

Standard Terms of Service

1. Agreement to use Cribl Products.

This agreement allows you to use the Cribl Products as provided below and describes the contractual relationship between you and Cribl, Inc. arising from your use of Cribl Products. This Agreement is governed by United States Federal Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

YOU CAN USE CRIBL PRODUCTS 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 signing this agreement or signing an applicable Order as applicable. You accept this agreement as to Cribl's website and the Cribl Pack Dispensary by using those resources once this Agreement is incorporated in writing. If you accept this agreement, you can use Cribl Products as provided by this agreement until the agreement ends. Cribl may change Cribl Products and the features it offers at any time. Your continued use of Cribl Products constitutes continuing agreement to these terms.

An Order is an ordering instrument that expressly incorporates this agreement by reference and is either accepted by you and Cribl, or accepted by you and a reseller, distributor, or other partner that Cribl has authorized to accept the Order with you. In the event of a conflict between this agreement and an Order, this agreement shall control unless the Order explicitly overrides a specific term or terms in this agreement and is mutually executed in writing.

2. Cribl's Products.

Cribl reserves all rights to all products, services, and information offered through Cribl's website, including all intellectual property rights related to Cribl's products and services except as Cribl provides otherwise ("Cribl Products").

Cribl Products do not include Packs created or offered by anyone other than Cribl, or any products or services created or offered by anyone other than Cribl ("Third-party Products") even if Cribl lists or provides the Third-party Product on its website, the Cribl Pack Dispensary, or other media, or the Third-party Product interacts or functions with a Cribl Product. Packs are software or configuration files that provide features and settings for Cribl Products. Packs may be governed by separate licenses. Packs may be offered by Cribl, Cribl's partners, and others.

Cribl may provide Cribl Products to other customers and may provide software updates to Cribl Products from time to time as provided in this agreement.

3. Your use of Cribl Products.

You can use Cribl Products by accepting this agreement and obtaining the appropriate license, usage terms, and deployment option through an Order. You can use a Pack by accepting the license terms for that Pack and, if applicable, obtaining 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 must pay for all Cribl Products as provided by this agreement and your Order. You will be charged fees for Cribl Products based on the license, usage terms, and fee schedule described in your Order, the GSA Schedule Pricelist or the applicable fee schedule as incorporated by reference into this agreement.

You will not be charged fees for Cribl Products that Cribl designates as free on its website. 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 Cribl Products as described on Cribl's website or as otherwise specifically provided in your Order or the GSA Schedule contract. Cribl will provide regular maintenance updates for Cribl Products. Cribl will provide support services and maintenance updates for the current version of Cribl Products. Cribl may provide support services and maintenance updates for previous versions of Cribl Products on an exception basis to resolve critical security vulnerabilities.

You can authorize other persons or organizations to use Cribl Products on your behalf to the extent allowed by this agreement, but, except as specifically provided in your Order, you cannot process data using Cribl Products for anyone else or let anyone else use your access to Cribl Products to process data using Cribl Products for anyone else other than you. You are responsible for all use related to your access to Cribl Products. Your use of and access to Cribl Products is not for resale, transfer, or other distribution except as specifically provided in your Order.

You and Cribl must follow all applicable laws, rules, regulations, contracts, and other legal requirements, including without limitation all requirements described in the compliance addendum available attached hereto as Exhibit A, which is incorporated by reference into this agreement. You and Cribl must comply with all applicable anti-bribery, anti-corruption, and sanctions and prohibited-country requirements and limitations. You must comply with all applicable import and export controls and obtain all licenses and approvals necessary to download, deploy, or use Cribl Products.

You cannot download, deploy, or use Cribl Products in any way that violates any legal requirement or right of a third party. You cannot modify Cribl Products, create derivative works from Cribl Products, or reverse engineer any part of Cribl Products unless permitted by applicable law or as agreed to by Cribl in your Order.

Cribl may temporarily suspend your use of Cribl Products if Cribl reasonably believes you are violating this agreement, disrupting Cribl's systems or other users, generating data transfer costs

that Cribl reasonably determines to be excessive, or otherwise using the Product inappropriately. Temporary suspension will be used only in a case where irreparable harm would occur without suspending the account.

Cribl may use free- or open-source software in its products or services, including without limitation as described in Cribl's documentation on its website. Such software may have additional terms and conditions, but those terms and conditions will not restrict your use of Cribl's products or services. Nothing herein shall bind You to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties.

Cribl shall state separately on invoices taxes excluded from the fees, and You agree either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4. Data and confidentiality.

You and Cribl own our respective data and confidential information. Your data includes data that you input into Cribl Products or process with Cribl Products. 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 Cribl Products.

Cribl receives and uses data as provided by Cribl's Privacy Policy, which is attached hereto as Exhibit B and incorporated by reference into this agreement. Your data does not include Cribl's operational data as described in Cribl's Privacy Policy.

When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. 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, information related to future products of the other party before the other party releases the information, trade secrets, and otherwise proprietary information.

You and Cribl can only use or 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. Cribl recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by Cribl.

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 to the extent necessary to comply with applicable law or other recordkeeping requirement.

5. Limited 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 Cribl Products or any additional features of any Cribl Products you have purchased from Cribl.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

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 TWELVE 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.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

CRIBL WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, CRIBL PROVIDES CRIBL PRODUCTS "AS IS" AND "AS AVAILABLE." YOU ASSUME THE ENTIRE RISK OF USING CRIBL PRODUCTS. CRIBL IS NOT RESPONSIBLE FOR YOUR USE OF CRIBL PRODUCTS OR ANY CONSEQUENCES TO YOU OR ANYONE ELSE THAT MAY OCCUR RELATED TO YOUR USE OF CRIBL PRODUCTS OR THE RELIANCE ON DATA PROCESSED BY CRIBL PRODUCTS.

CRIBL MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS RELATED TO CRIBL PRODUCTS, 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 CRIBL PRODUCTS FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES.

YOU AND CRIBL ARE NOT LIABLE TO EACH OTHER RELATED TO YOUR USE OF CRIBL PRODUCTS 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.

CRIBL IS NOT LIABLE IN ANY WAY, UNDER ANY THEORY OF LIABILITY, FOR THIRD-PARTY PRODUCTS EVEN IF CRIBL LISTS THE THIRD-PARTY PRODUCT ON ITS WEBSITE, THE CRIBL PACK DISPENSARY, OR OTHER MEDIA OR THE THIRD-PARTY PRODUCT INTERACTS OR FUNCTIONS WITH CRIBL PRODUCTS. CRIBL MAY MAKE AVAILABLE THIRD-PARTY PRODUCTS THROUGH CRIBL PRODUCTS, BUT ONLY "AS IS" AND "AS AVAILABLE." YOU ASSUME THE ENTIRE RISK OF USING THIRD-PARTY PRODUCTS.

THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

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 in accordance with FAR 52.233. 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 Cribl Products 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 2, 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. 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.

Acknowledged and agreed to by you and Cribl:

Cribl, Inc. You: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

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Version 1.07- Stream Only

Exhibit A

Compliance Addendum

1. Application and Scope.

This compliance addendum (“this CA”) applies to your use of Cribl’s products or services under Cribl’s Standard Terms of Service or other written agreements between you and Cribl that incorporate this CA by reference (“Applicable Agreements”).

This CA supplements Applicable Agreements. In the event of a conflict between this CA and an Applicable Agreement, the terms and conditions of this CA shall control unless specifically superseded by the terms and conditions provided in an Applicable Agreement.

2. Import and Export.

You and Cribl cannot be a business organized under the laws of a country subject to sanctions or embargoes under any applicable sanction or embargo laws or regulations, including trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) and other enabling legislation or executive order (“Sanctions”).

You and Cribl cannot be owned, controlled, or acting on behalf of any person, entity, or party located in a country subject to Sanctions.

You, Cribl, and our respective owners, officers, or directors, cannot be listed on the U.S. Treasury Department’s list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department’s Denied Persons List, or similar lists of sanctioned, blocked, or denied parties.

3. Foreign Corrupt Practices.

You and Cribl cannot make or receive any payments or other transfers of value in connection with an Applicable Agreement that the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

You and Cribl, and our respective owners, partners, officers, directors, employees, agents, representatives, subcontractors, subsidiaries, and affiliates are aware of and comply with the requirements of the United States Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. 77dd-1 et seq., as amended, and all applicable federal, state, local, and international laws and regulations concerning bribery or corruption.

4. Government Contracts.

Cribl is an equal opportunity employer. In contracts with the United States government and in other applicable circumstances, you and Cribl, and our respective 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.

5. Notification Requirements.

You and Cribl must immediately notify the other if it knows or has reason to believe that a violation of any requirement in this CA has or will occur.



Cribl.io Privacy Policy

Last Updated August 30, 2021

Version 2.3

Cribl is committed to the privacy of its users. This Privacy Policy explains the information that Cribl collects from users through Cribl's interaction with users, as well as why we collect that information, what we do with it, and how we protect it. Users are visitors to Cribl's website, users of Cribl's products and services, and Cribl's other customers and business partners (individually "**a User**" and collectively "**Users**").

This Privacy Notice also explains Cribl's commitments under laws and regulations that protect personal data, including the European Union's General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other applicable laws and regulations. Personal data means information relating to a User who can be directly or indirectly identified through the information, as well as information related to, or that could reasonably be linked to, a User or a User's household ("**Personal Data**").

1. Cribl Services Covered by this Privacy Policy

This Privacy Policy covers Cribl's website, products and services, and normal business operations, as well as third-party services or websites used by or in the operation of Cribl's website, products and services, or normal business operations (collectively, "**Cribl Services**"). Cribl Services includes Cribl.Cloud, LogStream Cloud, and other Cribl Services that require Users to log in to use, such as Slack and Cribl's support platform ("**Cribl Online Services**"), as well as all other versions of LogStream and all versions of AppScope. Cribl Services also include services, software, data, information, documentation, or materials provided to Users by Cribl related to, or through, Cribl Services.

This Privacy Policy does not apply to any third-party services, Packs or other extensions to Cribl Services not created and provided by Cribl, or websites to which Cribl Services may link except to the extent such services, extensions, or websites are part of Cribl Services and exchange data directly with Cribl Services. Cribl does not control or have any responsibility for the privacy practices of third-party services or websites that are not part of Cribl Services. Cribl Services do not include social media features such as "Share" and "Like" buttons that are provided by third-party social media platforms such as Facebook, LinkedIn, and Twitter. Users should review the privacy policies of all third-party services, software, files, and websites.

2. Information Collected and Methods of Information Collection.

A. Generally.

Cribl may collect data, including Personal Data, provided by Users to Cribl or through Cribl Services, as well as information collected regarding Users, except as described by this Privacy Policy (collectively, “**User Data**”). Such collections include without limitation Users inputting or uploading information to Cribl Services, causing information to be provided to Cribl or Cribl Services by or through third-party providers or services, visiting or otherwise accessing Cribl Services, filling out forms on or through Cribl Services, and downloading software, documents, or other resources from or through Cribl Services, as well as information collected from third parties, including publicly available information from third-party websites like Facebook, LinkedIn, and Twitter.

(1) Limitations on Personal Data Provided by Users.

A User cannot send Personal Data to Cribl unless the User is allowed to do so by applicable law and only then to the extent allowed by applicable law and this Privacy Policy. Users must obtain all consents or other legal basis necessary to send Personal Data to Cribl and for Cribl’s use of that personal data under this Privacy Policy. Users must remove Personal Data from data sent to Cribl for customer support except for Personal Data related to the User or the User’s employees or other agents involved in seeking support and for whom the User has obtained the consent or other legal basis necessary to send that Personal Data to Cribl and for Cribl’s use of that Personal Data under this Privacy Policy.

If a User provides Personal Data that it is not allowed to send to Cribl, the User must immediately contact Cribl by email at privacy@cribl.io; Cribl will delete all such Personal Data from Cribl Services to the extent identifiable by Cribl. If Cribl becomes aware that it has received such Personal Data, Cribl will notify affected Users and delete the Personal Data from Cribl Services, each to the extent identifiable by Cribl.

(2) Visit Data.

User Data does include information automatically obtained by visiting or otherwise accessing Cribl Services that is Personal Data (“**Visit Data**”). Specifically, Visit Data includes a User’s IP address, the date and time of the User’s visit, the User’s browser and device information, information contained in cookies and tracking technologies (“**cookies**”), what parts of Cribl Services the User accessed or visited, Internet traffic information, and information from third parties, but all only to the extent to which such data is Personal Data.

(3) Cookies.

Cribl’s website and some Cribl Services use cookies to collect data, include cookies described [here](#). These cookies may collect User Data, as well as opt-in information for this Privacy Policy, Visit Data, and other information that allows Cribl Services to recognize Users on return visits, track Users’ use of Cribl Services, save settings for Users, and otherwise deliver a consistent experience for Users. Cookie settings are separated into categories, Strictly Necessary, Functional, Performance, and Targeting. Strictly Necessary cookies are required to use the

Cribl's website and store cookie settings; Users can manage cookie settings for Functional, Performance, and Targeting Cookies.

(4) Operational Data.

User Data does not include non-identifiable information that is automatically collected by accessing Cribl Services and is not Personal Data (“**Operational Data**”). Specifically, Operational Data includes telemetry data received by Cribl through Cribl Services, statistical data, aggregate summary data, and other information generated by Cribl Services related to the operation or performance of Cribl Services where the information does not include Personal Data. This includes information on the version, instance, and license identifier of the Cribl Services being used, as well as log in dates and times, the number of events used, data volume used, and the number of resources or features such as connections, sources, destinations, and pipelines that are created or used.

(5) Personal Data of Children.

Cribl does not knowingly receive, process, store, or otherwise use the Personal Data of children under sixteen years of age, nor may children under sixteen years of age use Cribl Services. If a User provides Personal Data of such children to Cribl or Cribl Services, the User must immediately contact Cribl by email at privacy@cribl.io; Cribl will delete all such Personal Data from Cribl Services to the extent identifiable by Cribl. If Cribl becomes aware that it has received Personal Data of a child, Cribl will notify affected Users and delete all Personal Data of the child from Cribl Services, each to the extent identifiable by Cribl.

B. Information Collected through Cribl Services.

Cribl may collect User Data, including Personal Data, through the use of the following Cribl Services: Cribl Online Services. Cribl may collect the following User Data through Cribl Online Services: first name, last name, email address, company name, phone number, and country.

In addition, Cribl may also collect Visit Data, Cookies, Operational Data, and information related to Cribl's normal business operations.

C. Information Collected through Normal Business Operations.

Cribl may collect User Data, including Personal Data, as part of its normal business operations, including its business operations with Users. Business operations include the management of business relationships, customer support activities, billing, and marketing activities, as well as contracting and marketing activities and events, and correspondence with Cribl through phone, email, or other methods. Such information includes company name, contact information of company employees and agents, financial information, payment information, purchase orders and licensing agreements, usage information for Cribl Services, and information related to

Users' users and administrators, each of which may include Personal Data. Cribl maintains support tickets and related records for all customer support requests and issues.

3. Use of User Data.

A. Generally

Cribl receives, processes, stores, and otherwise uses certain information through Cribl Services and normal business operations. Cribl may use User Data without restriction to the extent it does not include Personal Data and is not otherwise subject to contractual or legal restrictions that would prevent such use.

Beyond the use described in this Privacy Policy, Cribl will process Personal Data only to the extent to which the applicable User or Users has or have granted express consent. Cribl does not use Operational Data to identify Users without collecting additional consent from the affected Users. The processing and other of User Data collected using social media features is governed by the given social media platform's privacy policies.

B. Lawful Bases for Use of User Data

Cribl may use User Data, including Personal Data, for processing with Cribl Services and normal business operations with Users and other persons and entities. Cribl's use has at least one lawful basis for using User Data for these purposes, including the Users' consent to process User Data for the purposes of performing the given User's contract or agreement with Cribl, the necessity of processing the information to enter into a contract or agreement with a User at the User's request, the necessity of processing the information to perform the User's contract or agreement with Cribl, the necessity of processing for Cribl to comply with a relevant legal obligation, a User's clear consent to the processing, and Cribl's legitimate interests in operating Cribl Services subject to Users' rights, interests, and revocations of consent.

Cribl may use User Data, including Personal Data, to protect Cribl Services, Cribl's confidential and proprietary information, and Cribl's employees, equipment, and premises, or other persons or entities and the employees, equipment, and premises of such persons or entities. Cribl may also use User Data, including Personal Data, to manage and investigate suspected illegal activities, risk exposure, violations of contracts or legal requirements, fraud, and claims or other liabilities, and to cooperate with public authorities for law enforcement or national security purposes, if Cribl receives a lawful request, and as otherwise required by law or regulation.

C. Use of User Data Through Cribl's Website.

Cribl may receive, process, store, or otherwise use Personal Data through Cribl's website. Cribl is a data processor and data controller for the purposes of the GDPR and other applicable data protection laws and regulations relative to Cribl's website insofar as it receives, processes, stores, or otherwise uses Personal Data. Cribl is not a data processor or data controller relative

to other Cribl Services that receive, process, store, or otherwise use only Operational Data. Currently, Cribl's website receives, processes, stores, or otherwise uses Personal Data and Operational Data.

Cribl's use of User Data for processing through Cribl's website includes operating, evaluating, maintaining, improving, developing, and monitoring Cribl Services, and providing Users with requested Cribl Services and customizing Cribl Services to Users' needs and requests. Cribl may use User Data to monitor performance, access, usage, log, and transactional information related to the operation of Cribl's website and may use User Data to improve and develop Cribl Services, including as to the security of Cribl Services and the operation of services provided by Cribl's business partners as part of Cribl Services.

D. Use of User Data Through Cribl Services.

(1) Cribl Services other than Cribl Online Services.

Cribl does not receive, process, store, or otherwise use Personal Data through Cribl Services other than Cribl Online Services. Cribl is not a data processor or data controller for the purposes of the GDPR and other applicable data protection laws relative to such Cribl Services because those products and services do not send Personal Data to Cribl. Users are the data processors and data controllers for Personal Data processed through Cribl Services because only Users process and control all such Personal Data.

Cribl uses information collected through forms in Cribl Services such as "Contact Sales" to contact Users who requested contact about sales or other requested activities.

(2) Cribl Online Services

Cribl may receive, process, and transmit User Data containing Personal Data through Cribl Online Services only if a User sends Personal Data into Cribl Online Services. Cribl does not store any data processed through LogStream Cloud, but may store data involving other Cribl Online Services. Cribl is a data processor for the purposes of the GDPR and other applicable data protection laws relative to the use of Cribl Online Services by Users unless LogStream Cloud is installed in a User's private cloud, in which case the applicable User is the data processor for data processed through LogStream Cloud. Users are data controllers for Personal Data processed through Cribl Online Services.

Cribl uses information collected through Cribl Online Services to create and manage accounts, verify accounts, and associate Users to accounts, as well as to manage access to, availability of, and security for Cribl Online Services, including as to information on what Users have logged in to Cribl Online Services, the availability of resources related to the operation of Cribl Online Services, and other security-related information. Cribl also uses information collected through Cribl Online Services to conduct its business operations described below.

Cribl uses information collected through Cribl Online Services by forms such as “Contact Sales” to contact Users who requested contact about sales or other requested activities.

E. Use Through Cribl’s Normal Business Operations.

Cribl may receive, process, store, or otherwise use User Data, including Personal Data, through Cribl’s normal business operations. Cribl is a data processor and data controller for the purposes of the GDPR and other applicable data protection laws and regulations relative to Cribl’s normal business operations insofar as its normal business operations receive, process, store, or otherwise use Personal Data.

Cribl’s use of User Data for its business operations with Users and other persons or entities includes contacting Users, processing payments and other financial transactions with Users, contracting with Users, providing customer support to Users, billing Users, and marketing to Users when it is lawful for Cribl to do so.

Cribl also uses information collected through Cribl’s normal business operations to send information about Cribl Services to Users through email for Users who opt-in to receiving those communications.

If a User wishes to unsubscribe from receiving certain email communications, the User may unsubscribe by opting out of email notifications, emailing privacy@cribl.io, or sending a written request to Cribl, Inc., Attn: Legal Operations, 12333 Sowden Rd Ste B, PMB 30604, Houston, Texas 77080-2059.

F. Use by Sub-processors.

Cribl uses the sub-processors listed at <https://cribl.io/legal/subprocessors> to process certain User Data. Cribl will communicate changes to its sub-processors through updates to that website and as otherwise required by law.

4. Disclosure of User Data.

Cribl does not disclose Personal Data to third parties except as provided in this Privacy Policy. Cribl does not sell or rent Personal Data to third parties. Cribl may disclose User Data without restriction to the extent it does not include Personal Data and is not otherwise subject to contractual restrictions that would prevent such disclosure.

Cribl may disclose User Data with affiliated businesses and third-party service providers to assist Cribl in the operation of Cribl Services and conducting Cribl’s normal business operations, each subject to applicable contractual restrictions involving those affiliates and applicable Users. Cribl does not disclose User Data with affiliated businesses or third-party service providers for an affiliate’s own use but may disclose User Data with third parties in connection

with a potential or actual sale of Cribl or the assets of Cribl or affiliate where User Data may be one of the transferred assets.

Cribl may disclose User Data, including Personal Data, to protect Cribl Services, Cribl's confidential and proprietary information, and Cribl's employees, equipment, and premises, or other persons or entities and the employees, equipment, and premises of such persons or entities. Cribl may also disclose User Data, including Personal Data, to manage and investigate suspected illegal activities, risk exposure, violations of contracts or legal requirements, fraud, and claims or other liabilities, and to cooperate with public authorities for law enforcement or national security purposes, if Cribl receives a lawful request or is otherwise required by law or regulation.

5. Protection of User Data.

Cribl takes reasonable steps to secure User Data from unauthorized access, improper use or disclosure, unauthorized modification or destruction, and accidental loss, including through encryption and pseudonymization, maximizing Cribl's stability and uptime, using reasonable backup and disaster recovery procedures, security policies and procedures, security services, role-based access for Cribl Services and Cribl's systems, endpoint protection and intrusion detection technologies, and regular security and vulnerability testing. Cribl protects User Data with the same level protection no matter where Cribl stores its data.

Cribl contractually requires affiliated businesses and third-party service providers to provide the level of protection for Personal Data that is required by applicable laws and will remain liable if one of its affiliated businesses or third-party service providers processes Personal Data in violation of applicable law. However, no service can be completely secure, error free, or always available and Cribl Services and Cribl's infrastructure may be compromised. Cribl is not responsible for unauthorized or unintended access, improper use or disclosure, unauthorized modification or destruction, or accidental loss that is beyond Cribl's control or that occurs despite Cribl's reasonable protections.

6. Disposition of User Data.

Cribl will keep User Data, including Personal Data, for only as long as required to fulfill the purposes for which it was collected or processed. In some circumstances Cribl, may retain User Data, including Personal Data, for a longer period than required to fulfill the purposes for which it was collected or processed. Such circumstances include when Cribl is required to do so to comply with a legal, tax, or accounting requirement, or when required to do so by a governmental authority. Cribl may also retain User Data, including Personal Data, for a longer period corresponding to a statute of limitations in order to have an accurate record of Users' dealings with Cribl in the event of any complaints or other issues.

7. User Rights.

Subject to applicable law and regulations, a User may have rights involving his or her own Personal Data. A User's rights may impose obligations on Cribl, but certain obligations may fall to the data controller for the User's Personal Data instead of Cribl if Cribl is not the data controller.

A User's rights may include the right to access, including the right to receive (1) a free copy every year of his or her Personal Data that Cribl has received, processed, stored, or otherwise used to the extent identifiable and stored by Cribl, the categories of such Personal Data, the purpose or purposes of Cribl's use of such data, and whether automated decisions or profiling occurs and, if so, the logic involved, significance, and likely consequences of such Cribl's receipt, processing, storage, or other use of such data; (2) a list of any third-party recipients of Personal Data and what safeguards are in place to protect the data being transferred; (3) a list of third-party data sources of a User's Personal Data not collected from the User directly; and (4) a description of how long Cribl will store Personal Data or, if such a period is not determinable, how the length of the period would be determined. Cribl may charge a reasonable fee for subsequent requests for, and copies of, Personal Data.

A User's rights may include the right to correct, without any undue delay, any inaccurate Personal Data to the extent identifiable and stored by Cribl, including the right to have incomplete Personal Data completed where appropriate given the purposes of Cribl's receipt, processing, storage, or other use of such data.

A User's rights may include the right to erase, without any undue delay, Personal Data if (1) the Personal Data is no longer necessary for the purpose or purposes for which it was received, processed, stored, or otherwise used; (2) the User withdraws his or her consent regarding his or her Personal Data and there is no other legal basis for receiving, processing, storing, or otherwise using that Personal Data; (3) the User objects to the receipt, processing, storage, or other use of his or her Personal Data and there are no legitimate grounds for processing, storing, or other use of that Personal Data; (4) the Personal Data have been unlawfully received, processed, stored, or otherwise used; (5) the Personal Data are required to be erased to comply with a legal obligation, (6) the Personal Data have been collected in relation to the offer of information society services, or (7) the Personal Data must otherwise be erased from Cribl's Services as required by the GDPR, the CCPA, or other applicable law or regulation.

A User's rights may include the right to data portability where the User has the right to receive his or her Personal Data in a structured, commonly used, and machine-readable format, and the obligation for the data controller of the Personal Data to transmit those data to another data controller, without undue hindrance, to the extent such transfer is technically feasible.

A User's rights may include the right to complain to a supervisory authority for data protection, including the User's local supervisory authority. Cribl will not discriminate against any User who exercises his or her rights under applicable data protection laws and regulations.

8. Contacts for Privacy and User Data Issues.

Please contact Cribl at privacy@cribl.io for any questions and requests related to this Privacy Policy, including regarding Users' rights and Personal Data.

Please note that if you contact Cribl regarding Personal Data for which Cribl is a data processor, Cribl will refer your request to the applicable data controller for the User's Personal Data to the extent that the applicable data controller can be identified.

Cribl requires proof of identity and may charge a fee where permitted by law, especially if a User's request is manifestly unfounded or excessive. Cribl will not use Personal Data obtained to establish a User's identity for any purpose other than the verification of the User's identity. Cribl will attempt to respond to all questions and requests within applicable timeframes.

9. Updates.

Cribl reserves the right to update this Privacy Policy at any time without prior notice. Cribl will process User Data in accordance with the Privacy Policy that a User consented to at the time of the User's consent.

Upon any change to this Privacy Policy, Cribl will notify Users with a conspicuous website notice; Users' continued use of Cribl Services constitutes consent to the updated Privacy Policy.

Services Addendum

1. Application and Scope.

This services addendum (“this Services Addendum”) applies to Services that Cribl may provide to you through an applicable Order under Cribl’s Standard Terms of Service or other written agreements between you and Cribl that incorporate this Services Addendum by reference (“Applicable Agreements”). “Order” is defined under Cribl’s Standard Terms of Service.

This Services Addendum supplements Applicable Agreements. In the event of a conflict between this Services Addendum and an Applicable Agreement, the terms and conditions of this Services Addendum shall control unless specifically superseded by the terms and conditions provided in an Applicable Agreement.

2. Services.

Cribl will provide you with Services as agreed to by you and Cribl in an Order under an Applicable Agreement. Services may include delivery services, advisory services, or other services and deliverables (“Services”). Delivery services may include direct assistance with deployments, custom configurations, integrations, and other related services. Advisory services may include assistance with implementation and technical questions that do not involve access to or configuration of your systems. Other services may include professional services.

Cribl will provide all Services with the highest standard of skill, diligence, and effort applicable to Services provided in this industry. Cribl will devote the resources necessary to complete all Services in the timeframes provided in the applicable statement of work.

3. Service Packages and Service Credits.

Orders under an Applicable Agreement shall document the purchase of Services under an applicable Order. Services may be purchased as service packages for fixed, pre-defined Services provided by Cribl or an authorized partner (“Service Packages”), or as service credits that can be used to obtain any type of Services provided by Cribl or an authorized partner (“Service Credits”).

You must provide payment for applicable Orders before Cribl will begin providing Services. Service Packages not used within 90 days of an applicable Order will be

lost with no refund except as provided otherwise by the given Service Package. Service Credits not used within 365 days of an applicable Order will be lost with no refund. Service Packages and Service Credits cannot roll over or be transferred.

4. Intellectual Property.

Cribl reserves all rights to all products, services, and information offered through Cribl's website, <https://cribl.io>, and Cribl.Cloud, <https://cribl.cloud>, including all intellectual property rights related to Services and Cribl's products and services except as Cribl provides otherwise ("Cribl Products").

Cribl reserves all right to all software, services, deliverables, or other work product related to or developed through Services except as specifically provided by an applicable Order, as well as all pre-existing methodologies, tools, techniques, software, and other intellectual property owned by Cribl, modifications to or configurations of Cribl Products made while performing under this Services Addendum, and any methodologies, tools, techniques, software, or other intellectual property developed while performing Services.

You own all rights related to deliverables provided to you under this Services Addendum to the extent specifically provided in an applicable Order. Such work products are works made for hire. If no rights to a deliverable are specifically provided in an applicable Order, Cribl retains all rights related to the deliverable. You may use such deliverables provided to you under this Services Addendum as provided in an applicable Order.

5. Statements of Work and Service Briefs.

Except for Services provided as Service Packages, the Services provided under an Order shall be described in statements of work issued under the Order by agreement between you and Cribl. Statements of work provide the technical details, deliverables, timeframes for the delivery of the Services and deliverables, and other terms relevant to the Services to be provided. Statements of work also set out the applicable usage and usage rates of Service Credits. Statements of work are not required for purely advisory services so long as applicable usage and usage rates of Service Credits are set out in an applicable Order or are otherwise agreed to in writing by you and Cribl.

Services provided under an Order for a Service Package, shall be provided as described in applicable service briefs provided on Cribl's website

at <https://cribl.io/legal/service-briefs/>. Applicable service briefs are incorporated by reference into this agreement. Cribl may change service briefs after providing notice on the website of the changes; changes to service briefs become effective as provided in the notice. Your Services will be subject to applicable service briefs in effect on the effective date of an applicable Order.

6. Deliverables.

Cribl will provide deliverables that substantially conform to the description provided in the applicable statement of work or service brief for a period of up to thirty (30) days after the date Cribl provided the deliverable. If a deliverable does not substantially conform to the description during that period, you must notify Cribl of the non-conformity during the thirty-day period. Upon notice, Cribl will correct the deliverable so that substantially conforms to the applicable description or, if Cribl cannot correct the service deliverable, credit you for the Service Credits attributable to developing that service deliverable, or credit you for the reasonable portion of the Service Package attributable to developing that service deliverable.

You cannot download, deploy, or use deliverables in any way that violates any legal requirement or right of a third party. You cannot modify deliverables, create derivative works from deliverables, or reverse engineer any part of deliverable unless you own the deliverable as provided under this Services Addendum.

7. Meetings.

Cribl may perform Services through meetings scheduled with you at times, and for specific periods of time, that are mutually agreed in a statement of work or other writing. You must provide at least 48-hours' written notice to cancel or change the length of scheduled meetings. If you fail to provide such notice, the meeting will be subject to the full charge for the originally scheduled meeting.