

CRIBL EVALUATION AGREEMENT

Last Updated: January 17, 2025

This CRIBL EVALUATION 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 Cribl, Inc. ("**Cribl**," "**we**," or "**us**"), as of the Effective Date (defined below). This Agreement applies to your use of Subscription Services for evaluation purposes only. This Agreement consists of the general terms, as well as the terms of other documents referenced in or attached to this Agreement, all of which are incorporated into this Agreement by reference.

Cribl, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

For Legal Notice

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

"Confidential Information" means: (a) 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); (b) 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 (c) this Agreement or any amendments to 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.

"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 of the last signature of this Agreement.

"Evaluation Subscription" means evaluation, trial, testing, beta, or other free versions or features of the Subscription Services.

"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.

"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.

"Subscription Services" means the certain Cribl offerings to which you have subscribed, such as Cribl's self-hosted software ("**Software**") or software-as-a-service Cloud offering ("**Cribl Cloud**"), including Evaluation Subscriptions.

"Subscription Term" means the period of authorized access to and use of the Subscription Services as set forth in Section 2.1 of this Agreement.

2. ACCESS AND USE RIGHTS; RESTRICTIONS.

2.1 Access and Use Rights. Subject to the terms of the Agreement, Cribl will provide to Customer an Evaluation Subscription. Cribl authorizes Customer to access and use the Subscription Services during the Subscription Term: (a) exclusively for evaluation and testing purposes, and (b) in accordance with the Documentation. Customer may not process any data or allow the processing of any data using the Subscription Services for the benefit of any party other than Customer. No Cribl competitor or any employee, contractor, or agent thereof, may access an Evaluation Subscription.

2.2 Authorized Users. The access and use rights in Section 2.1 extend to Customer's Authorized Users. Customer is wholly responsible for all activities that occur on its instance of the 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 Subscription Services, Customer will not (and will not permit others to): (a) use it 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; (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 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.

2.4 Security. Cribl will maintain a written information security program as described in the security overview section of the Program Guide made available at <https://cribl.io/legal>.

2.5 No Support. Cribl has no obligation to provide technical support and maintenance during the Subscription Term.

3. INTELLECTUAL PROPERTY.

3.1 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.

3.2 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. 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.

3.3 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.

4. NO WARRANTIES; DISCLAIMERS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. To the maximum extent allowed by Law, Cribl 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.

5. CONFIDENTIALITY.

5.1 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.

5.2 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.

6. LIMITATION OF LIABILITY.

6.1 Limited Liability. To the extent permitted by law, Cribl's total liability in any way arising out of or related to this Agreement will not exceed \$10,000 USD.

6.2 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.

6.3 Applicability. The provisions of Section 6.1 (Limited Liability) and Section 6.2 (Excluded Damages) do not apply to: (a) a party's breach of Section 5; (b) infringement or misappropriation by a party of the other party's IPR; or (c) tort actions for a party's gross negligence or willful misconduct (separate and distinct from an action for breach of this Agreement).

7. TERM AND TERMINATION.

7.1 Term. This Agreement begins on the Effective Date and terminates upon the earlier of thirty (30) days, or signature of a Cribl Subscription Services Agreement or other license agreement, unless earlier terminated in accordance with Section 7.2 below.

7.2 Termination. Each party may terminate this Agreement in its entirety immediately on written notice.

7.3 Survival. Sections 3 (Intellectual Property), 4 (No Warranties; Disclaimer), 5 (Confidentiality), 6 (Limitation of Liability), 7 (Term and Termination), and 8 (General), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

8. GENERAL.

8.1 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. The parties acknowledge that the disclosure of a party's Confidential Information or the infringement of a party's IPR would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure or infringement, the affected party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8.2 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 confirms that Customer and its Affiliates are not restricted or sanctioned by any such applicable trade Laws, including trade sanctions laws.

8.3 U.S. Government Rights. This Section 8.3 applies to the extent that the Subscription Services are used by or in support of the U.S. Government. The Subscription 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.

8.4 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.

8.5 Assignment. Customer may not assign its rights or obligations under this Agreement without Cribl's prior written consent, not to be unreasonably withheld.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 Entire Agreement. This Agreement (including any expressly incorporated terms) sets forth the complete and exclusive agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral and written agreements, understandings, communications (including any requests for quote, requests for information, requests for proposal, or the like), click-through agreements and embedded end-user license agreements regarding its subject matter.

8.11 Miscellaneous. 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 sign to accept this Agreement or access or use the Subscription Services.