



## Offer Description

# Splunk On-Call

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 the Splunk On-Call Cloud Services (as described more fully in the [Splunk On-Call Documentation](#)) and any Cisco Offer that references this Offer Description (collectively, the “**Cisco Offer**”).
- 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](#). Support services are provided via the [Splunk On-Call Support Portal](#).
- 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 On-Call Service Level Schedule](#) applies to Your use of the Cisco Offer.

### 4. Data Handling

- 4.1 The [Disclosure Documents](#) for Splunk On-Call provide information about data handling practices, security controls, and other features specific to this 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 Exhibit, as referenced in the Disclosure Documents, is replaced with the [Splunk On-Call 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 **Privacy and Security.** The Data Processing Terms apply as defined in the Agreement, except: (i) the Information Security Exhibit, as defined in the Agreement and as referenced within the Data Processing Terms, is replaced with the [Splunk On-Call Security Exhibit](#), (ii) the notification obligations contained in the Incident Response and Breach Notification section of the [Splunk On-Call Security Exhibit](#) will apply instead of any notification terms contained in the Data Processing Terms and (iii) as described in Section 5.11. 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 the [Splunk On-Call Security Exhibit](#) and Disclosure Documents are modified as set forth in Section 4.1 of this Offer Description. Customer acknowledges and agrees that the Cisco Offer has not yet undergone a security audit by an independent third party and therefore does not have SOC2 or ISO27001 certification.
- 4.3 **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. 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 Policy.** For subscriptions based on Maximum Daily Indexing Volume, You are entitled to periodically exceed the daily volume purchased in accordance with the data ingestion and daily license usage policy at: [Splunk Data Usage Policy](#).
- 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 Disclosures 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.
- 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 **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.
- 5.16 **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.

- 5.17 **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.
- 5.18 **Trade compliance.** Export information regarding the Cisco Offer, including export control classifications, is at [https://www.splunk.com/en\\_us/legal/export-controls.html](https://www.splunk.com/en_us/legal/export-controls.html).
- 5.19 **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.
- 5.20 **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).
- 5.21 **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. 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 using the Cisco Offer is subject to the General Terms and this Offer Description by passing these terms through to your End Users before provisioning the managed services.
- 5.22 **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.
- 5.23 **Additional Users.** If You want to add additional permitted users, You can do so through the Cisco Offer administrative portal and Cisco will immediately charge Your credit card for the prorated amount for the current Use Term. If You do not have a credit card on file, Cisco will invoice You for the additional permitted users in accordance with the [General Terms](#).
- 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
<b>Capacity</b>	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 <a href="https://www.splunk.com/en_us/legal/licensed-capacity.html">https://www.splunk.com/en_us/legal/licensed-capacity.html</a> .
<b>Customer Content</b>	Data in the Cisco Offer that has been ingested by or on behalf of You from Your internal data sources.
<b>Extension</b>	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.
<b>HIPAA</b>	The Health Insurance Portability and Accountability Act of 1996, as amended, and supplemented by the Health Information Technology for Economic and Clinical Health Act.
<b>Internal Business Purpose</b>	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.

Term	Meaning
<b>ITAR Data</b>	Information protected by the International Traffic in Arms Regulations.
<b>PCI Data</b>	Credit card information within the scope of the Payment Card Industry Data Security Standard.
<b>PHI Data</b>	means any protected health data, as defined under HIPAA.
<b>Splunkbase</b>	Online directory of, or platform for, Extensions at <a href="https://splunkbase.splunk.com">https://splunkbase.splunk.com</a> and any and all successors, replacements, new versions, derivatives, updates and upgrades and any other similar platforms owned and/or controlled by us.
<b>Splunk Extensions</b>	Extensions made available through Splunkbase that are identified on Splunkbase as built by us (and not by any third party).
<b>Third Party Content</b>	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.
<b>Third Party Extension</b>	As defined in Section 2.3.