

DATA PROCESSING ADDENDUM

Last Updated: April 4, 2025

This Data Processing Addendum ("**DPA**") forms a part of the Subscription Services Agreement or other written agreement ("**Agreement**") between Cribl, Inc. ("**Cribl**") and the business entity set forth in the signature block below ("**Customer**"), each a "**Party**" and collectively the "**Parties**". This DPA is made effective upon the date of the last signature below unless otherwise specified in the Agreement ("**Effective Date**"). All capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement. In case of any conflict or inconsistency between the terms of this DPA and the Agreement, the terms of this DPA will take precedence with respect to the subject matter herein.

Cribl, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

For Legal Notice

HOW THIS DPA APPLIES

If the Customer signing this DPA is a party to the Agreement, then this DPA is an addendum to and forms part of the Agreement.

If the Customer signing this DPA executed an Order Form with Cribl pursuant to the Agreement, but is not itself a party to the Agreement, then this DPA is an addendum to that Order Form and any applicable renewal Order Forms.

If the Customer entity signing this DPA is neither a party to an Order Form with Cribl nor the Agreement, this DPA is not valid and is not legally binding. In which case, such entity should request that the Customer entity who is a party to the Agreement or Order Form execute this DPA with Cribl.

1. Definitions

"Affiliate" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a 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.

"Applicable Data Protection Law(s)" means all applicable data protection and privacy laws regulating the Processing of Customer Personal Data, including where applicable, EU & UK Data Protection Law, and the CCPA.

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

"Breach" means a breach of Cribl's security obligations under the Program Guide resulting in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

"California Consumer Privacy Act" or "CCPA" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("**CPRA**").

"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.

"Customer Personal Data" means Personal Data contained within Customer Data as defined in the Agreement.

"Data Controller" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Customer Personal Data.

"Data Processor" means the natural or legal person, public authority, agency, or other body which Processes Customer Personal Data on behalf of the Customer, including as applicable any "service provider" as that term is defined by the CCPA.

"Data Subject" means an identified or identifiable natural person.

"EU & UK Data Protection Law" means: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Customer Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"), and repealing Directive 95/46/EC, plus any laws implementing or supplementing GDPR; and (b) the GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and the Data Protection Act 2018, and any other successor United Kingdom data protection legislation.

"Personal Data" means "personal information" or "personally identifiable information" as defined by Applicable Data Protection Laws.

"Process" or "Processing" means any operation or set of operations which is performed upon Customer Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

"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.

"Restricted Transfers" means transfers of Customer Personal Data from the European Economic Area and its member states, United Kingdom, or Switzerland to Cribl in a country which does not ensure an adequate level of protection (within the meaning of and to the extent governed by the Applicable Data Protection Laws).

"Standard Contractual Clauses" or "SCCs" means together: (i) **"EU SCCs"**, defined as the standard contractual clauses for the transfer of Customer Personal Data to third countries approved pursuant to Commission Decision (EU) 2021/914 of 4 June 2021, currently found at https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en, or any subsequent set of clauses approved by the European Commission which amends, replaces, or supersedes these, and/or any national equivalents thereto pursuant to Applicable Data Protection Laws; and (ii) **"UK Addendum"**, defined as the International Data Transfer Addendum issued by the Information Commissioner's Office under s.119(A) of the UK Data Protection Act 2018, currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>.

"Sub-Processor" means any legal person or entity engaged in the Processing of Customer Personal Data on behalf of Cribl.

"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"**).

2. Scope and Processing.

2.1. Scope and Purpose. This DPA applies where and only to the extent that Cribl Processes Customer Personal Data on behalf of Customer as a Data Processor for the purpose of providing the Subscription Services.

2.2. Relationship of the Parties. When Processing Customer Personal Data, Cribl will act as a Data Processor and, with respect to CCPA, as a "service provider" as defined therein, and Customer will act as either a Data Controller or Data Processor, as applicable, of Customer Personal Data.

2.3. Instructions. Cribl shall Process Customer Personal Data only to provide the Subscription Services in accordance with the Agreement (including this DPA and any Order Form), and any instructions as agreed by the Parties. The Agreement, including this DPA, constitutes Customer's complete and final instructions to Cribl regarding the Processing of

Customer Personal Data. Any additional requested instructions require the prior written agreement of Cribl. Customer is responsible for ensuring its instructions to Cribl comply with Applicable Data Protection Laws and include and are consistent with all instructions from third-party Controllers, as applicable. Cribl will not be liable for any harm or damages resulting from Cribl's compliance with Customer's instructions. Where Cribl believes that compliance with Customer's Instructions could result in a violation of Applicable Data Protection Laws, Cribl shall promptly notify Customer thereof.

2.4. Compliance with Data Protection Laws. The Parties shall comply with their respective obligations under Applicable Data Protection Laws with respect to Customer Personal Data. To the extent CCPA applies to Cribl's Processing of Customer Personal Data, Cribl will not "sell" or "share" Customer Personal Data as such terms are defined therein.

2.5. Customer Affiliates. Cribl's obligations set forth in this DPA shall also extend to Customer's Affiliates to which Customer provides access to the Subscription Services or whose Customer Personal Data is Processed through Customer's use of the Subscription Services, subject to the following conditions: (a) Customer is solely responsible for communicating any additional Instructions on behalf of Customer Affiliates; (b) Customer shall be responsible for Customer Affiliates' compliance with this DPA and all acts and/or omissions by a Customer Affiliate with respect to Customer's obligations under this DPA; and (c) if a Customer Affiliate seeks to assert a legal demand, action, suit, claim, proceeding or otherwise against Cribl ("**Customer Affiliate Claim**"), Customer must bring such Customer Affiliate Claim directly against Cribl on behalf of such Customer Affiliate, unless Applicable Data Protection Laws require the Customer Affiliate be a Party to such claim, and all Customer Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including any aggregate limitation of liability. In no event will this DPA or any Party restrict or limit the rights of any data subject or of any competent supervisory authority.

3. Sub-processors.

3.1. Use of Sub-Processors. Customer generally authorizes the engagement of Sub-Processors and specifically consents to those listed on Cribl's Sub-Processor site at <https://cribl.io/legal/sub-processors/> as of the Effective Date.

3.2. Sub-Processor Obligations. Cribl will: (a) enter into a written agreement with each Sub-Processor imposing data protection obligations no less protective than the measures set forth in this DPA to the extent applicable to the nature of the services provided by such Sub-Processor; and (b) remain liable for each Sub-Processor's compliance with the obligations in this DPA. Upon written request, Cribl will provide Customer all relevant information it reasonably can in connection with its applicable Sub-Processor agreements where required to satisfy Customer's obligations under Applicable Data Protection Laws.

3.3. New Sub-Processors. Cribl will make available on its Sub-Processor site a mechanism (available at <https://cribl.io/legal/sub-processors/>) for Customer to subscribe to notifications of new Sub-Processors. Cribl will provide such notification at least fourteen (14) days in

advance of allowing a new Sub-Processor to Process Customer Personal Data (the “**Objection Period**”). During the Objection Period, Customer may object by sending an email to privacy@cribl.io to Cribl’s appointment of a new Sub-Processor, provided that such objection is based on reasonable grounds relating to data protection consistent with Applicable Data Protection Laws. In such event, the Parties will discuss Customer’s concerns in good faith with a goal to achieve resolution. If Customer can reasonably demonstrate that a new Sub-Processor is unable to Process Customer Personal Data in compliance with the terms of this DPA and Cribl cannot provide an alternative Sub-Processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Order Form(s) with respect to only to those aspects of the Subscription Services which cannot be provided by Cribl without the use of the new Sub-Processor. Cribl will refund Customer any unused fees of such Order Form(s) prorated from the effective date of termination through the end of the applicable Subscription Term. If Customer does not submit an objection during the Objection Period, Customer will be deemed to have authorized Cribl to use the new or replacement Sub-processor and waived Customer’s right to object to that Sub-processor.

4. Security.

4.1. Data Security Measures. Cribl shall maintain appropriate technical and organizational safeguards designed to protect the security, confidentiality, and integrity of Customer Personal Data as described in the Program Guide, incorporated by reference.

4.2. Confidentiality of Processing. Cribl will ensure that any Cribl personnel or subcontractors are under an appropriate confidentiality obligation (whether contractual or statutory).

4.3. Breach Notification. Cribl will report to Customer any Breach without undue delay and in no event later than seventy-two (72) hours, where feasible, following the determination by Cribl that a Breach has occurred. Cribl’s notification of, or response to, a Breach will not be construed as an acknowledgement by Cribl of any fault or liability with respect to such Breach.

4.4. Breach Report. The initial report will be made to Customer’s security or privacy contact(s) designated in Cribl’s customer support portal (or if no such contact(s) are designated, to the primary contact designated by Customer). As information is collected or otherwise becomes available, Cribl shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with Applicable Data Protection Laws. The report will include the name and contact information of the Cribl contact from whom additional information may be obtained. Cribl shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches. Communications by or on behalf of Cribl with Customer in connection with a Breach will not be construed as an acknowledgment by Cribl of any fault or liability with respect to such Breach. Notwithstanding the foregoing, Customer acknowledges that because Cribl personnel

cannot view the content of Customer Personal Data, it will be unlikely that Cribl can provide information as to the character of the Customer Personal Data or the identities, number, or categories of affected Data Subjects, if applicable. Customer is solely responsible for determining whether to notify the relevant supervisory authorities and impacted Data Subjects.

4.5. Audit. Subject to the confidentiality obligations set forth in the Agreement, Cribl will allow and contribute to audits that include inspections by granting Customer (either directly or through its representative(s)) access to all reasonable and industry-recognized documentation evidencing Cribl's Security Program, as well as copies of third-party attestation reports, including Cribl's ISO 27001 series and SOC 2 Type II attestation (or equivalent standards), through a self-access trust portal at no additional cost to Customer ("**Audit**"). The Audit and the results derived therefrom are deemed to be the Confidential Information of Cribl.

4.6. Customer Responsibility. Cribl shall have no obligation to assess the contents of Customer Personal Data to identify information subject to any specific legal or regulatory requirements. Customer is responsible for reviewing Cribl's Security Program and making an independent determination as to whether the Subscription Services meet Customer's requirements and legal obligations under Applicable Data Protection Laws.

4.7. Deletion of Customer Personal Data. Upon termination or expiration of the Agreement, Cribl will delete or assist Customer in deleting any Customer Personal Data within its possession within thirty (30) days following such request unless prohibited by Applicable Data Protection Laws.

5. Assistance

5.1 Legal and Regulatory Requests. In the case of a notice, audit, inquiry or investigation by a government body, data protection authority or law enforcement agency regarding the Processing of Customer Personal Data, Cribl will attempt to redirect the governmental body to request such Customer Personal Data directly from Customer. As part of this effort, Cribl may provide Customer's basic contact information to the governmental body. If compelled to disclose Customer Personal Data to a governmental body, Cribl shall promptly notify Customer unless prohibited by applicable law. Customer shall keep records of the Customer Personal Data Processed by Cribl and shall cooperate and provide all necessary information to Cribl in the event Cribl is required to produce such information to a data protection authority.

5.2 Data Subject Requests. Customer is solely responsible for fulfilling any requests from Data Subjects regarding access, correction, rectification, erasure, or to transfer or port such Customer Personal Data as may be required under Applicable Data Protection Laws (collectively, a "**DSR**"). To the extent Customer, in its use of the Subscription Services, does not have the ability to address a DSR, Cribl will, upon Customer's request, use commercially reasonable efforts to assist Customer in responding to such DSR, provided Cribl is legally

permitted to do so and the response to such DSR is required under Applicable Data Protection Laws.

5.3 Data Protection Impact Assessments. Cribl will, on request, provide Customer with reasonable information regarding the Subscription Services required for Customer to carry out a data protection impact assessment for Processing of Customer Personal Data as required by Applicable Data Protection Laws, if Customer does not otherwise have access to the relevant information.

6. International Data Transfers.

6.1. General. Customer authorizes Cribl and its sub-processors to make international transfers of the Customer Personal Data in accordance with this DPA and Applicable Data Protection Laws.

6.2. Transfer Mechanisms. Restricted Transfers will be governed by a valid mechanism for the lawful transfer of Customer Personal Data recognized under Applicable Data Protection Laws, such as the SCCs. For clarity, for transfers from the United Kingdom and Switzerland, references in the SCCs shall be interpreted to include applicable terminology for those jurisdictions (e.g., "Member State" shall be interpreted to mean "United Kingdom" for transfers from the United Kingdom).

6.3. SCCs. With respect to the transfer of Customer Personal Data that is protected by GDPR, the EU SCCs will apply and form part of this DPA. With respect to the transfer of Customer Personal Data that is protected by the UK GDPR, the UK SCCs will apply and form part of this DPA. The SCCs will be deemed completed as follows:

- i** The Module 2 terms apply to the extent Customer is a Data Controller and the Module 3 terms apply to the extent Customer is a Data Processor of Customer Personal Data. The foregoing shall apply with respect to Table 2 of the UK Addendum;
- ii** The optional Clause 7 in Section I of the SCCs is incorporated, and Affiliates may accede to this DPA and the SCCs under the same terms and conditions as Customer, subject to Section 2.5 of this DPA via mutual agreement of the Parties. The foregoing will apply with respect to Table 2 of the UK Addendum;
- iii** For purposes of Clause 9 of the SCCs, Option 2 (*General written authorization*) is selected and the process and time period for the addition or replacement of Sub-Processors shall be as described in Section 3 (*Sub-Processors*) of this DPA. The foregoing will apply with respect to Table 2 of the UK Addendum;
- iv** For purposes of Clause 13 and Annex 1.C of the SCCs, Customer shall maintain accurate records of the applicable Member State(s) and competent supervisory authority, which will be made available to Cribl on request;

- v** For purposes of Clause 14(c), Customer may subscribe to the Sub-Processor site (available at <https://cribl.io/legal/sub-processors/>) to receive notifications regarding updates to Cribl's overview of relevant laws and practices applicable to Restricted Transfers;
- vi** For purposes of Clause 17 and Clause 18 of the SCCs, the Member State for purposes of governing law and jurisdiction shall be Ireland. Part 2, Section 15(m) and Part 2, Section 15(n) of the UK Addendum regarding Clause 17 and Clause 18 of the EU SCCs will apply;
- vii** For purposes of Annex 1.A, the "data importer" will be Cribl and the "data exporter" will be Customer and any Affiliates that have acceded to the SCCs pursuant to this DPA. The foregoing will apply with respect to Table 3 of the UK Addendum;
- viii** For purposes of the description of the transfer, it is as described in Appendix 1 to this DPA. The foregoing will apply with respect to Table 3 of the UK Addendum;
- ix** For purposes of the description of the technical and organization measures, it is as described in Appendix 2 to this DPA. The foregoing will apply with respect to Table 3 of the UK Addendum;
- x** The Sub-Processors shall be as described in Section 3 of this DPA. The foregoing will apply with respect to Table 3 of the UK Addendum; and
- xi** With respect to Table 4 of the UK Addendum, Customer may suspend or terminate the Processing of Customer Personal Data by Cribl that is subject to UK GDPR at any time by deleting all such Customer Personal Data in the Subscription Services. Additionally, either Party may terminate the UK Addendum pursuant to Section 19 of the UK Addendum if, after a good faith effort by the Parties to amend this DPA to account for the approved changes and any reasonable clarifications to the UK Addendum, the Parties are unable to come to a mutual agreement.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix 1 forms part of the SCCs and must be completed by the Parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix 1.

Data Exporter

The Data Exporter is the legal entity identified as the "Customer" in the Data Processing Addendum in place between data exporter and data importer and to which these SCCs are appended.

Data Importer

The Data Importer is Cribl as the provider of the Subscription Services in accordance with the Agreement.

Data Subjects

Data Exporter may submit Customer Personal Data through its use of the Subscription Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, Customer Personal Data relating to the following categories of Data Subjects:

- Prospects, customers, business partners, and vendors of Customer, and their respective employees (who are natural persons);
- Employees, agents, advisors, and contractors of Customer (who are natural persons); and/or
- Authorized Users.

Categories of Data

The Data Exporter may submit Customer Personal Data to the Subscription Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion and which may include, but is not limited to, the following categories of Customer Personal Data:

- Identification and contact data (name, address, title, contact details);
- Financial information (account details, payment information);
- Employment details (employer, job title, geographic location, area of responsibility); and/or
- IT information (IP addresses, usage data, cookies data, location data).

Special Categories of Data (if appropriate)

Customer may, subject to the restrictions set out in the Agreement, submit special categories of Customer Personal Data to Cribl, the extent of which is determined and controlled by Customer in its sole discretion, and which is, for the sake of clarity, Customer Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical

beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life, or sexual orientation.

Frequency of the transfer

Continuously, for the length of the Agreement between the Parties.

Nature and purpose of the processing

The Data Importer shall Process Customer Personal Data in connection with the provision of the Subscription Services and support thereof pursuant to the Agreement.

Period for which the Customer Personal Data will be retained

Cribl will retain Customer Personal Data for the term of the Agreement and any period after the termination or expiry of the Agreement during which Cribl processes Customer Personal Data in accordance with the Agreement.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

Sub-Processors will process Customer Personal Data to assist Cribl in providing the Subscription Services pursuant to the Agreement, for as long as needed for Cribl to provide the Subscription Services.

Competent supervisory authority

The Parties will follow the rules for identifying such authority under Clause 13 and, to the extent legally permissible, select the Irish Data Protection Commission.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix 2 forms part of the SCCs and must be completed and signed by the Parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clause 4(d) and Clause 5(c) (or documents/legislation attached):

Data Importer maintains a written information security program of policies, procedures and controls as described in the Program Guide, which is incorporated in this Appendix 2 by reference.