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 Customer Data at rest within the Services.  Sumo Logic will use at a minimum AES algorithm for encryption of Customer Data at rest with a default value of 256-bit strength. Customer 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 Customer 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 Customer 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.