# Technology Alliance Partner Program Agreement

**Last Updated: April 20, 2024**

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**Welcome to the Cribl Technology Alliance Partner Program!**

As a partner-first organization, we at Cribl believe that partners are an inherent part of delivering control and flexibility for our customers to make choices, not compromises. When we partner together, we're honoring our commitment to be the Data Engine for IT and Security.

The Cribl Technology Alliance Partner Program is an expansion of the Cribl Global Partner Program, designed to accommodate partners of varying levels of commitment and engagement. By jointly capitalizing on the vendor-agnostic design of the Cribl product portfolio, we can collectively create innovative solutions through technical integrations at scale, drive business growth, and deliver exceptional value to our mutual customers. Through this program, partners gain access to a wide range of benefits and resources to support joint initiatives, co-development efforts, and go-to-market activities.

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THIS CRIBL TECHNOLOGY ALLIANCE PARTNER PROGRAM AGREEMENT (TOGETHER WITH ITS INCORPORATED TERMS, "AGREEMENT") FORMS A BINDING CONTRACT BETWEEN THE ENTITY IDENTIFIED IN THE CRIBL TECHNOLOGY ALLIANCE PARTNER PROGRAM APPLICATION OR, IF PRESENT, IN THE ELECTRONIC SIGNATURE INFORMATION AT THE END OF THIS DOCUMENT ("PARTNER") AND CRIBL, INC. ("CRIBL"). IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, THEN DO NOT APPLY FOR ENROLLMENT, REGISTER WITH, ACCESS MATERIALS OF, OR OTHERWISE PARTICIPATE IN THE CRIBL TECHNOLOGY ALLIANCE PROGRAM.

PARTNER ACCEPTS THIS AGREEMENT BY: (1) APPLYING FOR ENROLLMENT IN THE CRIBL TECHNOLOGY ALLIANCE PARTNER PROGRAM; (2) INDICATING ACCEPTANCE OF THESE TERMS; OR (3) ACCESSING ANY PROGRAM BENEFIT (INCLUDING EXERCISING OR PURPORTING TO EXERCISE ANY OF THE RIGHTS GRANTED TO PARTNER UNDER THIS AGREEMENT). THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF Partner REPRESENTS THAT THEY: (A) HAVE THE AUTHORITY TO REPRESENT PARTNER AND, IF APPLICABLE, COMMIT FUNDS ON

**ITS BEHALF; AND (B) HAVE READ AND UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT. CRIBL ACCEPTS THIS AGREEMENT BY ISSUING AN APPOINTMENT CONFIRMATION.**

Partner and Cribl each shall be referred to as a "**party**" and collectively as the "**parties**."

1. **Definitions.**

    1. "**Affiliate**" means, with respect to a party, any legal entity (such as a corporation, partnership, or other legal entity) that controls, is controlled by, or under common control with such party. For purposes of this definition, "control" means the legal power to direct or cause direction of the general management of the corporation, partnership, or other legal entity. Affiliates of Partner are "**Partner Affiliates**" and Affiliates of Cribl are "**Cribl Affiliates**."

    2. "**Appointment Confirmation**" means an electronic communication issued by Cribl confirming Partner's appointment to the Program and applicable Program level.

    3. "**Collateral**" means Cribl sales, marketing and advertising materials made available to or provided to Partner under this Agreement, in printed or electronic format, as may be further described in the Guide.

    4. "**Confidential Information**" means: **(a)** the user interface and Sandbox Instance (which is Cribl's Confidential Information); **(b)** any information of a party or its Affiliates that is disclosed in writing or orally and designated confidential at time of disclosure (and, for oral disclosures, summarized in writing within 30 days of initial disclosure and delivered in written summary form to receiving party), or that, due to the nature of the information or circumstances of disclosure, receiving party should reasonably understand to be confidential information; **(c)** information of a confidential or proprietary nature obtained from Cribl related to any customer or prospect of Cribl, regardless of whether it is marked as such, including information supplied by a customer or prospect of Cribl during its use of, or receipt of, Cribl products or services; and **(d)** the terms of this Agreement and any amendment or attachment to any of these (which will be deemed Confidential Information of both parties).

    5. "**Effective Date**" means, with respect to this Agreement, the date that the Appointment Confirmation is sent to Partner.

    6. "**Guide**" means the most current Cribl Technology Alliance Program Guide together with its attached and referenced documents, as updated from time to time and provided by Cribl.

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

8. "**Law**" means all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, and requirements of any government authority (federal, state, local, or international) having jurisdiction.

9. "**Partner Code of Conduct**" means the most current policy documentation addressing business practices and conduct requirements applicable to Partner's activities under this Agreement, as updated from time to time and provided by Cribl.

10. "**Partner Portal**" means standard web portal(s) for communication with Program participants, as well as deal registration, marketing resources, and other enablement information, for which login credentials are provided by Cribl to Partner under this Agreement, including any related or successor sites.

11. "**Pre-Release Product**" means a Sandbox Instance provided by Cribl to Partner under this Agreement that has not yet been made generally available by Cribl.

12. "**Program**" means the Cribl Technology Alliance Program described herein and in the Guide.

13. "**Sandbox Instance**" means access to a Cribl non-production cluster during participation in the Program as described in Section 4.1 (*Sandbox Instance*) below.

14. "**Trademarks**" means a party's logos, service marks, trademarks and certification marks. "**Cribl Trademarks**" means Trademarks owned by Cribl that Cribl expressly authorizes Partner to use in connection with this Agreement. "**Partner Trademarks**" means Trademarks owned by Partner that Partner expressly authorizes Cribl to use in connection with this Agreement.

2. **Program Overview.**

1. **Appointment**. Partner will accept the terms of this Agreement upon submitting its application for participation in the Program; however, Partner will be deemed enrolled in the Program subject to the terms of this Agreement, and this Agreement will be binding on the parties, only upon Partner's receipt of an Appointment Confirmation accepting Partner into the Program. Cribl may decline to admit Partner into the Program for any reason

or no reason, including missing or inaccurate application information or lack of apparent authority of the individual purporting to accept this Agreement on behalf of Partner. Appointment to the Program is nonexclusive.

2. **Benefits**. Upon appointment to the Program, Partner may request access to a Sandbox Instance and use Cribl Trademarks and Collateral subject to and in accordance with the licenses and use authorizations granted under Section 4 (*Access to Cribl Resources*) below and the other terms of this Agreement.

3. **Program Changes**. Cribl may, from time to time in its sole discretion upon 90 days' notice to Partner, amend the Guide on a going-forward and non-discriminatory basis. If Partner does not agree to such amendments, Partner's sole recourse will be to terminate this Agreement in accordance with Section 3 (*Term and Termination*).

3. **Term and Termination.**

   1. **Term**. The term of this Agreement commences on the Effective Date and thereafter automatically renew for successive one (1) year renewal periods unless otherwise terminated as provided herein.

   2. **Termination for Convenience**. Either party may terminate this Agreement for convenience upon 30 days' prior notice. In addition, if Partner objects to an amendment to the Guide or the Partner Code of Conduct, then Partner may, within 30 days after provision of such amendment, terminate this Agreement immediately upon notice to Cribl.

   3. **Termination for Cause**. Either party may immediately terminate this Agreement upon notice to the other party if the other party materially breaches its obligations under this Agreement and fails to cure such breach within 30 days following receipt of notice from the non-breaching party. Either party may terminate this Agreement immediately in the event the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency or any assignment for the benefit of creditors. Either party may immediately terminate this Agreement upon notice if the other party breaches the provisions of Section 8 (*Proper Conduct*).

   4. **No Reliance**. The parties agree that no expectation of future income or reliance is created by this Agreement and that the rights of termination or expiration hereunder are absolute. Partner waives any right it may have to receive any compensation or reparations on termination of this Agreement, by operation of Law, or otherwise, other than as expressly provided in this Agreement.

5. **Effect of Termination of Agreement**. Upon expiration or termination of this Agreement: **(a)** all rights granted to the parties hereunder will immediately terminate except as provided below; **(b)** each party will cease use of the other party's Trademarks and Collateral; and **(c)** all Confidential Information provided under the Agreement will be returned or destroyed in accordance with Section 5.1 (*Confidentiality*). Notwithstanding the foregoing, no liability of either party arising before expiration or termination of this Agreement, including liability for payments due, will be affected. Sections 1 (*Definitions*), 3 (*Term and Termination*), 4.4 (*Trademarks*) (but excluding Sections 4.4.2 and 4.4.3), 5 (*Proprietary Rights*), 6 *(Third-Party Claims)* (but only for a period of two years), 7 (*Limitations of Liability*), and 9 (*General*); will survive expiration or termination of this Agreement for any reason.

4. **Access to Cribl Resources.**

   1. **Sandbox Instance**. Upon Partner's acceptance into the Program, Cribl authorizes Partner to access and use a Sandbox Instance. Each Sandbox Instance will be an "Evaluation Subscription" as that term is defined in the SSA (defined below). Subject to the terms of this Agreement and the SSA, Partner's use of any Sandbox Instance will be: **(a)** during the term of this Agreement; and **(b)** solely for non-production internal business purposes of demonstration to third-party customer prospects and customers provided that no administrative rights or credentials are provided for access by a third party, configuration and integration testing, and for internal training or the training of prospective customers or current customers of Cribl. Partner's access rights and limitations on access and liabilities regarding the Sandbox Instance will otherwise be as described in the Cribl Cloud Subscription Service Agreement available at https://cribl.io/legal/ at the time of Partner's access ("**SSA**"), in which "Partner" will mean Customer as defined in the SSA. Exclusively applicable to Partner's use of the Sandbox Instance as described in this Section 4.1, the SSA is expressly incorporated into this Agreement by this reference, and in the event of any conflict between the terms of the SSA and this Agreement, the terms of this Agreement will govern to the extent of such conflict as it pertains to Partner's use of the Sandbox Instance. Except as modified in this Section 4.1 which will supersede the terms of the SSA, the SSA will exclusively govern all rights and obligations of Partner and Cribl regarding access to the Sandbox Instance, including regarding any third-party access provided by Partner. Notwithstanding any limitation on Cribl's obligations with respect to third-party claims in the SSA, the protections against third-party claims as described in Section 8.1 (*Cribl's Obligations*) of this Agreement apply to Partner's use of the Sandbox Instance.  Termination of this Agreement will

concurrently terminate the SSA, and the "effects of termination" described in the SSA will apply accordingly.

2. **Pre-Release Product**. At Partner's voluntary request, and subject to availability, Cribl's approval, and the terms of this Agreement, Cribl may provide Partner with limited access to Pre-Release Product. Pre-Release Product is a Sandbox Instance and to which all the terms of Section 4.1 (*Sandbox Instance*) above will apply, except that it must be maintained by Partner as strictly confidential and may not be demonstrated to any third party. If Cribl provides Partner with access to Pre-Release Product, then Cribl grants to Partner: **(a)** a limited, non-exclusive right to access and use the Pre-Release Product provided by Cribl as software-as-a-service, solely to internally evaluate the Pre-Release Product in a non-production environment and with non-confidential, non-production data; and **(b)** a right to access and use Pre-Release Product made available to Partner for internal evaluation and the provision of suggestions and feedback. Partner acknowledges and agrees that the Pre-Release Product, including its features and functionality: **(i)** is not an official product and has not been commercially released; **(ii)** may not be in final form or be fully functional; **(iii)** may contain errors, design flaws or other problems; **(iv)** may generate or produce inaccurate information or unexpected or incorrect results; **(v)** may cause loss of data or communications; **(vi)** may never be released as a commercial version; **(vii)** may include or be provided with software that is licensed under open source or third-party license agreements; and **(viii)** may be discontinued by Cribl in whole or in part, at any time and without any obligation or liability to Partner. The right to access Pre-Release Product will expire and it will be inaccessible to Partner at a date specified by Cribl to Partner, or if no date is specified, then the earlier of 30 days following the date of general release of Pre-Release Product, or 60 days from the date the Pre-Release Product was provided to Partner. This Section 4.2 will apply to Pre-Release Product notwithstanding any contrary provision in this Agreement. Cribl may terminate any rights to Pre-Release Product at any time upon written notice to Partner, in Cribl's sole discretion. In addition to the provisions of Section 5.1 (*Confidentiality*), Partner shall not: **(1)** demonstrate any Pre-Release Product, its contents or its related documentation to third parties notwithstanding any provision herein to the contrary; **(2)** download any portion of a Pre-Release Product that is made available to Partner as software-as-a-service; **(3)** take screen captures or otherwise record any of a Pre-Release Product's user interfaces, duplicate interfaces, features or functionality; or **(4)** issue any press release or public

announcement referencing or disclosing any information pertaining to a Pre-Release Product.

3. **Marketing Collateral**. Subject to the terms of this Agreement, upon Partner's acceptance into the Program, Cribl grants to Partner a limited, royalty-free, revocable, non-transferable, non-sublicensable, non-exclusive, worldwide license during the term of this Agreement to reproduce, publicly display, publicly perform, distribute and transmit (all without modification) Collateral designated for use with the Program, solely for the purposes of marketing and advertising Cribl products and services and Partner's appointment to the Program, and as otherwise permitted by the Guide.

4. **Trademarks.**

   1. **Trademark Ownership**. Cribl acknowledges that Partner owns all Partner Trademarks and any goodwill derived from the use of Partner Trademarks by Cribl under this Agreement inures solely to the benefit of Partner. Partner acknowledges that Cribl owns all Cribl Trademarks and any goodwill derived from the use of the Cribl Trademarks by Partner under this Agreement inures solely to the benefit of Cribl.

   2. **Trademark License to Partner**. Cribl may from time to time publish trademark usage guidelines ("**Trademark Guidelines**") for Program participants. The Trademark Guidelines and the Guide may designate certain Cribl Trademarks for use by Partners along with guidelines for using those marks. Subject to Partner's compliance with this Agreement, including the restrictions set forth in this Section 4.4, Cribl grants to Partner a limited, personal, revocable, non-sublicensable, non-transferable (except as provided in Section 9.2 (*Assignment*)), non-exclusive license to use Cribl Trademarks solely to promote its participation in the Program. Partner's use of Cribl Trademarks must conform to the Trademark Guidelines and any other applicable requirements set forth in this Agreement or the applicable Guide. Cribl may terminate the foregoing license for any reason upon written notice provided to Partner.

   3. **Trademark License to Cribl**. Partner grants to Cribl a limited, personal, revocable, non-sublicensable, non-transferable (except as provided in Section 9.2 (*Assignment*)), non-exclusive, royalty-free, worldwide license to use Partner Trademarks subject to Partner's trademark and logo usage guidelines, if any, provided by Partner to Cribl, for purposes of marketing and advertising Cribl products and services and to promote and advertise Partner's participation in a Program to which Partner is appointed. Partner

may terminate the foregoing license for any reason upon reasonable written notice provided to Cribl.

4. **Cooperation**. Each party licensed hereunder to use the other party's Trademarks must: **(a)** cooperate with the licensor in facilitating monitoring and control of the licensee's use of the licensed Trademark, including with respect to the nature and quality of the materials in which the Trademark is used; **(b)** upon request, provide the licensor with specimens of the licensed use of the Trademark; and **(c)** comply with any instructions by the licensor in relation to such use, including, if so requested, submitting any proposed use of the Trademark to the licensor for review and approval prior to public use or dissemination of materials using the Trademark. Each party hereby assigns to the other all right, title and interest in the other party's Trademarks that may accrue to such party by operation of law, together with all goodwill attaching thereto that may inure to such party in connection with this Agreement or from its use of the other party's Trademarks.

5. **Trademark Use Restrictions**. Except as otherwise set forth in this Agreement, each party is expressly prohibited from any use of the other party's Trademarks. Neither party will use the other party's Trademarks in any way that is likely to cause confusion, disparage the other party or its products or services, injure its reputation as a company providing high quality products and services or otherwise diminish or damage its goodwill in its Trademarks. Partner may not use the Cribl Trademarks in any manner that would indicate, or could be interpreted as, endorsement or sponsorship by Cribl of any product or service offered by Partner or any third party. Neither party shall incorporate or combine the other party's licensed Trademarks into its own trademarks, service marks or certification marks, or mutilate or otherwise modify the other party's licensed Trademarks.

6. **No Contest**. Partner shall at no time contest or aid in contesting the validity or ownership of the Cribl Trademarks or any other marks owned by Cribl or take any action in derogation of Cribl's rights therein. Partner shall not adopt or register in any jurisdiction, whether as a corporate name, domain name, trademark, service mark or indication of origin, any of the Cribl Trademarks or other marks owned by Cribl, or any word or mark confusingly similar thereto.

5. **Publicity**. Partner expressly agrees that Cribl may reference Partner as a member of the Program and feature Partner on its website and related

Program promotional materials. Subject to the foregoing, neither party will issue any press releases or announcements, or any marketing, advertising, or other promotional materials, related to this Agreement or referencing the other party without the other party's prior written approval.

5. **Proprietary Rights.**

   1. **Confidentiality**. For the term of this Agreement, and surviving expiration or termination of this Agreement for up to three (3) years after disclosure of the Confidential Information, the party receiving Confidential Information (the "**receiving party**") from the other party (the "**disclosing party**") will use it solely to exercise the rights and perform the obligations provided under this Agreement, and not for any other purpose without the disclosing party's prior written consent. Subject to Section 5.2 (*Exceptions*), the receiving party will hold in confidence, and not disclose to any third party, any of the disclosing party's Confidential Information. The receiving party will use at least the same degree of care in handling the disclosing party's Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care except with regard to source code (if any is received) and Pre-Release Product, which must be kept in strict confidence. The receiving party will notify disclosing party immediately on becoming aware of any unauthorized use or release of the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential Information to those of its Affiliates, directors, advisors, employees, or contractors (collectively, "**Representatives**") who have a need to know such Confidential Information to perform under or in relation to this Agreement, but only if such Representatives are subject to a binding, written agreement no less protective of disclosing party than the confidentiality terms of this Agreement. The receiving party will, at the disclosing party's request or on termination of this Agreement, return all originals, copies, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at the disclosing party's option, certify destruction of same (although nothing in this sentence may be construed to require Cribl to purge archived backup media). Nothing under this Agreement or trade secret Law may be construed to restrict or limit Cribl's right to perform (or assign any personnel to perform) services for any other party or to use any information incidentally retained in the unaided memories of its personnel providing services.

   2. **Exceptions**. The receiving party's obligations under Section 5.1 will not apply, and the receiving party will have no further obligations, with respect to any of

the disclosing party's Confidential Information that is: **(a)** generally known to the public at time of disclosure or becomes generally known through no wrongful act of receiving party; **(b)** rightfully in the receiving party's possession, or otherwise rightfully known by the receiving party, at time of disclosure by the disclosing party and not subject to a confidentiality obligation; **(c)** required to be disclosed by the receiving party to comply with the Law, but only if the receiving party promptly notifies disclosing party to enable the disclosing party to seek a protective order or other appropriate remedy, and takes commercially reasonable and lawful actions to avoid or minimize the extent of, and to obtain confidential treatment for, any such disclosure; or **(d)** independently developed by the receiving party without use of, reference to, or reliance on the disclosing party's Confidential Information.

3. **Ownership**. As between the parties, Cribl, Cribl Affiliates, and its and their suppliers and licensors own all right, title, and interest in and to all IPR in (and in all copies of) the Collateral and any Sandbox Instance, including any related application programming interfaces and their related documentation, software development kits, scripts, code, tables, data, and other configurable or additive elements of a Sandbox Instance made available to Partner in any form, as well as any updates or upgrades and any modifications, enhancements, or improvements, of any of the foregoing, regardless of the form or media in or on which the original or other copies may subsequently exist. Except for the limited licenses expressly granted in this Agreement, Cribl reserves all, and does not grant any other, rights (express, implied, by estoppel, through exhaustion, or otherwise).

4. **Feedback**. Cribl encourages its partners to provide suggestions, proposals, ideas, recommendations, or other input regarding the Cribl products (collectively, "**Feedback**"). To the extent that Partner provides such voluntary Feedback to Cribl, Cribl may use it for any purpose without obligation of any kind.

6. **Third-Party Claims.**

   1. **Cribl Obligation**. As used in this Section 6, "Partner" and "Cribl," when used in the context of a party entitled to defense, shall include that party's shareholders, directors, officers, employees and subcontractors. "**Claim**" means any suit, claim, action or demand made by an unaffiliated third party. Subject to the limitations in this Section 6, Cribl shall: **(a)** defend Partner against any Claim (including by paying litigation costs and reasonable attorneys' fees) solely to the extent alleging: **(i)** that Partner's use of a Sandbox Instance pursuant to and in accordance with the license grants of Section 4.1

(*Sandbox Instance*) directly infringes any valid patent, copyright or trademark of a third party; or **(ii)** breach by Cribl of its obligations under Section 8 (*Proper Conduct*); and **(b)** pay any settlement or any adverse final judgment to the extent arising from the Claim.

2. **Partner Obligation**. Subject to the limitations in this Section 6, Partner shall: **(a)** defend Cribl against any Claim solely to the extent alleging: **(i)** Partner's integration or configuration created for the Sandbox Instance, Partner's own integrated service, or Partner's software, implementation or other consulting or professional services, directly infringes any valid patent, copyright or trademark of a third party; (ii) breach by a Partner of representations, warranties, obligations, liabilities, or other terms created between Partner and a customer of Partner related to an integration with, or configuration of, any Cribl product or service; or **(iii)** breach by Partner of its obligations under Section 8 (*Proper Conduct*); and **(b)** pay any settlement or any adverse final judgment to the extent arising from the Claim.

3. **Process**. The parties' indemnification obligations are expressly conditioned on the indemnified party: **(a)** providing prompt notification of any actual or threatened claim or demand; **(b)** giving the indemnifying party sole control of the defense and any related settlement negotiations; and **(c)** providing all necessary cooperation with the defense at the indemnifying party's reasonable request and expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 6 will not relieve the indemnifying party of its obligations therein; however the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section 6. The indemnifying party will not stipulate, acknowledge, or admit fault or liability on the indemnified party's behalf, or publicize any settlement, without the indemnified party's prior written consent (which will not be unreasonably withheld, conditioned, or delayed). Any indemnification obligation in this Section 6 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent. **This Section 6 (*Third-Party Claims*) states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions**.

7. **Limitations of Liability.**

1. **Limitation of Liability**. TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL, CUMULATIVE LIABILITY ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE IN AN AMOUNT NOT EXCEEDING USD $500.

2. **Exclusions**. TO THE EXTENT PERMITTED BY LAW, NEITHER CRIBL NOR PARTNER 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.

3. **Applicability**. The provisions of Sections 7.1 (*Limitation of Liability*) and 7.2 (*Exclusions*) do not apply to: **(a)** infringement, misappropriation, or other violation by a party of the other party's IPR; **(b)** breach by a party of its obligations under Section 6.1 (*Confidentiality*); **(c)** payments to a third party arising from obligations under Section 6 (*Third-Party Claims*); **(d)** breach of product restrictions applicable to Cribl Cloud as currently described in Section 2.3 (*Restrictions*) of the SSA; or **(e)** fraud or fraudulent representation. The parties, and not their Affiliates, suppliers, or licensors, are wholly responsible for any liabilities hereunder.

4. **Gross Negligence; Willful Misconduct**. As provided by Law, nothing in this Agreement is intended or may be construed to limit a party's liability in an action in tort (separate and distinct from a cause of action for a breach of this Agreement) for a party's gross negligence or willful misconduct.

8. **Proper Conduct.**

1. **Partner Code of Conduct**. Partner acknowledges that it has read, understands and will abide by the Partner Code of Conduct, 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 upon 30 days' notice to Partner, amend

the Partner Code of Conduct on a going forward and non-discriminatory basis, in Cribl's sole discretion. If Partner does not agree to an amendment, its recourse will be to terminate this Agreement in accordance with Section 3.2 (*Termination for Convenience*).

9. **General.**

   1. **Waiver; Amendment**. No delay or failure by either party to exercise any right under this Agreement will waive that or any other right. A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

   2. **Assignment**. Neither party will assign, delegate, or otherwise transfer this Agreement, or any of its rights or duties under it, to a third party without the other's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Any purported transaction in breach of this Section 9.2 is material and is void. Each party is, however, deemed to have consented to any such assignment, delegation, or transfer to: **(a)** an Affiliate; or **(b)** any entity that acquires all or substantially all of its capital stock or assets related to this Agreement through purchase, merger, consolidation, or otherwise, but only if such entity is not a direct competitor of the non-assigning party. Subject to the foregoing, this Agreement will bind and benefit the parties, their successors, and permitted assigns.

   3. **Notices**. All notices and other communications under this Agreement will be: **(a)** in writing; **(b)** in English; and **(c)** deemed given when delivered (or the first business day after delivery with confirmation of receipt, for notices permitted by email). Notices under this Agreement will be sufficient only if: **(i)** personally delivered; **(ii)** delivered by a major commercial rapid delivery courier service with tracking capabilities; **(iii)** mailed by certified or registered mail, return receipt requested, to a party at the address stated in this Agreement (or at such address as the recipient has notified the other party of, before notice was sent); or **(iv)** sent via email, if the recipient's email address is provided in this Agreement, in the application website where this Agreement was accepted, or in the Partner Portal (but email will not be sufficient for notices regarding a Claim or alleged breach). All notices except for ordinary business communications will be cc'd to the address stated in this Agreement.

   4. **Dispute Resolution**. This Agreement and performance under it will be governed by the substantive laws of the State of California, disregarding its conflict of law rules. If federal jurisdiction exists over any suit, action, or

proceeding arising out of or relating to this Agreement, the parties consent to exclusive jurisdiction and venue in San Francisco, California. If not, the parties consent to exclusive jurisdiction and venue in the California state courts sitting in Santa Clara County, California. In any such suit, action, or proceeding, the prevailing party may recover its reasonable attorneys' fees, costs, and other expenses, including those on appeal or in a bankruptcy action.

5. **Force Majeure**. Neither party will be responsible for any delay or failure in its performance of any obligation under this Agreement (other than payment) due to causes beyond its reasonable control, but only if the party invoking this Section 9.5 promptly notifies the other party and resumes performance promptly when conditions allow it to do so.

6. **Relationship**. The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other party's name or on its behalf, or to represent that it has such right or authority. There are no third-party beneficiaries to this Agreement. Cribl's licensors will have no liability of any kind under this Agreement.

7. **Severability**. If any part of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that part will be deemed reformed to effectuate the parties' intentions, and the rest of this Agreement will remain in full force and effect.

8. **Construction**. Section headings are intended solely for convenience and will not affect the meaning of this Agreement. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: **(a)** all internal references are to this Agreement and its parties; **(b)** first-level section references (*e.g.*, "as provided in Section 1") include all subordinate subsections (*e.g.*, 1.1, 1.2, etc.) within that section; **(c)** all monetary amounts are expressed and, if applicable, payable, in U.S. dollars; **(d)** "days" means calendar days; **(e)** "may" means that the applicable party has a right, but not a concomitant duty; **(f)** "partner," if used in this Agreement or related documents, is used in its common, marketing sense and does not imply a partnership; **(g)** "notify" means to give notice under (and "notice" means a notice that complies with) Section 9.3 (*Notices*); **(h)** "current" or "currently" means "as of the Effective Date" but "then-current" means the present time when the applicable right is exercised or performance rendered or measured; **(i)** URLs are understood to also refer to successors, localizations, and information or resources linked from within

websites at such URLs; **(j)** lists of examples following "including", "e.g.", "such as", "excludes", "for example", or similar words are deemed to include "without limitation"; **(k)** the word "or" is deemed to be an inclusive "or"; and **(l)** a party's choices under this Agreement are in its sole discretion. Any translation of the English-language version of this Agreement is for convenience only, and the English-language version will govern. If Partner is domiciled in Canada, the parties expressly wish to execute this Agreement and any associated documentation in English.

9. **Entire Agreement**. This Agreement sets forth the complete and exclusive agreement between the parties relating to its subject matter and supersedes all prior oral and written agreements, understandings, and communications (including any requests for quote, requests for information, requests for proposal, or the like), regarding its subject matter. This Agreement incorporates by this reference all the numbered sections herein ("**Main Body**") as well as the terms and conditions of the Guide and the Code of Conduct. In the event of any conflict between terms and conditions in this Agreement, 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)** the Main Body of this Agreement; **(2)** the SSA referenced in Section 4.1 (*Sandbox Instance*) governing Partner's use of any Sandbox Instance; **(3)** the Code of Conduct; **(4)** the Guide; and **(5)** any other document incorporated by reference into either the main body of this Agreement or the Guide.