



## Offer Description

# 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 applies to the following Splunk on-premises Subscription Offers: Splunk Enterprise (SE) (as described more fully in the [Splunk SE Documentation](#)), Splunk Enterprise Security (ES) (as described more fully in the [Splunk ES Documentation](#)), Splunk IT Service Intelligence (ITSI) (as described more fully in the [Splunk ITSI Documentation](#)), Splunk Security Orchestration, Automation and Response (SOAR) (as described more fully in the [Splunk SOAR Documentation](#)), Splunk Asset and Risk Intelligence (ARI) (as more fully described in the [Splunk ARI Documentation](#)), Splunk App for PCI Compliance (as described more fully in the [Splunk PCI Compliance Documentation](#)); and any Cisco Offers that reference this Offer Description (collectively, the “**Cisco Offer**”).
- 1.2 To the extent applicable to the Cisco Offer, any reference to the “**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. Data Handling

- 3.1 The [Disclosure Documents](#) for Splunk on-premises Subscription Offers 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 outlined in the [Splunk Usage Data Privacy Data Sheet](#) 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 Information 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.

- 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 Cisco Offer, except that the reference to the Information Security Exhibit is replaced with the [Splunk Information Security Addendum](#) and Disclosure Documents are modified as set forth in Section 3.1 of this Offer Description.

#### 4. Special Terms

- 4.1 **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.
- 4.2 **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.
- 4.3 **Policy Application.** Cisco's Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to this Cisco Offer.
- 4.4 **Open-source Technology.** The Cisco Offer may contain Open Source Software. In the applicable Documentation, Cisco makes available a list of Open Source Software incorporated in the Cisco Offer as required by the respective Open Source Software licenses. 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.
- 4.5 **End of Life Notifications.** Cisco may end the life of the Cisco Offer in accordance with the [Splunk Support Policy](#).
- 4.6 **Usage Data.** Cisco collects and processes Usage Data as set out in the [Splunk Offerings Usage Privacy Data Sheet](#). Usage Data does not include Customer Content.
- 4.7 **Ownership of Intellectual Property.** 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.
- 4.8 **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.
- 4.9 **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. 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.
- 4.10 **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).

- 4.11 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 4.2 above.
- 4.12 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).
- 4.13 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 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.
- 4.14 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.
- 4.15 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.
- 4.16 Use by Third Parties.** Your Affiliates may not access or use the Cisco Offers, unless agreed in writing.

#### 4.17 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>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>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.
<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 Cisco Offer. 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.