



Offer Description

Splunk Observability Cloud

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this Offer Description, have the meaning in the Agreement. In addition, any reference to the “Agreement” or “Splunk General Terms” in the Documentation or policies linked from this Offer Description mean the Agreement, as defined above.

1. Summary

- 1.1 This Offer Description applies to Splunk Observability Cloud and any Cisco Offers that reference this Offer Description (collectively, the “**Cisco Offer**”). Splunk Observability Cloud includes the following Cloud Services (as part of a suite or as individual services): Splunk Infrastructure Monitoring (Splunk IM), Splunk Application Performance Monitoring (Splunk APM), Splunk Real User Monitoring (Splunk RUM), Splunk Log Observer Connect, Splunk Synthetic Monitoring, as described more fully in the [Splunk Documentation](#).
- 1.2 To the extent applicable to the Cisco Offer, any reference to the “Hosted Services” or “Offerings” in the Documentation, and other materials in this Offer Description (including linked content), mean the Cisco Offer, as applicable.

2. Support and Other Services

- 2.1 **Support.** Your purchase of the Cisco Offer includes the support services described at [Splunk Support Terms](#).
- 2.2 **Splunk Extensions.** You may use Splunk Extensions solely in connection with the Cisco Offer subject to the same terms and conditions for the Cisco Offer and payment of the fees associated with the Splunk Extensions. Some Splunk Extensions may be provided under terms that provide broader rights than the rights You have to the underlying Cisco Offer.
- 2.3 **Third Party Extensions on Splunkbase.** Cisco may make third party Extensions available from Splunkbase (“**Third Party Extension**”). Cisco does not represent, warrant or guarantee the accuracy, integrity, quality, or security of any Third Party Extension, even if that Third Party Extension is identified as “certified” or “validated” for use with the Cisco Offer. Your use of a Third Party Extension may be subject to additional terms, conditions or policies. Cisco may block or disable access to a Third Party Extension at any time.
- 2.4 **Success Plans.** If You qualify for and have purchased a Success Plan, Your Cisco Offer includes the relevant services described at [Splunk Success Plans](#). All Success Plan credits must be consumed within the time period specified. At the end of the applicable period, any remaining credits will expire, and no refunds will be provided for unused credits.

3. Performance Standards

The [Splunk Observability Cloud Service Level Schedule](#) applies to Your use of the Cisco Offer.

4. Data Protection and Security

- 4.1 The [Disclosure Documents](#) for the relevant Cisco Offer provide information about data handling practices, security controls, and other features specific to the relevant Cisco Offer subject to the following modifications:
 - (A) for this Cisco Offer, “**Customer Content**” means any data in a Cisco Offer that has been ingested by You or on Your behalf from Your internal data sources and “**Customer Systems Information**” means customer input configuration data, account data and registration data;
 - (B) for this Cisco Offer, Cisco does not use Customer Content or Customer Systems Information for the following purposes, unless provided as part of Usage Data as defined and outlined in the [Disclosure Documents](#) for the relevant Cisco Offer or as expressly agreed to in this Offer Description or otherwise for this Cisco Offer: Offer Modification or New Offer Development; and
 - (C) the provision on “Partners & Suppliers” is deleted and the following shall apply instead: Cisco may share Customer Systems Information and Customer Content with a trusted ecosystem of suppliers and in situations where Customer Content is shared, each participant has agreed to confidentiality terms, compliance with applicable law, and adherence to information security, privacy and other data processing requirements with Cisco that are consistent with Cisco’s commitments to You. The Information Security Addendum, as referenced in the Disclosure Documents, is replaced with the [Splunk Observability Cloud Security Exhibit](#). Cisco holds trade secret protection in Cisco Systems Information, including Splunk Usage Data, and any access is restricted and subject to confidentiality obligations.

- 4.2 **Data Processing Terms.** The Data Processing Terms apply as defined in the Agreement except as set forth below and Section 5.11.
- (A) Information Security Exhibit. The Information Security Exhibit, as defined in the Agreement and as referenced within the Data Processing Terms, is replaced with the [Splunk Observability Security Exhibit](#).
- (B) Notification Obligations. The notification obligations contained in the Incident Response and Breach Notification section of the [Splunk Observability Security Exhibit](#) will apply instead of any notification terms contained in the Data Processing Terms.
- 4.3 **Privacy and Security.** The Privacy and Security section in the Agreement applies to the Cisco Offer, except that the reference to the Information Security Exhibit is replaced with [Splunk Observability Security Exhibit](#) and Disclosure Documents are modified as set forth in Section 4.1 of this Offer Description.
- 4.4 **Your Responsibility for Data Protection.** You are responsible for: (a) selecting from the security configurations and security options Cisco makes available for the Cisco Offer; (b) taking additional measures outside of the Cisco Offer to the extent the Cisco Offer does not provide the controls that may be required or desired by You; and (c) routine archiving and backing up of Customer Content. You agree to notify Cisco promptly if You believe that an unauthorized third party may be using Your accounts or if Your account information is lost or stolen.

5. AI Offerings

- 5.1 **Optional Use and Applicable Terms.** Cisco makes certain generative AI functionality available for use as components of the Cisco Offer (in each case, an “**AI Offering**”). Your use of the Cisco Offer does not require use of any AI Offering; Your election to use an AI Offering is at Your discretion. If You elect to use any AI Offering, Your use of the AI Offering is governed by the terms set forth in this section 5 (AI Offerings), along with all other applicable terms.
- 5.2 **SERVICE DESCRIPTION.** AI Offerings are elements of the respective Cisco Offer through which they are made available. The functionality and details relevant to specific AI Offerings are set forth in the applicable Cisco Offer’s Documentation, or, in the case of AI assistants (an “**AI Assistant**”), in the respective AI Assistant Documentation. Your use of each AI Offering is subject to the conditions, limitations, and requirements set forth in the Documentation or AI Assistant Documentation, together with the Agreement and this Offer Description.
- 5.3 **PURPOSE AND USE.** When You interact with an AI Offering, Cisco will use Your Inputs, Context Data, and Outputs (collectively, “**AI Service Data**”) to provide, operate, maintain, and Modify the AI Offerings, to comply with applicable law, and to enforce the Agreement. As used in this section, “**Modify**” does not include Training and Fine-Tuning. By using an AI Offering, You grant Cisco a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable, fully paid-up license to access and use the AI Service Data for such purposes.
- 5.4 **TRAINING AND FINE-TUNING.** **If You do not expressly withhold consent to Cisco’s use of Your AI Service Data for Training and Fine-Tuning by deactivating the “opt-in” setting in the AI Offering settings, then in addition to the uses described in Section 5.3 above, Cisco may use Your AI Service Data for the purpose of Training and Fine-Tuning AI Models.** You may opt out of this use of Your AI Service Data in the user interface settings. By using an AI Offering and not toggling off the collection of AI Service Data for Training and Fine-Tuning, You agree that, in addition to the rights granted to Cisco in section 5.3 above, You also grant Cisco a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferrable, sublicensable (through multiple tiers), fully paid-up license to use and transform Your AI Service Data for the purpose of Training and Fine-Tuning AI Models in any form, medium or technology now known or later developed and to commercialize such AI models and make derivatives of them. You acknowledge and agree that some AI Service Data may be replicated in outputs for third parties who use the AI Offering that has been Trained or Fine-Tuned with Your AI Service Data and may therefore be disclosed; You consent to this disclosure and use.
- 5.5 **FEEDBACK.** If You provide any ideas for improvement, suggestions, or other feedback to Cisco in connection with Cisco Offers, including AI Offerings, Cisco may use that feedback for any legal purpose, including without limitation, Training and Fine-Tuning notwithstanding any election to opt out of the use of Your AI Service Data for Training and Fine-Tuning as described above.
- 5.6 **OWNERSHIP OF INPUTS.** As between You and Cisco, Inputs, except any Pre-existing Cisco Content, are owned by You. For each Input, You represent and warrant that You have all rights necessary for You to

grant the licenses granted in applicable terms, and that such Input, and Your provision of it to and through an AI Offering, comply with all applicable laws, rules and regulations, and terms.

- 5.7 **OWNERSHIP OUTPUTS.** As between You and Cisco, Outputs, except any Pre-existing Cisco Content or any content not unique to You or reflecting Your Confidential Information, are owned by You. You will have the right to access and use the Pre-existing Cisco Content in connection with Your applicable Cisco Offer, and those rights will be of the same scope and duration as Your rights to the underlying applicable Cisco Offer.
- 5.8 **RESTRICTIONS AND ACCEPTABLE USE.** In using an AI Offering, You must comply with the Policy. In addition, You may not, and may not allow any user or third party to: (i) use an AI Offering in a way that violates any person's rights; (ii) use an AI Offering or any Output from an AI Offering to develop or improve models (or other product or service) that are similar to or compete with Cisco or LLM service providers, or to benchmark or to train any other model; (iii) work around any technical limitations in an AI Offering or restrictions in AI Offering Documentation; (iv) install or use any third-party software or technology in a way that would subject an AI Offering or any portion of it to any other license; (v) use an AI Offering or Outputs for any activity for which applicable regulations would require licensure by a local, state, or federal agency or regulatory body if performed by a human (vi) use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them (including, but not limited to, the uses described in Section 5.9 below). Your access to and use of an AI Offering is subject to temporary throttling in Cisco's reasonable discretion in accordance with relevant Documentation.
- 5.9 **NO HAZARDOUS OR MEDICAL USE.** You acknowledge and agree that an AI Assistant is not designed or intended: (i) to support any use in which a service interruption, defect, error, or other failure of an AI Assistant could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "**Hazardous Use**"); or (ii) for use as a medical device(s), to be a substitute for professional medical advice, diagnosis, treatment, or judgment ("**Medical Use**"). You must not, and not permit anyone to, make Hazardous Use or Medical Use of an AI Assistant or Output. You will defend, indemnify, and hold Cisco and its affiliates harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a Hazardous Use or Medical Use in connection with an AI Assistant, including any claims based in strict liability or that Cisco (or any of Cisco's suppliers) was negligent in designing or providing an AI Assistant (or any part thereof) to You.
- 5.10 **THIRD-PARTY SERVICE PROVIDERS.** The AI Offering may integrate with a third-party AI service as outlined in this Offer Description or in the applicable AI Offering Documentation. In cases where third-party integration is embedded in the AI Offering as provided to You by Cisco, and Cisco transmits Your AI Service Data to the third party, Cisco will bind the third party to contractual obligations to afford confidentiality and security safeguards to such AI Service Data that are consistent with those by which Cisco is bound. You consent to Cisco sending Your AI Service Data to the third-party AI service to provide the AI Offering services and for the purposes agreed in this Offer Description.
- 5.11 **TERM.** The terms applicable to AI Offerings described in this Offer Description take effect when You gain access to each respective AI Offering and remain in effect for the duration of Your Use Term for the applicable AI Offering or, if there is no specific Use Term for the applicable AI Offering, for the Use Term of the Cisco Offer in which the AI Offering runs unless terminated earlier. You may terminate the terms applicable to any AI Offering at any time for any reason by discontinuing the use of the respective AI Offering and providing written notice of termination to Cisco; termination of Your subscription to the underlying Offering in which an AI Offering runs will automatically terminate the terms specific to Your use of the AI Offering. If Cisco, in its sole discretion, believes Your use of an AI Offering or Agentic AI Features may be in breach of the applicable terms or could result in a potential harm to Cisco, Cisco customers, Cisco vendors, or the general public, Cisco may immediately suspend Your use of the AI Offering or Agentic AI Feature(s).
- 5.12 **DISCLAIMER OF WARRANTIES.** Cisco does not offer any representation or warranties, express or implied, that Outputs are accurate or free from error or bias. You should independently evaluate the Outputs through human review, including to make sure that such Outputs are accurate, lawful, and otherwise appropriate and permissible under the Agreement, including the terms set forth in this Offer Description, and that You have adequate rights to use such Outputs, before relying on them. You will ensure that Your Inputs and use of any Outputs does not violate the intellectual property or proprietary rights of Cisco or any third party. Cisco makes no warranties or representations, express or implied, that the Output is protectable under any

law. With respect to any separately downloaded and installed AI Offering, You agree that Cisco is not responsible for any impact on Your experience of any Cisco Offer with which You use the AI Offering, and that Your sole remedy for any negative impact will be to discontinue use of the AI Offering.

YOUR USE OF AN AI OFFERING IS AT YOUR OWN RISK. AI OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. CISCO AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO AI OFFERINGS OR ANY OUTPUTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, CISCO MAKES NO WARRANTY THAT (I) AN AI OFFERING OR ITS OUTPUTS WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO AN AI OFFERING OR ITS OUTPUTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH AN AI OFFERING WILL MEET YOUR EXPECTATIONS, AND (IV) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. AN AI OFFERING AND OUTPUTS COULD INCLUDE TECHNICAL INACCURACIES, ERRORS, OR OMISSIONS. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY APPLY, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY CAUSED BY THE FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY ASSET, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR ANY OTHER COURSE OF ACTION BY CISCO.

As generative AI systems, AI Offerings may hallucinate, provide inaccurate, incomplete or irrelevant information, generate Outputs that are harmful or that are not fit for use (including from a legal or business perspective). As between You and Cisco, You are responsible for evaluating the accuracy of any Output as appropriate for Your use case, including by using human review of the Output.

5.13 **INDEMNIFICATION.** To the extent that any third-party claim against You arises from Your AI Service Data, section 9 (Intellectual Property Indemnity) of the General Terms will not apply. In addition, by using an AI Offering, You agree to defend, indemnify, and hold harmless Cisco, its Affiliates, and its personnel from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses arising from or in connection with Your use of an AI Offering in any manner inconsistent with the requirements of this Offer Description. You may not settle or compromise any claim that requires any action or forbearance on Cisco's part without first obtaining Cisco's written consent.

5.14 **AGENTIC AI FEATURES.** If a Cisco Offer or AI Offering includes Agentic AI Features, Cisco will identify such features within the Cisco Offer or AI Offering. The terms in this section 5.14 apply to Your use of Agentic AI Features:

(A) **Customer Responsibility and Risk Acceptance for Agentic AI Features.** You acknowledge and agree that Agentic AI Features are designed to operate with at least a certain degree of autonomy. You are responsible for (i) configuring, validating, and monitoring the Agentic AI Features; (ii) carrying out any impact assessments required by law; (iii) reviewing and approving any proposed or executed actions by or results from Agentic AI Features; and (iv) ensuring that Your use of Agentic AI Features complies with all applicable laws. You understand that Agentic AI Features may generate erroneous, unintended, or unwanted actions, results, configurations, or modifications. By using Agentic AI Features, You acknowledge and accept that there are inherent risks associated with their autonomous operation. Cisco will use commercially reasonable efforts to ensure the Agentic AI Features function as described in the applicable Documentation. Cisco will be liable for errors, damages, or losses arising directly from (i) a material defect in the Agentic AI Features as provided by Cisco, (ii) Cisco's gross negligence or willful misconduct, or (iii) Cisco's breach of its express obligations under this Agreement. Except as set forth above, and to the extent permitted by law, Cisco disclaims all liability for any actions taken or not taken by Agentic AI Features, or for any consequences arising from such actions or inactions. For clarity, issues relating to the uptime, accuracy, or inherent biases of third-party AI Model providers are not considered a material defect.

(B) **Human-in-the-Loop Controls.** Where Cisco provides Human-in-the-Loop Controls, You are responsible for configuring and actively using these controls to review, approve, modify, or reject results or actions proposed or taken by the Agentic AI Features. Your failure to properly vet results or configure or use such controls, or Your decision to override or disable them, will not diminish Your responsibility

or acceptance of risk as outlined in this Offer Description. You acknowledge that the effectiveness of Agentic AI Features is contingent upon Your proper implementation and oversight of these controls.

- (C) **Indemnification for Agentic AI Features.** In addition to Your indemnification obligations set forth in the General Terms and section 5.13 above, You agree to defend, indemnify, and hold harmless Cisco, its affiliates, and its personnel from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses arising from or in connection with (i) Your use of any Agentic AI Features in a manner inconsistent with these Terms; (ii) Your failure to properly configure any Agentic AI Feature; or (iii) Your failure to use or configure Human-in-the-Loop controls provided for Agentic AI Features. This indemnification obligation will not apply to the extent such claims arise directly from a material defect in the Agentic AI Features as provided by Cisco, or from Cisco's gross negligence or wilful misconduct. For clarity, issues relating to the uptime, accuracy, or inherent biases of third-party AI Model providers are not considered a material defect.

6. Special Terms

- 5.1 **Right to Use.** The Use Rights under this Offer Description for the Use Term are limited to Your own Internal Business Purpose based on the analysis, monitoring or processing of Your data from Your systems, networks, and devices and does not include monitoring or servicing the systems, networks and devices of any third parties.
- 5.2 **Additional Limits on Usage.** In addition to the limits on usage described in the Agreement and Documentation, You will not: (i) use a Cisco Offer to ingest, process, monitor, analyze or service the devices, systems, networks or application data of any third party; (ii) access or use a Cisco Offer to analyze, test, characterize, inspect, or monitor its availability, performance, or functionality for competitive purposes; (iii) access or use a Cisco Offer to develop, test, troubleshoot, support, or market any software or service that competes with any Cisco Offer, or that integrates, interoperates with, or constitutes an extension of any Cisco Offer and that You use or intend to use for a commercial purpose; (iv) access or use any Cisco Offer in order to analyze, test, characterize, inspect, or monitor its source code or underlying structures, ideas, protocols, or algorithms it contains or uses; (v) separately use any of the applicable features and functionalities of the Cisco Offer with external applications or code not furnished by us or any data not processed by the Cisco Offer; or (vi) exceed the Capacity.
- 5.3 **Policy Application.** Cisco's Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to this Cisco Offer.
- 5.4 **Acceptable Use.** You will abide by the [Splunk Acceptable Use Policy for Cloud Offerings](#) which will be an additional acceptable use provision as referenced in the Agreement.
- 5.5 **Data Usage, Subscription Limits Enforcement and Entitlements.** The additional data usage, subscription limits enforcement and entitlements that apply to the Cisco Offer are described at [Splunk Observability Usage, Subscription Limits and Entitlements](#).
- 5.6 **Third Party Content.** The Cisco Offer may contain features that enable interoperation with Third Party Content that You choose to add to the Cisco Offer. You may be required to: (a) separately obtain access to Third Party Content from its provider; and (b) grant Cisco access to Your accounts with those providers. By choosing to enable such interoperation by allowing Cisco to enable access to Third Party Content, You: (i) certify that You are authorized to do so; and (ii) authorize Cisco to allow that provider to access Customer Content as necessary for the interoperation. Cisco is not responsible or liable for disclosure, modification or deletion of Customer Content resulting from this interoperation, nor is Cisco liable for damages or downtime or other impacts on the Cisco Offer, resulting from Your use of or reliance on Third Party Content, sites or resources.
- 5.7 **Open-source Technology.** The Cisco Offer may contain Open Source Software. Open Source Software that is delivered as part of the Cisco Offer and which may not be removed or used separately from the Cisco Offer is covered by the warranty, support and indemnification provisions applicable to the Cisco Offer. Open Source Software may have additional terms that apply to the use of the Cisco Offer as set out in the Documentation. However, those terms will not: (a) impose additional restrictions on Your Use Rights during Use Term; or (b) negate or amend Your responsibilities with respect to the Cisco Offer. The Open Source provisions in the Agreement do not apply to the Cisco Offer.
- 5.8 **End of Life Notifications.** Cisco may end the life of the Cisco Offer in accordance with the [Splunk Support Policy](#).
- 5.9 **Usage Data.** Cisco collects and processes Usage Data as defined and outlined in the [Disclosure Documents](#) for the relevant Cisco Offer.
- 5.10 **Ownership of Intellectual Property**
- (A) **Cisco Offer.** As between You and Cisco, Cisco owns and reserves all right, title, and interest in and to Cisco Content, and other materials, including all intellectual property rights. Cisco retains rights in anything delivered or developed by Cisco or on our behalf under the Agreement. No rights are granted to You other than as set out in this Agreement.

- (B) **Customer Content.** You own and reserve all right, title and interest in Customer Content, including all intellectual property rights. By sending the Customer Content to the Cisco Offer, You grant Cisco a worldwide, royalty free, non-exclusive license to access and use the Customer Content for purposes of providing You the Cisco Offer. Subject to 5.10(A), You own any reporting results that You or Your Authorized Users may derive from Customer Content through the use of the Cisco Offer.
- 5.11 **Return of Customer Content.** Unless otherwise stated in applicable Offer Disclosure(s) or Documentation, (i) You may retrieve and remove Customer Content from the Cisco Offer at any time during Your Use Term, (ii) Cisco will also make the Customer Content available for Your retrieval for 30 days after termination of Your subscription and (iii) after those 30 days, Cisco will delete all remaining Customer Content without undue delay, unless legally prohibited. In some cases, You may need or prefer assistance. If You require assistance in connection with migration of Customer Content, we may require a mutually agreed upon fee for it. Any provisions in the Data Processing Terms concerning the return, deletion and/or retrieval of Personal Data in Customer Content following termination of the Data Processing Terms is deleted and this section shall apply instead.
- 5.12 **Overages.** If a Use Record verification report reveals that You have exceeded the purchased Capacity or Use Rights, Cisco will have the right to invoice You at the then current list price, which will be payable by You within 30 days.
- 5.13 **Compliance with laws.** In addition to Your obligations under the Agreement, You are responsible for Your Customer Content and users, their compliance with the Agreement, and the accuracy, lawful use of, and how You acquired Your Customer Content. This includes Your responsibility to ensure that You provide any required notice to Your end users and obtain any required consents.
- 5.14 **PHI, PCI Data and ITAR Data.** You may not transmit or store PHI Data, PCI Data or ITAR Data within the Cisco Offer unless You have specifically acquired the compliant version of the Cisco Offer for the applicable regulated environment.
- 5.15 **Integration with PCI-DSS-Certified Environments.** You hereby acknowledge that Splunk Observability Cloud is not PCI-DSS-certified. Integrating PCI-DSS-certified platforms with Splunk Observability Cloud may result in exposure of PCI data to non-PCI-certified environments.
- 5.16 **GovCloud Services.** This section applies to You if You access or use any Hosted Services in the specially isolated AWS GovCloud (U.S.) region (including without limitation any Hosted Services that are provisioned in a FedRAMP authorized environment within the AWS GovCloud (U.S.) region). You represent and warrant that: (i) You are a "U.S. Person" as defined under the International Traffic in Arms Regulations ("ITAR") (see 22 CFR part 120.62); (ii) You have and will maintain a valid Directorate of Defense Trade Controls registration, if required by ITAR; (iii) You and Your end users are not subject to export control restrictions under U.S. export control laws and regulations (i.e., users are not denied or debarred parties or otherwise subject to sanctions); (iv) You will maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including ITAR, as applicable; and (v) You will maintain effective access controls as described in the Agreement. You are responsible for verifying that any user accessing Customer Content in the Hosted Services in the AWS GovCloud (U.S.) region is eligible to access such Customer Content. The Hosted Services in the AWS GovCloud (U.S.) region may not be used to process or store classified data. You will be responsible for all sanitization costs incurred by Cisco if users introduce classified data into the Hosted Services in the AWS GovCloud (U.S.) region. You may be required to execute additional addenda to these General Terms before provisioning selected Hosted Services.
- 5.17 **FedRAMP or StateRAMP for Splunk Cloud Platform**
- (A) If You access or use any Hosted Services in the specially isolated Amazon Web Services ("AWS") GovCloud (US) region that are provisioned in a FedRAMP or StateRAMP authorized environment ("Government Cloud"), You acknowledge the Government Cloud is a more restricted environment.
- (B) You acknowledge that FedRAMP Moderate or StateRAMP Moderate authorized offerings will only meet the standards of an authorized FedRAMP Moderate or StateRAMP Moderate Hosted Service, respectively, if You perform Your obligations as set out in both the "FedRAMP Low or Moderate Control Implementation Summary (CIS) Worksheet" and the "FedRAMP Low or Moderate Customer Responsibility Matrix (CRM) Worksheet" available from Cisco upon request. You acknowledge that FedRAMP High authorized offerings will only meet the standards of an authorized FedRAMP High Hosted Service if You perform Your obligations as set out in the "SSP Appendix J Control Implementation Summary (CIS) and Customer Responsibility Matrix (CRM) Workbook" available from Cisco upon request. To maintain the security of the FedRAMP or StateRAMP authorized offerings, You agree to cooperate with Cisco to remediate any security vulnerabilities upon Cisco's request.
- 5.18 **Registration.** You agree to provide accurate and complete information when You register for and use the Cisco Offer and agree to keep this information current. Each person who uses the Cisco Offer must have a separate username and password. You must provide a valid email address for each person authorized to use the Cisco Offer. Cisco may require additional information in connection with the Cisco Offer, and You will provide this

information as Cisco reasonably requests. You are responsible for securing, protecting, and maintaining the confidentiality of Your account usernames, passwords and access tokens.

- 5.19 **Trade compliance.** Export information regarding the Cisco Offer, including export control classifications, is at https://www.splunk.com/en_us/legal/export-controls.html.
- 5.20 **Governing law and venue.** For purposes of this Offer Description, the laws of the People's Republic of China will not apply to the Agreement and the jurisdiction of the Hong Kong International Arbitration Center is excluded. If Your primary place of business is mainland China, the laws and courts of California will be the governing law and exclusive jurisdiction for any disputes arising from these terms. In addition, Cisco may seek interim injunctive relief in any court of appropriate jurisdiction for violations of the limits on usage set forth in Section 5.2 above.
- 5.21 **US Government end users.** If You are a US Federal Government End User, the following additional clauses apply to the Cisco Offer: Government technical data and rights related to Cisco Offers include only those rights in the customary commercial license in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data - Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation).
- 5.22 **Managed Service Provider Terms.** The following additional terms apply only if You are an authorized Cisco channels partner, authorized to provide managed services:
- (A) You may provide managed services to a single, named End User (as described in Your applicable partner agreement). Therefore, You may not use a single instance of the Cisco Offer to simultaneously provide managed services to unrelated End Users unless Cisco specifically approves it in writing.
- (B) You will ensure that any End User's use of the managed Services is subject to the General Terms and this Offer Description by passing these terms through to Your End Users before provisioning the managed services.
- 5.23 **No Future Functionality.** You agree that Your purchase of the Cisco Offer is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by us regarding future functionality or features.
- 5.24 **Automatic Renewal.** Unless indicated otherwise in an Order, the Cisco Offer Use Term will automatically renew for the same period as the previous Use Term, unless either party writes to the other party that it does not want to renew the subscription at least 1 day before the applicable Use Term ends.
- 5.25 **Use by Third Parties.** Your Affiliates may not access or use the Cisco Offers, unless agreed in writing.
- 5.26 **Definitions**

Term	Meaning
Agentic AI Features	Features or functionality that are (1) designed to autonomously initiate or execute actions, configurations, or modification within Your environment or other systems; and (2) identified as an Agentic AI Feature within the Cisco Offer user interface or relevant Documentation.
AI Model	A computational system, algorithm, or framework that has been trained on data to learn patterns, relationships, or representations and is designed to process inputs (e.g., prompts or data) and generate relevant and responsive outputs. This term encompasses the underlying architecture, parameters, and weights, and any associated algorithms necessary for its functionality. For clarity, "AI Model" expressly excludes (i) the data used to train the AI Model, (ii) specific inputs provided by a user to the AI Model, and (iii) the outputs generated by the AI Model.
AI Offering	A feature, function, or add-on module of a Cisco Offer that uses artificial intelligence in processing information or producing a response to an end-user provided prompt.
AI Offering Documentation	The descriptive, instructional, and other supporting documentation published by Cisco pertinent to a specific AI Offering.
Analyzed Trace	A trace that was sent to and processed by Splunk APM.
APM Identities	The count of all unique spans and initiating operations across all service endpoints for metricization. Additional dimensions on these, specified as select span tags, create further APM Identities based on the count of values of those tags.
Capacity	The measurement of usage of the Cisco Offer (e.g., aggregate daily volume of data indexed, specific source type rights, number of search and compute units, number of monitored accounts, virtual CPUs, user seats, use cases, storage capacity, etc.) that is purchased for the Cisco Offer, as stated in the Order. The Capacities are at https://www.splunk.com/en_us/legal/licensed-capacity.html .
Container	A stand-alone, executable package of software that includes application software and sufficient operating system libraries to run in isolation but shares the underlying operating system with other Containers.
Context Data	Data stored in Your instance of the Cisco Offer that underlies Your use of the AI Offering (e.g. Your Splunk Cloud environment) provided by the Cisco system to an AI Model, together with end-user provided Input that provides relevant reference data used by the AI Model to meaningfully respond to Input.
Custom Metric	Any Metric that is not automatically collected and reported as part of Cisco's standard Host-based integrations.
Customer Content	Data in the Cisco Offer that has been ingested by or on behalf of You from Your internal data sources.

Term	Meaning
Extension	Any separately downloadable or accessible suite, configuration file, add-on, technical add-on, plug-in, example module, command, function, playbook, content or application that extends the features or functionality of the Cisco Offer.
HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended, and supplemented by the Health Information Technology for Economic and Clinical Health Act.
Host	A virtual machine or physical server being monitored.
Human-in-the-Loop Control	A process in which AI-generated outputs or actions allow for human review, approval, or intervention before or during execution.
Input	The raw data or content that You upload or submit to an AI Offering or that is used as input context from Your Cisco Offer environment to power an AI Offering, including in-product Feedback, as further described in applicable documentation.
Internal Business Purpose	Your use of a Cisco Offer for the analysis, monitoring or processing of Your own internal IT infrastructure or business operations based on Your data from Your systems, networks, and devices. Accordingly, Internal Business Purpose does not include use of a Cisco Offer for purposes prohibited by section 5.2 of this Offer Description.
ITAR Data	Information protected by the International Traffic in Arms Regulations.
Metric	Any unique combination of a metric name and dimension value reporting data to Cisco within the last hour.
Modify	To evolve and improve the AI Offering, including without limitation by correcting errors, resolving interoperability issues, patching security vulnerabilities, making feature modifications; improvements; and additions, and by improving services associated with the AI Offering.
Monitoring MetricSet	A set of metrics created by default for certain components in a monitored distributed application and designed to alert on changes in application performance. A Monitoring MetricSet includes metrics such as request rate, error rate, and latency percentiles.
MTS	Metric Time Series.
Output	The data or content generated by an AI Offering and displayed to the end-user as the response or final result of the end-user's interaction with the AI Offering.
PCI Data	Credit card information within the scope of the Payment Card Industry Data Security Standard.
PHI Data	Any protected health data, as defined under HIPAA.
Policy	The Cisco Acceptable Use Policy as set forth here: https://www.cisco.com/c/dam/en_us/about/legal/cisco-acceptable-use-policy.pdf .
Pre-Existing Cisco Content	Any materials in which Cisco has pre-existing intellectual property ownership or rights.
Profiled Container	A Container that is instrumented to send Profiling data to Splunk APM.
Profiling	Automated collection and analysis of code behavior data from runtime environments.
Profiling Volume	The amount of Profiling data that customers pay for to be ingested by Splunk APM.
Session Volume	The amount of Session data that customers pay for to be ingested by Splunk RUM.
Span	An area of code instrumented to be captured as part of a recorded transaction (e.g., rpc, function). Each service can have many spans. At a minimum, there will be 2 spans - inbound and outbound to the service.
Splunkbase	Online directory of, or platform for, Extensions at https://splunkbase.splunk.com and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platforms owned and/or controlled by us.
Splunk Extensions	Extensions made available through Splunkbase that are identified on Splunkbase as built by us (and not by any third party).
TAPM	Trace Analyzed Per Minute.
Trace	An array of spans represented as a Directed Acyclic Graph.
Trace Volume	Amount of trace data per minute that customers pay for to be ingested by Splunk APM.
Third Party Content	Information, data, technology, or materials made available to You by any third party that You license and add to the Cisco Offer or direct us to install in connection with the Cisco Offer. Third Party Content includes but is not limited to, Third Party Extensions, web-based or offline software applications, data service or content that are provided by third parties.
Third Party Extension	As defined in Section 2.3.
Training and Fine-Tuning	Teaching or conditioning AI Models to learn patterns and perform specific tasks by supplying the AI Models with datasets and optimizing their relevant parameters; it includes adapting pre-trained AI Models to improve performance through methods such as adjusting relevant weights.
Troubleshooting MetricSet	A set of metrics created by default for certain components in a monitored distributed application and designed to enable detailed analysis and troubleshooting of an application. A Troubleshooting MetricSet includes metrics such as the request rate, error rate, root-cause error rate and latency percentiles.