

# ONE-TIME RESELLER AGREEMENT

Last Updated: June 20, 2024

**THIS ONE-TIME RESELLER AGREEMENT (TOGETHER WITH ITS INCORPORATED TERMS, THE "AGREEMENT") FORMS A BINDING CONTRACT BETWEEN THE ENTITY IDENTIFIED ON AN ORDERING DOCUMENT FOR CRIBL'S SUBSCRIPTION SERVICES OR CONSULTING SERVICES ("RESELLER") AND CRIBL, INC. ("CRIBL"). RESELLER ACCEPTS THIS AGREEMENT BY ACCEPTING AN ORDERING DOCUMENT FOR CRIBL'S SUBSCRIPTION SERVICES OR CONSULTING SERVICES FROM CRIBL.**

1. **Right to Resell.** Subject to Reseller's compliance with this Agreement, Cribl grants Reseller a one-time, non-exclusive, non-transferable, and non-sublicensable right to resell Cribl's Subscription Services and Consulting Services that Cribl makes available to resell on its behalf (the "**Services**"). To resell the Services, Reseller must place an order with Cribl. In Reseller's contract with its customer, Reseller must require its customer to use the Services only in accordance with Cribl's Subscription Services Agreement available at <http://www.cribl.io/license>. This one-time right to resell does not apply to any other customer or sale, including any sale to any related, organization or affiliate, or to any subsequent, additional, or renewal sales to the same customer. Reseller may only resell the Services it buys directly from Cribl and may not resell Services indirectly through a third party to a customer.

2. **Cribl Intellectual Property.** Cribl and its licensors exclusively own all right, title, and interest, including all intellectual property rights, in the Subscription Services, its then-current product documentation published by Cribl at <https://docs.cribl.io/> for the Subscription Services (as may be updated from time to time), 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 ("**Cribl's Core Technology**"). Except for the rights expressly granted in this Agreement, Cribl, on behalf of itself and its licensors, reserves all rights in the Cribl Core Technology. Reseller cannot use Cribl's Core Technology to develop products or services that are competitive to the Services or for any other purpose not expressly allowed by this Agreement. Reseller cannot modify the Services, create derivative works from the Services, or reverse engineer any part of the Services unless permitted by applicable law. Reseller cannot use Cribl's trademarks, service marks, trade names, or logos, or any logo, graphic, sound,

or image of or from Cribl or any of the Services without prior express written permission from Cribl.

**3. Data and Confidentiality.** Reseller and Cribl own their respective data and confidential information. Cribl owns all data, work product, and other confidential information related to Cribl or Cribl's customers that Reseller receives or generates related to its performance under this Agreement. Reseller 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, information related to future products of the other party before the other party releases the information, audit information such as SOC2 and penetration-testing reports, trade secrets, and otherwise proprietary information. Reseller and Cribl can only use or disclose each other's confidential information for purposes related to this Agreement and as required by law. Reseller 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, Reseller 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 to the extent necessary to comply with applicable law or other recordkeeping requirement.

**4. Payment and Taxes.** Reseller must provide Cribl with payment on the accepted order for Services within forty-five (45) calendar days from the date Cribl provides Reseller with an invoice for an accepted order. Reseller must bill its customer directly for all fees and other costs related to the order. Cribl will not issue a refund for the accepted order except as Cribl agrees to do so in writing. Any payment under this Agreement shall be made without any deduction for 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. Reseller is responsible for paying all Taxes associated with its purchase under this Agreement. Cribl will not be liable for any Taxes on the transaction between Reseller and its customer. If Cribl has the legal obligation to pay or collect Taxes for which Reseller is responsible under this Agreement, Cribl will invoice Reseller and Reseller will pay such amount unless Reseller provides Cribl with a valid tax exemption certificate

authorized by the appropriate taxing authority. Taxes will not be deducted from the payment to Cribl, except as required by applicable law, in which case Reseller 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, Reseller will provide to Cribl its proof of withholding tax remittance to the respective tax authority. Where applicable, Reseller will provide on an ordering document its value added tax/GST registration number for the business location(s) where it is legally registered and where the ordered Services are used for business use. Cribl shall be entitled to rely upon the "Ship To" address indicated on an ordering document for purposes of determining Reseller's business location(s) where the ordered Services are used for business use.

**5. Limitations of Liability and No Warranties.** THE MAXIMUM CUMULATIVE LIABILITY UNDER ANY THEORY OF LIABILITY RELATED TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT RESELLER PAID CRIBL IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY UNLESS THE LIABILITY RELATES TO RESELLER'S VIOLATION OF CRIBL'S INTELLECTUAL PROPERTY RIGHTS, REPRESENTATIONS OR WARRANTIES NOT APPROVED BY CRIBL IN WRITING THAT RESELLER MADE TO ANY THIRD PARTY, OR RESELLER'S VIOLATION OF THE CONFIDENTIALITY REQUIREMENTS IN SECTION 3. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. CRIBL MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REQUIREMENT, TITLE, QUALITY, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, NEITHER CRIBL NOR RESELLER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, OR FOR DAMAGES RELATING TO: (A) LOSS OR INACCURACY OF, OR DAMAGE TO, DATA; (B) LOST REVENUE OR PROFITS; (C) LOSS OF BUSINESS; (D) DAMAGE TO GOODWILL; (E) WORK STOPPAGE; (F) IMPAIRMENT OF OTHER ASSETS; OR (G) INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED AND WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH THEY ARE SOUGHT, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, FORESEEABLE OR NOT, AND WITHOUT REGARD TO WHETHER A PARTY HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE.

6. **Proper Conduct.** Reseller acknowledges that it has read, understands, and will abide by Cribl's Partner Code of Conduct found at <https://cribl.io/legal/>, including with regard to legal compliance, anti-bribery, export compliance, and any insurance minimums therein, which is hereby incorporated into this Agreement by this reference. Cribl may, from time to time, amend the Partner Code of Conduct on a going forward and non-discriminatory basis, in Cribl's sole discretion.

7. **Termination.** This Agreement terminates upon consummation of the one-time sale of Services by Reseller to its customer as referenced in the ordering document. All obligations and rights regarding Cribl's Core Technology, data and confidentiality, and limited liability and warranties survive the end of this Agreement.

8. **Governing Law.** 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.

9. **Notices.** Reseller must send all notices related to this Agreement in writing to [legal@cribl.io](mailto:legal@cribl.io). Cribl must send all notices related to this Agreement in writing to the email address provided by Reseller in an applicable ordering document. Reseller and Cribl agree that notices sent pursuant to this Agreement are legally sufficient for all purposes.

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*Version 1.0*