



## Offer Description – Product

# Splunk On-Premises Subscription Offers

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 is for the following Splunk on-premises Subscription Offers:

- (A) **Splunk Enterprise (SE)**, a Subscription Service that enables You to search, analyze, and visualize the data gathered from the components of Your IT infrastructure or business, as described more fully in the [Splunk SE Documentation](#);
- (B) **Splunk Enterprise Security (ES)**, a Subscription Service that provides prebuilt content and searches to help You focus on answering root-cause questions in real-time about malicious and anomalous events in the IT infrastructure, as described more fully in the [Splunk ES Documentation](#);
- (C) **Splunk IT Service Intelligence (ITSI)**, a Subscription Service that is a scalable IT monitoring and analytics solution which provides actionable insight into the performance and behavior of Your IT services, as described more fully in the [Splunk ITSI Documentation](#); and
- (D) **Splunk Security Orchestration, Automation and Response (SOAR)**, a Subscription Service that is You can install and configure in Your own environment, as described more fully in the [Splunk SOAR Documentation](#);

individually or collectively, the “**Product**”.

1.2 To the extent applicable to the Product, any reference to the “Offerings” in the Documentation, and other materials in this Offer Description (including linked content), mean the Product, as applicable.

## 2. Support and Other Services

2.1 **Support.** Your purchase of the Product includes the support services described at [Splunk Support Terms](#).

2.2 **Splunk Extensions.** You may use Splunk Extensions solely in connection with the Product subject to the same terms and conditions for the Product 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 Product.

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 Product. 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 Product 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. Data Protection and Security

- 3.1 **Privacy Data Sheet.** The [Splunk Cloud Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.
- 3.2 **Data Processing Terms.** The Data Processing Terms apply as defined in the Agreement, except as set forth below.
- (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 Information Security Addendum](#).
- (B) **Notification Obligations.** The notification obligations contained in the Incident Response and Breach Notification section of the [Splunk Information Security Addendum](#) will apply instead of any notification terms contained in the Data Processing Terms.
- (C) **Return, deletion and/or retrieval of Personal Data.** Any provisions in the Data Processing Terms concerning the return, deletion and/or retrieval of Personal Data following termination of the Data Processing Terms is deleted.
- 3.3 **Privacy and Security.** The Privacy and Security section in the Agreement applies to the Product, except that the reference to the Information Security Exhibit is replaced with the [Splunk Information Security Addendum](#), and references to the Customer Content Data Brief and the Systems Information Data Brief do not apply.

### 4. 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 operations 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: (a) use the Product to ingest or analyze the machine, system or application data of any third party; (b) access the Product to monitor its availability, performance, or functionality for competitive purposes; (c) separately use any of the Product features and functionalities with external applications or code not furnished by Cisco or with any data not processed by the Product; or (d) exceed the purchased Capacity.
- 5.3 **Policy Application.** Cisco's Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to this Product.
- 5.4 **Developer Tools and Customer Extensions.** Cisco may make Developer Tools available so You can develop Extensions for use with the Product (Extensions that You develop, "**Customer Extensions**"). You have a Use Right, subject to the Agreement, to use those Developer Tools to develop Your Customer Extensions. This Use Right includes supporting interoperability between the Product and Your system or environment. You may not remove or alter any proprietary legends or notices contained in Splunk Developer Tools. You retain title to Your Customer Extensions, subject to Cisco's ownership in the Product and any materials and technology provided by Cisco in connection with the Developer Tools. You agree to assume full responsibility for the performance and distribution of Customer Extensions.

- 5.5 **Open-source Technology.** The Product may contain Open Source Software. In the applicable Documentation, Cisco makes available a list of Open Source Software incorporated in the Product as required by the respective Open Source Software licenses. Open Source Software that is delivered as part of the Product and which may not be removed or used separately from the Product is covered by the warranty, support and indemnification provisions applicable to the Product. Open Source Software may have additional terms that apply to the use of the Product 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 Product. The Open Source provisions in the Agreement do not apply to the Product.
- 5.6 **End of Life Notifications.** Cisco may end the life of the Product in accordance with the [Splunk Support Policy](#).
- 5.7 **Usage Data.** Cisco collects and processes Usage Data as set out in the [Splunk Privacy Policy](#).
- 5.8 **Ownership of Intellectual Property.** As between You and Cisco, Cisco owns and reserves all right, title, and interest in and to Cisco Content, Splunk Developer Tools 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.
- 5.9 **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.
- 5.10 **Registration.** You agree to provide accurate and complete information when You register for and use the Product and agree to keep this information current. Each person who uses the Product must have a separate username and password. Cisco may require additional information in connection with the Product, 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.
- 5.11 **Trade compliance.** Export information regarding the Product, 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).
- 5.12 **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.
- 5.13 **US Government end users.** If You are a US Federal Government End User, the following additional clauses apply to the Product: FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data – Commercial Items).
- 5.14 **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 defined in Your applicable partner agreement). Therefore, You may not use a single instance of the Product 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.
- 5.15 **No Future Functionality.** You agree that Your purchase of the Product 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.

5.16 **Automatic Renewal.** Unless indicated otherwise in an Order, the Product 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.

5.17 **Use by Third Parties.** Your Affiliates may not access or use the Products, unless agreed in writing.

#### 5.18 Definitions

Term	Meaning
<b>Capacity</b>	The measurement of usage of the Product (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 Product, 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 Extension</b>	As defined in Section 5.4.
<b>Developer Tool</b>	The standard application programming interface, configurations, software development kits, libraries, command line interface tools, other tooling (including scaffolding and data generation tools), integrated development environment plug-ins or extensions, code examples, tutorials, reference guides and other related materials identified and provided by us to facilitate or enable the creation of Extensions or otherwise support interoperability between the software and Your system or environment.
<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 Product.
<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 Extension</b>	As defined in Section 2.3.
<b>Usage Data</b>	Data generated from the usage, configuration, deployment, access, and performance of the Product. For example, this may include such things as information about Your operating environment, such as Your network and systems architecture, or sessions, such as page loads and session views, duration, or interactions, errors, number of searches, source types and format (e.g., json, xml, csv), ingest volume, number of active and licensed users, or search concurrency.