

## 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 and all disputes shall be resolved in state or federal courts in California. 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, LogStream, and Packs.

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.

Packs are software or configuration files that provide features and settings for LogStream. Packs may be governed by separate licenses. Packs may be offered by Cribl, Cribl's partners, and others.

### 3. Your use of LogStream and Packs.

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 for LogStream Standard and LogStream Enterprise as described in your ordering instrument based on your license and usage terms.

You can use LogStream Cloud by accepting this agreement. You will be charged fees for LogStream Cloud based on your usage and the fee schedule located at <https://cribl.io/cribl-logstream-pricing/>, which is incorporated by reference into this agreement. Cribl may change its fee schedule after providing notice on its website. You will be charged the fees that are in effect on the day of your use.

You can use a Pack by accepting the license terms for that Pack and, if applicable, purchasing the appropriate license and usage terms from the licensing party for that Pack. Packs offered by Cribl are subject to this agreement and any other terms provided by the given Pack. You will be charged fees for any Packs that have fees as described in the license terms for those Packs.

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 anti-bribery, anti-corruption, and sanctions and prohibit-country requirements. You must comply with all applicable import and export controls and obtain all 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.

Cribl may suspend your use of LogStream Cloud or Packs if Cribl reasonably believes you are violating this agreement, disrupting Cribl's systems or other users, or otherwise using LogStream Cloud or Packs inappropriately. Cribl may implement changes to LogStream Cloud or Packs as necessary and without prior notice or consent.

All payments under this agreement shall be made without any deduction for any taxes, levies, imposts, duties, fines, interest, penalties, or other charges imposed by any government or other regulatory authority ("taxes") except as to taxes based on the net income or property of you or Cribl, and then only as required by law. Payments due shall be increased so that amounts received by Cribl after the inclusion of taxes will be equal to the amounts required under this agreement if no taxes were due. You shall indemnify Cribl for the full amount of applicable taxes.

#### **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.

Cribl receives and uses data as provided by Cribl's Privacy Policy, which is available at <https://cribl.io/privacy-policy/> and which is incorporated by reference into this agreement. Your data does not include Cribl's operational data as described in Cribl's Privacy Policy. You cannot

send personal data to Cribl unless you are allowed to do so by applicable law and only then to the extent allowed by applicable law and Cribl's 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 or as required by law.

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, except as required by law or other recordkeeping requirement.

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

You and Cribl are entitled to seek 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, Packs, or other 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 AND PACKS "AS IS" AND "AS AVAILABLE." 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 OR PACKS, 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 AND PACKS 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 AND PACKS 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 or unused paid usage, as applicable. Cribl will refund prior payments attributable to the unused remainder of the contract term or unused paid usage. 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.

## **8. Government Contracts.**

Cribl is an equal opportunity employer. In contracts with the United States government and in other applicable circumstances, Cribl and its subcontractors shall abide by the requirements of (1) 41 CFR 60-1.4(a), which is a regulation that prohibits discrimination of race, color, religion, sexual orientation, gender identity, or national origin, and requires employers to employ persons, and treat such persons during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin; (2) 41 CFR 60-300.5(a), which is a regulation that prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans; and (3) 41 CFR 60-741.5(a), which is a regulation that

prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.