

Service Description

Splunk Subscription Professional Services

This Service Description is part of the Services Agreement (as defined in the <u>Services Guide</u>) and describes various Services that Cisco will provide to You. Capitalized terms, unless defined in this document, have the meaning in the Services Guide.

1. Summary

The Splunk Professional Services Subscription Services provides You with access to Services that are listed within the relevant service product specific catalog or datasheet. The Splunk Professional Services Subscription Services will be available to You over the Services Term and will consist of one or more of the options listed below as set forth in the Quote. Unless otherwise indicated within Your Quote, all Splunk Professional Services Subscription Services are annual services with the Services commencing from the date of purchase or invoice (Services Term).

Professional Services Subscription Services may include any of the following options:

- OnDemand Services ("ODS") provides You with OnDemand Service Credits ("ODS Credits") that can be used to receive a predefined Professional Service which are provided remotely and are as defined within the <u>Splunk ODS catalog</u> from Splunk consultants. An ODS service request will deduct a specified number of ODS Credits from your entitlement, as detailed in the ODS Catalog. The amount of ODS Credits required to receive a service is estimated based on the number of service hours typically required to perform the service, as follows:
 - One (1) Credit provides service for up to one (1) hour.
 - o Two (2) Credits provides service for up to (2) hours.
 - o Five (5) Credits provides service for up to (4) hours.
 - o Ten (10) Credits provides service for up to (8) hours.
 - Twenty (20) Credits provides service for up to (16) hours.

If the time required for Service or task takes longer than the aforementioned designations, Cisco reserves the right to require the use of additional ODS Credits, and Cisco reserves the right to make such determination. ODS Credits can only be used for tasks identified in the ODS Catalog. ODS Quarters ("ODS Quarter") begin each calendar year on January 1, April 1, July 1, October 1, respectively. When Your Service Term starts during an ODS Quarter, Your ODS Credits are available during the first and last partial ODS Quarters and are prorated accordingly. Unused ODS Credits do not carry forward at the end of an ODS Quarter or Service Term. No refunds are issued for unused ODS Credits.

 Assigned Expert Services ("AES") provides You with access to a dedicated Cisco Splunk Senior Technical, Product Specialist Resource. AES guides You in the planning, coordination, implementation, and optimization of the selected Splunk product(s). The activities performed as part of AES vary by product and are as described in the datasheets for <u>Security AES</u>, <u>Observability AES</u>, <u>IT Service Intelligence AES</u> and <u>SOAR AES</u>. AES annual subscription is available in two levels of dedication depending on the scale and complexity of the Your environment. AES includes shared direct access for You to AES for up to an average of eight (8) hours per week for "quarter time" or sixteen (16) hours per week for "half time" which is the level of dedication purchased. The annual subscription only entitles You to two (2) onsite services selections.

- Technical Account Manager Services ("TAMS") provides You with access to a senior Cisco Splunk Enterprise and Splunk Cloud Platform Accredited Specialist who will assist you with technical adoption and use of Splunk Enterprise and the Splunk Cloud Platform for a variety of business use cases. In addition, TAMS takes a proactive approach to ensuring expedited issue resolution, including a personalized and tailored support experience by maintaining information on your environment and priorities to jump start resolution of support cases quickly. TAMS can be used only for items specifically listed in the TAMS datasheet, and not for any other purpose. TAMS is available as an add-on purchase option for Success Plan and OnDemand Services customers.
- Value Boost Services ("VBS") provides You with assistance in achieving Your business outcomes with Your Splunk products. VBS is made up of two service components as follows:
 - Direct Reactive Advisory Assistance: provides up to five (5) contacts within Your business with access to a designated consultant who is a Splunk Enterprise or Splunk Cloud certified expert. This consultant will triage all of Your technical inquiries and issues on Your Splunk products and will aim to resolve the issues themselves or recommend leveraging ODS or Splunk Support. If you are in agreement with the recommendation, Your designated consultant will create Your ODS Request or support case on your behalf.
 - o Proactive Services Engagement: provides an outcome planning assessment that is delivered by a Splunk Product Advisor, followed by an outcome execution engagement that is delivered by a Splunk consultant. The Proactive Services Engagement provides You with access to a Splunk Product Advisor for up to eight (8) hours per week throughout the 90-day engagement period which begins at the time of the engagement kick off meeting. During the 90-day engagement period, You will also have access to the Splunk Consultant for up to eight (8) hours per day of hands-on delivery, for up to ten (10) days, who will execute specific actions as agreed by You and the Splunk Product Advisor. At the end of the 90-day period this service will expire, with no carryover. VBS provides You with one (1) Proactive Services Engagement within each twelve (12) consecutive month period. The minimum Services Term for a Proactive Services Engagement is twelve (12) months.

2. Cisco Responsibilities

- Work with You at a Services kick-off meeting to specify and mutually agree on the Activities to be conducted during Your Splunk Professional Services Subscription Services engagement(s).
- Provide the list of Activities to be conducted during the engagement(s) to the Splunk Professional Services consultants who will work with You.
- On a quarterly basis, provide an updated review of progress and consumption against the mutually agreed upon Services and agree on the Services to be provided in the following quarter.
- Assign, supervise, and direct the individuals delivering this Service. Cisco may switch individuals at
 any time. Cisco is not obligated to make personnel changes to accommodate workload or work type
 changes. Cisco will assess the experience and skills required to deliver the mutually agreed upon
 services and assign personnel and resources to meet those requirements.

Use commercially reasonable efforts to complete tasks and activities agreed to in the Services kickoff meeting and subsequent plans. Cisco does not guarantee that all tasks and activities will be
successfully completed by the end of the Services Term. All Service delivery will stop and be
considered complete on the last Business Day of the Services Term.

3. Customer Responsibilities

- Work with Cisco to identify and agree on the Activities within the scope of this Service Description.
- Activities must be requested by Customer and scheduled at least ninety (90) days before the end date of the Services Term.
- Remain responsible for all of Your compliance with industry standards.

4. Limitations

- At the end of the Services Term, any unused Professional Services will expire. No refunds will be provided.
- Splunk Professional Services will not be subject to approval or acceptance by You.
- Cisco Content: Any materials created or provided as part of the Services, including Deliverables, Document Deliverables, Scripts, or Software, are Cisco Content, as defined in the Services Agreement.
- Any Terms and Conditions noted in the catalogs or datasheets referenced above are replaced by the terms and conditions of this Service Description.

5. Data Processing Terms

- The Data Processing Terms apply as defined in the Services Agreement except as set forth below.
- The Information Security Exhibit, as defined in the Services Agreement and as referenced within the
 Data Processing Terms, is replaced with the <u>Splunk Professional Services Information Security</u>
 <u>Addendum</u> ("Splunk ISA"), which will apply to the Services.
- The notification obligations contained in the Incident Response Plan and Breach Notification section of the Splunk ISA will apply in lieu of any notification terms contained in the Data Processing Terms.
- 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 and replaced with the Secure Disposal section of the Splunk ISA.
- The Privacy and Security section in the Services Agreement applies to the Services, except that the
 reference to the Information Security Exhibit is replaced with the Splunk ISA, and references in the
 Services Agreement to the Customer Content Data Brief and the Systems Information Data Brief do
 not apply to the Services.