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# Welcome to Legal @ Cribl

From Privacy Policies to Terms and Conditions, this microsite is your one-stop shop for all things Legal at Cribl.

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## Terms of Service

*Version 2.04*

## 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. The laws of California govern this agreement and all disputes shall be resolved in state or federal courts in California. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

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, signing an applicable Order, or clicking “I agree” or similar terms when first downloading, installing, or using Cribl Products, as applicable. You accept this agreement as to Cribl’s website, <https://cribl.io>, Cribl.Cloud, <https://cribl.cloud/>, and the Cribl Pack Dispensary, <https://packs.cribl.io>, by using those resources. If you accept this agreement, you can use Cribl Products as provided by this agreement until the applicable Order or this agreement ends. Orders made through this agreement shall automatically renew for additional one-year periods unless otherwise provided in the applicable Order. 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.

An Order through a managed services provider (MSP), an original equipment manufacturing (OEM) partner, or similar partner shall be subject to such terms, conditions, and product configurations as may be applicable to Cribl Products provided through the given partner.

## **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 offers some Cribl Products that can be managed, operated, or deployed through Cribl.Cloud ("Cloud 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, Cribl.Cloud, 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.**

#### **3.1 Licensed Use.**

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 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.

Cribl may use free- or open-source software in its products or services, including without limitation as described in Cribl's documentation available at <https://docs.cribl.io/>. Such software may have additional terms and conditions, but those terms and conditions will not restrict your use of Cribl's products or services.

### **3.2 Payment Terms.**

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 or, if a fee schedule is not included in your Order, at <https://cribl.io/cribl-pricing> or otherwise on Cribl's website; the applicable fee schedule is incorporated by reference into this agreement. Cribl may change the fee schedule located on its website after providing notice on its website; changes to the fee schedule located on Cribl's website become effective as provided in the notice. You will be charged the fees that are in effect on the day of your use based on the applicable fee schedule.

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 invoice you as provided by this agreement and your Order. On renewals, Cribl will invoice you at the end of the applicable Order. You must pay an invoice within thirty (30) days of receiving the invoice or as otherwise provided by the applicable Order.

All payments under this agreement shall be made without any deduction for any taxes, levies, imposts, duties, fines, interest, penalties, or other charges imposed by any government or other regulatory authority ("taxes") except as to taxes based on the net income or property of you or Cribl, or withholding taxes imposed in lieu thereof, and then only as required by law. Payments due shall be increased so that amounts received by Cribl after the deduction of taxes imposed by any governmental authority will be equal to the amounts required under this agreement if no taxes were due. Cribl may invoice you for sales, use, value added, goods, services, or similar taxes directly attributable to your receipt of Cribl Products under this agreement. You shall indemnify Cribl for the full amount of applicable taxes.

### **3.3 Cribl Credits.**

You may purchase credits that may be used on Cribl's website to pay fees for future use of Cloud Products ("Cribl Credits"). Cribl Credits can roll over to subsequent agreement terms through a renewal of the previous agreement term; Cribl Credits cannot be refunded or transferred. Cribl may provide

other credits, as provided in this agreement or as Cribl may provide in its complete discretion, that may also be used on Cribl's website to pay fees for Cloud Products ("Cloud Product Credits"). Cloud Product Credits expire at the end of the agreement term in which they accrued them and cannot roll over to subsequent agreement terms or be refunded or transferred.

### **3.4 Data Processing.**

Your use of Cribl Products is subject to the data processing addendum described in your Order or, if no data processing addendum is described in your Order, at <https://cribl.io/legal/dpa>; the applicable data processing addendum is incorporated by reference into this agreement. Cribl may change the data processing addendum located on its website after providing notice on its website of the change; changes to the data processing addendum become effective as provided in the notice. Your use will be subject to the data processing addendum in effect on the day of your use.

### **3.5 Services and Support.**

Cribl will provide services as provided in your Order and subject to the services addendum described in your Order or, if no services addendum is described in your Order, at <https://cribl.io/legal/services>; the applicable services addendum is incorporated by reference into this agreement. Cribl may change the services addendum located on its website after providing notice of the website of the change;

changes to the services addendum become effective as provided in the notice. Your services will be subject to the services addendum in effect on the day Cribl provides the given service.

Cribl will provide support services for Cribl Products as described at <https://cribl.io/support> or as otherwise provided in your Order. 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, except that Cribl will only provide maintenance updates for the current version of Cloud Products.

### **3.6 Cloud Availability.**

Cribl will provide Cloud Products with at least 99.9% availability during any thirty-day period; Cloud Products that Cribl designates as free or that involve customer-managed components in a hybrid cloud deployment do not have a minimum availability requirement.

Availability calculations for Cloud Products that Cribl designates as Search-based are based on your ability to submit a query to Search-based Cloud Products over all five-minute periods of a thirty-day period. If you are unable to submit a query during a five-minute period, the



corresponding Search-based Cloud Product is deemed unavailable for that five-minute period; if no submissions are made during a five-minute period, that Search-based Cloud Product is deemed available for that five-minute period. Availability calculations for all other Cloud Products are based on the availability of the given Cloud Product for processing during a thirty-day period.

Availability calculations do not include scheduled and emergency maintenance, disruption due to your equipment or system failures, your failure to comply with this agreement, or any disruption outside of Cribl's reasonable control, including without limitation wide-spread Internet outages and acts of God.

If Cribl does not provide Cloud Products with the applicable minimum uptime, Cribl will provide you with Cloud Product Credits equal to 5% of your previous month's usage from the month in which the disruption occurred if the disruption is between 99% and 99.9% uptime, 10% if between 98% and less than 99%, and 20% if less than 98%.

To request a Cloud Product Credit, you must submit a ticket to support with sufficient information and documentation to show the qualifying downtime. Cribl will review the request and make determinations, within thirty days of receiving your request and in its complete discretion, of whether and the extent to which a qualifying downtime occurred. Cribl will provide appropriate Cloud Product Credits within thirty days of determining a qualifying downtime occurred.

### **3.7 Compliance.**

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 at <https://cribl.io/legal/ca>; the compliance addendum is incorporated by reference into this agreement. You and Cribl must comply with all applicable anti-bribery, anti-corruption, anti-money laundering, sanctions, and prohibited-country requirements, limitations, and rules. 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, or store information in or through 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 agreed to by Cribl in your Order.

### **3.8 Acceptable Use.**

Cribl may suspend your use of Cloud Products if Cribl reasonably believes you are using Cloud Products in violation of applicable law, disrupting Cribl's systems or other users, or otherwise using a Cloud Product inappropriately. Cribl may implement changes to Cloud Products as necessary and without prior notice or consent.

#### **4. Data and confidentiality.**

You and Cribl own our respective data and confidential information. Your data and confidential information include 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 available at <https://cribl.io/privacy-policy> and incorporated by reference into this agreement. Your data does not include Cribl's operational data as described in Cribl's Privacy Policy or Cribl's confidential information.

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, audit information such as SOC2 and penetration-testing reports, 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.

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 record keeping requirement.

## **5. Limited warranties and 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.

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, A VIOLATION OF THE CONFIDENTIALITY REQUIREMENTS IN SECTION 4, OR CRIBL'S INDEMNIFICATION OBLIGATIONS.

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, CRIBL.CLOUD, 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.

Notwithstanding the foregoing, Cribl will indemnify you for damages awarded against you from a third-party claim that Cribl Products infringe the intellectual property rights of that third party except to the extent the infringement arises from your breach of this agreement, the use of your data or any software or technology other than Cribl Products, or otherwise from your actions. Cribl may, in its sole and complete discretion, modify a Cribl Product to make it no longer infringe a third-party right, obtain authorization for you to continue using a Cribl Product under this agreement, or terminate this agreement or an Order and refund prior payments attributable to the unused remainder of the contract term of paid usage as provided in Section 6.

To be eligible for indemnification, (1) you must promptly notify Cribl in writing of the action, proceeding, or other claim that may give rise to damages, and no later than notice sufficient to allow Cribl to respond to such claims without prejudice; (2) you must reasonably cooperate with Cribl at Cribl's expense; and (3) Cribl must have exclusive right to control and direct the investigation, defense, or settlement of such claims. You may participate in the defense of such claims at your expense. You may not settle such claims without Cribl's prior written consent unless the settlement fully and unconditionally releases Cribl from liability and does not require Cribl to pay any amount, take any action, or admit any liability.

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 for any reason by providing written notice to the other party. 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 paid usage, as applicable.

Upon termination of this agreement, Cribl will refund prior

payments attributable to the unused remainder of the contract term or paid usage except for Cribl Credits, Cribl Product Credits, Service Credits, or other prior payments made related to Cloud Products.

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](mailto:notice@cribl.io). Cribl must send all notices related to this agreement in writing to the email address you used to accept this agreement below. You and Cribl agree that notices sent pursuant to this agreement are legally sufficient for all purposes.

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Past Versions: [v2.03](#) | [v2.02](#) | [v1.07](#) | [v1.06](#) | [v1.05](#) | [v1.04](#) | [v1.03](#) | [v1.02](#) | [v1.01](#) | [v1.00](#)



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