

## Standard License Agreement for Cribl's LogStream Software

### 1. Agreement to use LogStream.

This agreement allows you to use the LogStream software and describes the contractual relationship between you and Cribl, Inc. arising from your use of LogStream. The laws of California govern this agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

YOU CAN USE LOGSTREAM ONLY IF YOU READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE THE AUTHORITY TO ACCEPT THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO.

You accept this agreement by clicking "I agree" or similar terms when first downloading, installing, or using LogStream. If you accept this agreement, you can use LogStream as provided by this agreement until the agreement ends. Cribl may change this agreement and the LogStream software and features it offers at any time after posting a notice to its website. Your continued use of LogStream constitutes continuing agreement to these terms.

### 2. Cribl and LogStream.

Cribl owns LogStream and retains all rights related to all versions of LogStream, including all intellectual property rights related to Cribl and LogStream. LogStream is available at <http://www.cribl.io>. Cribl may provide LogStream to other customers and may provide software updates to LogStream from time to time at no cost to you. Certain additional updates with new features must be purchased from Cribl.

### 3. Your use of LogStream.

You can use LogStream Free or LogStream One by accepting this agreement. You can use LogStream Standard or LogStream Enterprise by accepting this agreement and purchasing the appropriate license and usage terms from Cribl or an authorized partner. You will be charged the fees as described in your ordering instrument based on your license and usage terms. Cribl will provide support services for LogStream as described at <https://cribl.io/support/>.

You can authorize other persons or organizations to use LogStream on your behalf, but you cannot process data using LogStream for anyone else or let anyone else use your access to LogStream to process data using LogStream for anyone else other than you. You are responsible for all use related to your access to LogStream.

You must follow all applicable laws, rules, regulations, contracts, and other legal requirements. You must comply with all applicable import and export controls and obtain all necessary licenses and approvals necessary to download, deploy, or use LogStream. You cannot download, deploy,

or use LogStream in any way that violates any legal requirement or right of a third party. You cannot modify LogStream, create derivative works from LogStream, or reverse engineer any part of LogStream unless permitted by applicable law.

#### **4. Data and confidentiality.**

You own all your data, including data that you input into LogStream or process with LogStream. You are responsible for protecting your data from loss, alteration, and disclosure. You are responsible for protecting access to your data and for protecting any encryption keys or security credentials needed to access data encrypted by LogStream.

All data received by Cribl is subject to Cribl's Privacy Policy, which is available at <https://cribl.io/privacy-policy/>.

You and Cribl must take reasonable steps to protect each other's confidential information, including by following legal requirements, limiting access to the other party's confidential information, and ensuring each other's employees and other agents do not violate this agreement. Confidential information includes without limitation information designated verbally or in writing as confidential, trade secrets, and any other proprietary information.

You and Cribl can only use and disclose each other's confidential information for purposes related to this agreement and as required by law. You and Cribl may not otherwise disclose to any party not subject to this agreement any confidential information of the other party without the consent of the other party.

After this agreement ends, you and Cribl must continue to protect each other's confidential information and must return or destroy any confidential information of the other party if requested by the other party.

#### **5. No warranties and limited liability.**

You and Cribl are entitled to all legal or equitable remedies that will satisfy each of our rights and obligations under this agreement or your obligation to pay for LogStream or any additional LogStream features you have purchased from Cribl.

IF A COURT FINDS THAT EITHER PARTY BREACHED THIS CONTRACT AND LOSSES WERE SUFFERED AS A RESULT OF THAT BREACH, THE BREACHING PARTY WILL COMPENSATE THE NON-BREACHING PARTY FOR SUCH LOSSES TO THE EXTENT ALLOWED BY THIS AGREEMENT.

THE MAXIMUM CUMULATIVE LIABILITY UNDER ANY THEORY OF LIABILITY RELATED TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT OF FEES YOU PAID TO CRIBL IN THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY UNLESS THE LIABILITY RELATES TO YOUR VIOLATION OF CRIBL'S INTELLECTUAL PROPERTY RIGHTS OR A VIOLATION OF THE CONFIDENTIALITY REQUIREMENTS IN SECTION 4.

CRIBL PROVIDES LOGSTREAM “AS IS” AND YOU ASSUME THE ENTIRE RISK OF USING LOGSTREAM. CRIBL IS NOT RESPONSIBLE FOR YOUR USE OF LOGSTREAM OR ANY CONSEQUENCES TO YOU OR ANYONE ELSE THAT MAY OCCUR RELATED TO YOUR USE OF LOGSTREAM OR THE RELIANCE ON DATA PROCESSED BY LOGSTREAM.

CRIBL MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS RELATED TO LOGSTREAM, INCLUDING WITHOUT LIMITATION WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REQUIREMENT, TITLE, QUALITY, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT.

YOU AND CRIBL ARE NOT LIABLE TO EACH OTHER RELATED TO YOUR USE OF LOGSTREAM FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES.

YOU AND CRIBL ARE NOT LIABLE TO EACH OTHER RELATED TO YOUR USE OF LOGSTREAM FOR ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT REPLACEMENT COSTS, DATA REPLACEMENT COSTS, OR OPERATING COSTS.

YOU AND CRIBL ARE NOT LIABLE TO EACH OTHER IF IT BECOMES IMPOSSIBLE TO COMPLY WITH THIS AGREEMENT, BUT EACH OF US MUST USE REASONABLE EFFORTS TO TRY TO MITIGATE SUCH ISSUES.

This agreement does not create any employment, partnership, joint venture, or other agency relationship between you and Cribl. This agreement only acts to benefit you and Cribl; it does not act to benefit any third party.

## **6. Ending the agreement.**

You and Cribl can end the agreement at any time for any reason by providing written notice to the other party. If the agreement ends, you must pay, within thirty days from the date the agreement ended, any unpaid balance owed to Cribl related to your use of LogStream less the balance attributable to the unused remainder of the contract term. Cribl will refund prior payments attributable to the unused remainder of the contract term. All obligations and rights in Section 4 and Section 5 survive the end of this agreement.

## **7. Notices.**

You must send all notices related to this agreement in writing to [notice@cribl.io](mailto:notice@cribl.io). Cribl must send all notices related to this agreement in writing to the email address you used to accept this agreement. You and Cribl agree that notices sent pursuant to this agreement are legally sufficient for all purposes.