

## CRIBL SUBSCRIPTION SERVICES AGREEMENT

**Last Updated:** March 1, 2024

This CRIBL SUBSCRIPTION SERVICES AGREEMENT (“**Agreement**”) forms a binding agreement between you individually or the business entity or public agency on whose behalf you are accepting this agreement (“**Customer**,” “**you**,” or “**your**”), and it applies to your purchase and use of Subscription Services and Consulting Services provided by Cribl, Inc. (“**Cribl**,” “**we**,” or “**us**”). This Agreement consists of the general terms and conditions below, as well as the terms and conditions of all applicable Order Forms, Services Briefs, Statements of Work, the Program Guide, the Services Addenda, and other documents referenced in or attached to this Agreement, all of which are incorporated into this Agreement by reference.

This Agreement is accepted by: (1) indicating acceptance of these terms by clicking “submit,” “accept,” or by similar online action as may be offered in a Cribl web or in-application form, or by signing an Order Form referencing this Agreement; or (2) accessing or using any portion of the Subscription Services.

You represent and warrant that you: (a) are an employee, contractor, or agent of, and have the authority to represent Customer; and (b) have read and understand all the provisions of this Agreement. If Customer does not wish to accept this Agreement, or you do not have authority to bind Customer to this Agreement, then do not click or sign to accept this Agreement or access or use the Subscription Services.

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions.

“**Affiliate**” means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where “**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.

“**Authorized Reseller**” means a vendor authorized by Cribl to resell Subscription Services and Consulting Services.

“**Authorized User**” means any person authorized by Customer to use the Subscription Services on its behalf.

“**Confidential Information**” means: (a) Customer Data (which will be deemed Customer’s Confidential Information); (b) Subscription Services, its pricing and any non-public technical and security documentation about the Subscription Services (in each case which will be deemed Cribl’s Confidential Information); (c) any information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) that is non-public and related to a party’s technology or business, or due to the nature of the information or circumstances of disclosure, the Recipient should reasonably understand to be the Discloser’s Confidential Information; or (d) any Order Form and this Agreement or any amendments to an Order Form or this Agreement (which will be deemed Confidential Information of both parties). Confidential Information expressly excludes any information that: (i) is or becomes generally publicly known without fault or breach by Recipient; (ii) the Recipient obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or (iii) is independently developed by Recipient without use or reference to the Discloser’s Confidential Information.

“**Consulting Services**” means any consulting services provided in connection with the Subscription Services by or on behalf of Cribl to Customer under an Order Form, Services Brief, or SOW (as defined in Section 3.4.).

“**Cribl Core Technology**” means the Subscription Services, Documentation, Cribl’s websites, Packs offered by Cribl, other software, technology and methodologies created by or for, or licensed to, Cribl and any updates to, or derivative works or extensions of, the foregoing.

**“Customer Data”** means data and content uploaded by or for Customer or its agents, employees, or contractors, or otherwise submitted by or on behalf of Customer for processing in the Subscription Services.

**“Documentation”** means the then-current product documentation published by Cribl at <https://docs.cribl.io/> for each version of the Subscription Services as may be updated from time to time.

**“Effective Date”** means the date Customer first accepts this Agreement per the acceptance process in the preamble above.

**“Intellectual Property Rights” or “IPR”** means all intellectual property and proprietary rights worldwide, including patent, trademark, service mark, copyright, trade secret, know-how, moral right, and any other intellectual and intangible property rights, and all continuations, continuations in part, applications, renewals, and extensions of any of the foregoing.

**“Law”** means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code and requirement of any government authority (federal, state, local, or international) having jurisdiction.

**“Order Form”** means an ordering document signed by Customer and Cribl pursuant to this Agreement.

**“Pack”** means software and configuration files that provide features and settings for Subscription Services made available for download and access by Cribl to its customers.

**“Program Guide”** means Cribl’s program guide for its offerings, made available at <https://cribl.io/legal/> and as may be updated from time to time.

**“Services Addendum”** means a separate addendum with service-specific terms for the applicable Subscription Services.

**“Services Brief”** means a written description for packaged Consulting Services, attached to or referenced in an Order Form.

**“Support”** means the technical support and maintenance provided by Cribl to customers as described in the Program Guide.

**“Subscription Services”** means the certain Cribl offerings to which you have subscribed in an applicable Order Form, such as Cribl’s self-hosted software (“**Software**”) or software-as-a-service Cloud offering (“**Cribl Cloud**”).

**“Subscription Term”** means the period of authorized access to and use of the Subscription Services, as set forth in the applicable Order Form.

**“Third-Party Components”** means third-party Packs, products, services, and other software.

## **2. ORDERS.**

**2.1 Order Forms.** The parties may execute an Order Form for Customer’s purchase of Subscription Services or Consulting Services. Upon execution by the parties, each Order Form is non-cancellable and, except as otherwise provided in this Agreement, non-refundable. Prices stated in each Order Form are final. Each Subscription Term is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on a purchase of the entire Subscription Term.

**2.2 Orders Through Authorized Resellers.** To the extent Customer purchases Subscription Services through an Authorized Reseller: (a) all references to an Order Form in this Agreement shall refer to an ordering document between Customer and the Authorized Reseller; (b) this Agreement governs Customer’s use of such Subscription Services, except Section 4 (Payment); and (c) Customer will submit any warranty or refund credit claims directly to the Authorized Reseller, who will be solely responsible for issuing any refunds. Any terms agreed to between you and the Authorized Reseller that are in addition to this

Agreement are solely between you and the Authorized Reseller, and will not be binding on or have any force or effect with respect to Cribl.

**2.3 Service-Specific Addenda.** Customer's use of the Subscription Services will be conditioned on Customer's agreement to the applicable service-specific Services Addendum, which will be incorporated into and subject to this Agreement.

**2.4 Evaluation Access.** Cribl may offer to Customer evaluation, trial, testing, beta, or other free versions or features of Cribl offerings (an "**Evaluation Subscription**"). Customer will use an Evaluation Subscription labeled "test" or "beta" solely with non-production, non-confidential data. Customer may not use an Evaluation Subscription for any production, professional, or for-profit purpose. Evaluation Subscriptions may be offered by Cribl without a corresponding Order Form, in which case the Subscription Term will be 30 days unless otherwise expressly specified in an Order Form or other written agreement between the parties. No Cribl competitor or any employee, contractor, or agent thereof, may access an Evaluation Subscription. FOR ANY EVALUATION SUBSCRIPTION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (A) THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; (B) CRIBL MAY TERMINATE CUSTOMER'S ACCESS AT ANY TIME, FOR ANY REASON AND WITHOUT LIABILITY OF ANY KIND; (C) CRIBL WILL HAVE NO INDEMNITY OBLIGATION UNDER THIS AGREEMENT; AND (D) CRIBL'S TOTAL LIABILITY WITH RESPECT TO THE EVALUATION SUBSCRIPTION ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$500. This Section 2.4 will supersede any conflicting terms in this Agreement with respect to any Evaluation Subscription.

### **3. SUBSCRIPTION SERVICES; OTHER SERVICES.**

**3.1 Subscription Services.** Subject to this Agreement, Cribl will provide to Customer the applicable Subscription Services during the Subscription Term as described in the applicable Services Addendum.

**3.2 Use Rights; Licenses.** Customer and its Authorized Users may use the Subscription Services during the Subscription Term for its own internal business purposes in accordance with the use rights or license provided in the applicable Services Addendum.

**3.3 Third-Party Components.** Cribl may make Third-Party Components available for download or access as a convenience to its customers from time to time. Cribl makes no promises or guarantees related to any Third-Party Components, including the availability, accuracy, integrity, quality, or security of such Third-Party Components. Customer's use of Third-Party Components is at your own risk and may be subject to additional terms and conditions.

**3.4 Consulting Services.** From time to time, the parties may agree for Cribl to perform Consulting Services by executing an Order Form, Services Brief, or statement of work ("**SOW**"). Any such Order Forms, Services Briefs, or SOWs will be incorporated into and subject to the terms of this Agreement. ,

**3.5 Support and Security.** Cribl will provide Support and security to Customer, with the exception of Evaluation Subscriptions, pursuant to the Program Guide and during the Subscription Term.

### **4. PAYMENT.**

**4.1 Invoices and Payment.** All fees and payment terms are as set forth in the applicable Order Form. Customer will pay all fees in accordance with each applicable Order Form. Cribl will electronically issue to Customer, or if applicable, to an Authorized Reseller, the initial invoice corresponding with each Order Form upon the provision of administrative credentials for use of the Subscription Services. Consulting Services are offered on a fixed-fee basis invoiced upon signature of the corresponding Order Form. Customer will pay each invoice in full within 30 days after the date of the electronic invoice to the email address provided to Cribl by Customer. Customer may not reduce any amount payable to Cribl under this Agreement due to

any counterclaim, set-off, adjustment, or other claim Customer might have against Cribl, any other party, or otherwise. Cribl may verify Customer's use of the Subscription Services complies with the purchased use limitations in the applicable Order Form. If Cribl determines that Customer has exceeded its permitted use rights, Cribl will notify Customer and, within 30 days after the date of such notice, Customer will either: (a) reduce its use to match permissions; or (b) purchase subscription rights commensurate with its actual use.

**4.2 Taxes.** Fees charged for Subscription Services and Consulting Services do not include Taxes. "**Taxes**" mean taxes, levies, duties, or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Cribl. Customer is responsible for paying all Taxes associated with its purchases under this Agreement, including without limitation all use or access to the Subscription Services or Consulting Services by its users. If Cribl has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, Cribl will invoice Customer and Customer will pay such amount unless Customer provides Cribl with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Cribl, except as required by applicable Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Cribl receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made.

Upon Cribl's request, Customer will provide to Cribl its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide on an Order Form its value added tax/GST registration number for the business location(s) where it is legally registered and where the ordered Subscription Services or Consulting Services are used for business use. Cribl shall be entitled to rely upon the "Ship To" address indicated on the Order Form for purposes of determining Customer's business location(s) where the ordered Subscription Services or Consulting Services are used for business use.

## **5. INTELLECTUAL PROPERTY.**

**5.1 Cribl Ownership.** As between the parties, Cribl and its licensors exclusively own all right, title, and interest, including all IPR, in the Cribl Core Technology. Except for the rights and licenses expressly granted in this Agreement, Cribl, on behalf of itself and its licensors, reserves all rights in the Cribl Core Technology.

**5.2 Your Ownership.** As between the parties, Customer and its licensors retain all right, title, and interest in and to all IPR in the Customer Data. Customer grants to Cribl and its contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use and reproduce Customer Data solely to provide and support the Subscription Services and Consulting Services. Customer acknowledges and agrees that the Subscription Services are intended to be used in conjunction with a data source and that Cribl does not provide a source of record or data backup.

**5.3 Feedback.** Notwithstanding anything to the contrary, if Customer provides Cribl with feedback, such as suggestions or ideas regarding the Cribl Core Technology, then Cribl has the irrevocable right to exercise all rights in such feedback without restriction or compensation to Customer.

## **6. WARRANTIES; DISCLAIMERS.**

**6.1 Cribl Warranties.** Cribl warrants that: (a) during the Subscription Term, the Subscription Services will materially conform to the specifications described in the Documentation; and (b) the Consulting Services will be performed in a competent and workmanlike manner, in material compliance with the requirements in the applicable Order Form, Services Brief, or SOW.

**6.2 Remedies.**

(a) **Subscription Services.** If any material breach of the warranty in Section 6.1(a) (excluding any non-conformity caused by Customer's breach of this Agreement) persists without relief for more than 30 days after Customer has provided written notice to Cribl of the breach, Customer may terminate the affected Subscription Services immediately upon written notice, and, as your exclusive remedy, Cribl will refund to Customer any prepaid fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Services following termination.

(b) **Consulting Services.** If, within 30 days after performance of any Consulting Services, such Consulting Services are in non-conformance with Section 6.1(b), Customer will notify Cribl of the non-conformity, and Cribl will, at its option and as your exclusive remedy, either (i) use commercially reasonable efforts to re-perform the Consulting Services in conformance with section 6.1(b), or (ii) terminate the affected Consulting Services and refund to you any amounts paid for the nonconforming Consulting Services.

**6.3 Disclaimer.** Except for the express warranties in this Section 6 or as expressly set forth in an addendum to this Agreement, to the maximum extent allowed by Law, each party disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written), including the implied warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance. Without limiting the above, Cribl does not warrant that the Subscription Services: (a) will meet the requirements of Customer or others; (b) will be accurate or operate without interruption or error; or (c) are designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury, or severe physical, property, or environmental damage.

## **7. CONFIDENTIALITY.**

**7.1 Rights and Obligations.** The Recipient of Confidential Information will: (a) protect it from unauthorized disclosure with at least a reasonable degree of care; and (b) not use it except as necessary to exercise rights or fulfill obligations under this Agreement. Each party may disclose the Confidential Information to its Affiliates, employees, contractors, accountants, auditors, and legal advisors, who are bound to confidentiality terms consistent with those in this Agreement, only on a need-to-know basis. On termination of this Agreement, the Recipient will, at Discloser's request, return all originals, copies, reproductions, and summaries of Confidential Information, or at the Discloser's option, certify destruction of the same. Notwithstanding the foregoing, Cribl may retain a copy of Customer's Confidential Information pursuant to our standard backup and data retention policies, which will remain subject to the confidentiality requirements in this Agreement.

**7.2 Third Party Requests.** This Agreement will not prevent the Recipient from disclosing the Discloser's Confidential Information to a court or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if the Recipient: (a) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (b) reasonably assists the Discloser, at the Discloser's cost, in its lawful efforts to resist or limit such disclosure; and (c) discloses only that portion of Confidential Information that is legally required to be disclosed.

## **8. THIRD PARTY CLAIMS.**

**8.1 Cribl's Obligations.** Cribl will defend Customer from and against any claim or demand made by an unaffiliated third party alleging that the Subscription Services, when used as authorized in this Agreement, unmodified by Customer and used in accordance with the Documentation, infringes IPR owned by such third party and will indemnify Customer from and against any damages and costs awarded against Customer or agreed in settlement by Cribl (including reasonable attorneys' fees) resulting from such claim or demand. Notwithstanding the foregoing, Cribl has no obligation or liability for any claim to the extent

arising from: (a) any Subscription Services not expressly authorized to be used or accessed under this Agreement; (b) any Customer Data; (c) Customer's or its users' use of the Subscription Services (i) in violation of Law, or (ii) after being informed by Cribl to cease such use (after Customer has been given a reasonable opportunity to cease use); or (d) any modification to the Subscription Services to Customer's specifications, or combination of the Subscription Services with anything not provided by Cribl, if the IPR Claim would have been avoided absent such modification or combination.

**8.2 Corrections.** If Customer's use of the Subscription Service is (or in Cribl's opinion is likely to be) enjoined, if required by settlement, or if Cribl determines such actions are reasonably necessary to avoid material liability, Cribl may, in its sole discretion: (a) substitute services of substantially similar functionality; (b) procure for Customer the right to continue using the Subscription Services; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Customer the fees paid to Cribl for the remaining portion of the Subscription Term.

**8.3 Your Obligations.** Customer will defend Cribl from and against any claim or demand made by an unaffiliated third party alleging that Cribl's use and processing of Customer Data (i) infringes any IPR, or (ii) violates any privacy rights or applicable Law. Notwithstanding the foregoing, Customer has no obligation or liability for any claim to the extent arising from Cribl's processing of Customer Data after being informed by Customer to cease such processing (after Cribl is given a reasonable opportunity to cease processing).

**8.4 Process.** Each party's duty to defend is subject to the indemnified party: (a) providing prompt notice of any actual or threatened claim; (b) giving the indemnifying party sole control of the defense of such claim and of any related settlement negotiations; and (c) cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior written consent. To the extent the parties perform as required, this Section 8 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

## **9. LIMITATION OF LIABILITY.**

**9.1 Limited Liability.** To the extent permitted by applicable Law, each party's total, cumulative liability in any way out of or related to this Agreement will be limited to the amounts paid or payable by Customer to Cribl for the applicable Subscription Services or Consulting Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not increase this limit.

**9.2 Excluded Damages.** In no event will either party be liable for any incidental, indirect, consequential, punitive, special, or exemplary damages (including but not limited to lost profits, or loss of business or reputation), even if such party has been advised of such damages in advance or if such damages were foreseeable.

**9.3 Applicability.** The provisions of Section 9.1 (Limited Liability) and Section 9.2 (Excluded Damages) do not apply to: (a) a party's breach of Section 7 (other than with respect to Customer Data); (b) payments made to a third party in connection with a party's obligations under Section 8; (c) infringement or misappropriation by a party of the other party's IPR; or (d) tort actions for a party's gross negligence or willful misconduct (separate and distinct from an action for breach of this Agreement).

## **10. TERM AND TERMINATION.**

**10.1 Term.** This Agreement begins on the Effective Date and, unless earlier terminated in accordance with Section 10.2 below or as expressly set forth in a Services Addendum, continues until all Order Forms expire.

**10.2 Termination.** Each party may terminate this Agreement in its entirety: (a) immediately on notice by the party subject to a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that such party is enforcing their right to reject this Agreement which is an executory contract; or (b) immediately on written notice if the other party materially breaches this Agreement and does not cure such breach within 30 days after written notice thereof. A breach by a party of its obligations with respect to Consulting Services will not alone constitute a breach by that party of its obligations with respect to the Subscription Services even if purchased in the same Order Form.

**10.3 Effect of Termination.** On termination or expiration of an Order Form, Customer will stop accessing and using the applicable Subscription Services and all corresponding rights granted to Customer in this Agreement will terminate. Within 30 days after Customer's termination due to Cribl's uncured breach, Cribl will refund to Customer any prepaid fees received by Cribl covering the remainder of the Subscription Term for the affected Subscription Services. Within 30 days after Cribl's termination for Customer's uncured breach, Customer will pay all remaining amounts, if any, payable under this Agreement for the Subscription Term applicable to any terminated Order Forms, regardless of the due dates in the Order Forms.

**10.4 Survival.** Sections 4 (Payment) (as applicable), 5 (Intellectual Property), 6 (Warranties; Disclaimer), 7 (Confidentiality), 8 (Third Party Claims), 9 (Limitation of Liability), 10 (Term and Termination), and 11 (Miscellaneous), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

## **11. GENERAL.**

**11.1 Governing Law.** This Agreement is governed by the Laws of California, USA, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement will be heard only in a federal or state court in San Francisco County, California. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum.

**11.2 Trade Laws.** The activities governed by this Agreement, including access to and usage of the Subscription Services, are subject to the U.S. Export Administration Regulations, the regulations of the U.S. Office of Foreign Assets Control, and may also be subject to similar trade Laws of other jurisdictions. Customer agrees to fully comply with such trade Laws that apply to its activities governed by this Agreement, including prohibitions against usage by restricted persons, for certain end-uses, and in territories embargoed by such then-current trade Laws (Cuba, Iran, Syria, North Korea, and the Ukrainian regions of Crimea, Luhansk, and Donetsk). Customer confirm that Customer and its Affiliates are not restricted or sanctioned by any such applicable trade Laws, including trade sanctions laws.

**11.3 U.S. Government Rights.** This Section 11.3 applies to the extent that the Subscription Services are used by or in support of the U.S. Government. The Subscription Services and Consulting Services are commercial items, and any software therein is commercial computer software (per Federal Acquisition Regulation (FAR) 12.211 and 12.212 and Department of Defense FAR Supplement (DFARS) 227.7202, as applicable). Government customers will have only those rights in technical data, computer software, and computer software documentation set forth in these commercial terms of use, except that Department of Defense customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

**11.4 Waiver; Amendment.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

**11.5 Assignment.** Neither party may assign its rights or obligations under this Agreement without the other's prior written consent, except in connection with a merger, reorganization, or sale of all, or substantially all, of its assets or equity. Notwithstanding the foregoing, Cribl may assign or this Agreement

in its entirety to any Cribl Affiliate. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties, their respective successors, and permitted assigns.

**11.6 Notices.** Customer will send all notices related to this Agreement in writing to notice@cribl.io. Cribl will send all notices related to this Agreement in writing to the email address Customer used to accept this Agreement, or to such other email address that Customer notifies Cribl of in writing from time to time.

**11.7 Force Majeure.** Except for Customer's payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts or events outside of the other party's reasonable control.

**11.8 Relationship.** The parties are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. There are no third-party beneficiaries to this Agreement.

**11.9 Construction.** URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

**11.10 Order of Precedence.** If any portion of this Agreement is expressly inconsistent with another, documents earlier in the following list will take precedence over later documents, unless the later document expressly recites the parties' intent to supersede specific terms in the earlier document: (1) any Order Form (solely with respect to that order) and any Services Briefs or SOWs referenced therein; (2) the Program Guide; (3) any Services Addendum; (4) the general terms and conditions in this Agreement; and (5) any other incorporated document.

**11.11 Entire Agreement.** Except to the extent Customer has entered into a separate written agreement with Cribl expressly agreeing to supersede this Agreement, this Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements, understandings, communications between the parties with respect to that subject matter.

## **Subscription Services**

### **CLOUD SERVICES ADDENDUM**

This CLOUD SERVICES ADDENDUM ("**Cloud Addendum**") sets forth the terms that govern your purchase and use of Cribl Cloud ("**Cloud Subscription Services**"). This Cloud Addendum is incorporated into and is coterminous with the Agreement and supplements the terms and conditions in the Agreement as they relate to the Cloud Subscription Services. All capitalized terms not defined in this Cloud Addendum have the meaning given to them elsewhere in the Agreement.

**1. CLOUD SUBSCRIPTION SERVICES.** During the Subscription Term, Cribl will: (a) provide to Customer the Cloud Subscription Services in material conformance with the Documentation; and (b) provide Customer with Support and Security in accordance with the Program Guide. Cribl will make the Cloud Subscription Services available as described in the Program Guide.

#### **2. ACCESS AND USE RIGHTS; RESTRICTIONS.**

**2.1 Access and Use Rights.** Subject to the terms and conditions of the Agreement, Cribl authorizes Customer to access and use the Cloud Subscription Services during the Subscription Term and to the extent specified (including regarding limits on credits or other metrics) in the applicable Order Form, solely for Customer's internal business operations and in accordance with the Documentation. Customer may not process any data or allow the processing of any data using the Cloud Subscription Services for the benefit of any party other than Customer.

**2.2 Authorized Users.** The access and use right in section 2.1 extends to Customer's Authorized Users. Customer is wholly responsible for all activities that occur on its instance of the Cloud Subscription Services, including for Authorized Users' compliance with the Agreement and all acts and omissions of



such Authorized Users. Customer will contact Cribl immediately if it believes an unauthorized third party may be using its instance.

**2.2 Restrictions.** With respect to the Cloud Subscription Services, Customer will not (and will not permit others to): (a) use it in excess of any contractual use limits (including as stated in an Order Form), or in a manner that circumvents use limits or technological access control measures; (b) sell, re-sell, rent, lease, transfer, distribute, timeshare, or otherwise make it available for access by third parties, except as may be otherwise expressly stated herein or in an Order Form; (c) access it for purposes of developing or operating competing products or services; (d) use any third-party intellectual property or technology in connection with the Cloud Subscription Services in contravention or absence of any necessary permissions, consents, or use rights; or (e) use or allow it to be used in violation of Law.

**2.3 Use Verification.** Cribl may remotely review the scope of Customer's use of the Cloud Subscription Services, and on Cribl's written request, Customer will provide reasonable assistance to verify its compliance with the Agreement or an applicable Order Form with respect to access to and use of the Cloud Subscription Services. If Cribl determines that Customer has exceeded its permitted access and use rights to the Cloud Subscription Services, Cribl will notify Customer and Customer will, within 30 days, either: (a) disable any unpermitted use; or (b) purchase additional use rights commensurate with its actual use pursuant to a mutually executed Order Form. If Customer remains non-compliant after such 30 days, Cribl may suspend Customer's use of the Cloud Subscription Services or terminate the Agreement for material breach, in addition to any other available rights and remedies at law, equity, or otherwise.

**3. SUSPENSION.** Cribl may, in its sole discretion, immediately suspend Customer's right to access or use any portion of the Cloud Subscription Services or terminate the Agreement if Cribl determines, acting reasonably and in good faith, that: (a) Customer's continued use of the Cloud Subscription Services poses an imminent and material security risk to Cribl's systems, the Cloud Subscription Services, or any third party data therein; (b) Customer's continued use of the Cloud Subscription Services, to the extent in an unauthorized manner, will subject us, our Affiliates, any of our customers or third party contractors used to provide Cloud Subscription Services, to imminent and material liability; or (c) Customer's continued use of the Cloud Subscription Services violates the Law. If Cribl suspends Customer's right to access or use any portion or all of the Cloud Subscription Services, Customer remains responsible for all fees and charges incurred through the date of suspension and will not be entitled to any credit or refund.

## SOFTWARE SERVICES ADDENDUM

This SOFTWARE SERVICES ADDENDUM (“**Software Addendum**”) sets forth the terms for your purchase and use of the Software (“**Software Subscription Services**”). This Software Addendum is incorporated into and is coterminous with the Agreement, and it supplements the terms and conditions in the Agreement as they relate to the Software Subscription Services. All capitalized terms not defined in this Software Addendum have the meaning given to them elsewhere in the Agreement.

### 1. SOFTWARE SUBSCRIPTION SERVICES.

During the Subscription Term, Cribl will: (a) provide to Customer the Software Subscription Services in material conformance with the Documentation; and (b) provide Customer with Support in accordance with the Program Guide.

### 2. LICENSE; RESTRICTIONS.

**2.1 License.** Subject to the terms and conditions of the Agreement, Cribl grants to Customer a non-exclusive, worldwide, non-sublicensable right to access and use the Software Subscription Services during the Subscription Term and to the extent specified in the applicable Order Form, solely for Customer’s internal business operations and in accordance with the Documentation. Customer may not process any data or allow the processing of any data using the Software Subscription Services for the benefit of any party other than Customer.

**2.2 Authorized Users.** The access and use right in Section 2.1 extends to Customer’s Authorized Users. Customer is wholly responsible for all activities that occur on its instance of the Software Subscription Services, including for Authorized Users’ compliance with the Agreement and all acts and omissions of such Authorized Users. Customer will contact Cribl immediately if it believes an unauthorized third party may be using its instance.

**2.3 Restrictions.** With respect to the Software Subscription Services, Customer will not (and will not permit others to): (a) modify, alter, tamper with, repair, or otherwise create derivative works of it; (b) reverse engineer, disassemble, or decompile it or apply any other process or procedure to derive the source code of any software included in it; (c) use it in excess of contractual use limits (including as stated in an Order Form), or in a manner that circumvents use limits or technological access control measures; (d) sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make it available for access by third parties, except as may be otherwise expressly stated herein or in an Order Form; (e) access it for purposes of developing or operating competing products or services; (f) use any Customer or third-party intellectual property or technology in connection with the Software Subscription Services in contravention or absence of any necessary permissions, consents or use rights; or (g) use or allow it to be used in violation of Law.

**2.4 Use Verification.** On Cribl’s written request, Customer will provide reasonable assistance to verify its compliance with the Agreement or an applicable Order Form with respect to access to and use of the Software Subscription Services. If Cribl requests such verification, Customer agrees to provide Cribl reasonable access to the Software Subscription Services installed at its facility (or as hosted by a third-party provider), or reasonable documentation to confirm Customer has not exceeded its permitted access and use rights to the Software Subscription Services. Any verifications by Cribl will be performed with as little interference as possible to Customer’s use of the Software Subscription Service and your business operations. Cribl will comply with Customer’s reasonable security procedures. If Cribl determines that Customer has exceeded its permitted access and use rights to the Software Subscription Services, Cribl will notify Customer and Customer will, within 30 days, either: (a) disable any unpermitted use; or (b) purchase additional use rights commensurate with its actual use pursuant to a mutually executed Order Form. If Customer remains non-compliant after such 30 days, Cribl may suspend Customer’s use of the

Software Subscription Services or terminate the Agreement for material breach, in addition to any other available rights and remedies at law, equity, or otherwise.

**3. SUSPENSION.** Cribl may, in its sole discretion, immediately suspend Customer's right to access or use any portion of the Software Subscription Services or terminate the Agreement if Cribl determines, acting reasonably and in good faith, that: (a) Customer's continued use of the Software Subscription Services, to the extent in an unauthorized manner, will subject us, our Affiliates, any of our customers or third party contractors used to provide Software Subscription Services to imminent and material liability; or (b) your continued use of the Software Subscription Services violates the Law. If Cribl suspends Customer's right to access or use any portion or all of the Software Subscription Services, Customer remain responsible for all fees and charges incurred through the date of suspension and will not be entitled to any credit or refund.

**4. TERMINATION.** A party may terminate this Software Addendum and the applicable Order Form at any time for any reason by providing 30 days' written notice to the other party. Within thirty days from the date of termination, Customer must pay any unpaid balance owed to Cribl related to its use of the Software Subscription Services less the balance attributable to the unused remainder of the applicable Subscription Term, and Cribl must refund prior payments attributable to the unused remainder of the applicable Subscription Term.