

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is by and between Fivetran Inc., a Delaware corporation with a place of business at 1221 Broadway, Suite 2400, Oakland, CA 94612, and the party accepting this Agreement (the "Other Party").

BY CLICKING "ACCEPT" TO THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF OR ON BEHALF OF THE OTHER PARTY AND UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. If this Agreement is entered into on behalf of a company (such as an employer) or other legal entity, you represent and warrant that you are authorized to bind that entity to this Agreement, in which case "Other Party" shall refer to that entity (otherwise, "Other Party" shall refer to you as an individual). The "Effective Date" of this Agreement is the date the Other Party accepts this Agreement.

1. PURPOSE. The parties wish to explore a business opportunity of mutual interest (the "Purpose") and in connection with the Purpose, each party (the "Disclosing Party") may disclose or have already disclosed to the other (the "Receiving Party") certain confidential technical and business information that the Disclosing Party desires to be treated confidential. Nothing obligates either party to proceed with any transaction related to the Purpose, and each party reserves the right, in its sole discretion, to terminate the discussions related thereto.
2. CONFIDENTIAL INFORMATION. Subject to the following limitations, all information disclosed by or on behalf of the Disclosing Party to the Receiving Party in connection with the Purpose during the term of this Agreement, whether in oral, written, graphic or electronic form, the Disclosing Party has either marked as confidential or proprietary, the Disclosing Party has identified in writing as confidential or proprietary within 30 days of disclosure to the Receiving Party, or that a prudent business person in Receiving Party's position would conclude is confidential given the nature of the information or the circumstances surrounding its disclosure, shall be deemed to be "Confidential Information". Confidential Information does not include information that: (a) is part of the public domain at the time of disclosure; (b) becomes a part of the public domain through no breach of this Agreement by the Receiving Party or any of its Representatives (as defined below); (c) becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source legally entitled to share the information without confidential treatment; (d) is independently developed by the Receiving Party or its Representatives without use of or access to the Disclosing Party's Confidential Information; (e) is released from the confidentiality obligations herein by written consent of the Disclosing Party; or (f) is already known to or in the possession of the Receiving Party or any of its Representatives.
3. NON-USE AND NON-DISCLOSURE. Except as otherwise expressly permitted hereunder, the Receiving Party will not: (a) use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning the Purpose; (b) disclose any Confidential Information of the Disclosing Party to any third parties, except to Receiving Party's and its Affiliates' agents, employees and professional advisors ("Representatives") who have a need to know such information for the Purpose and who are subject to confidentiality agreements with the Receiving Party at least as protective of the Disclosing Party's Confidential Information in this Agreement or, in the case of professional advisors, are bound by legal duties to keep such Confidential Information confidential consistent with the terms of this Agreement and, in such case, the Receiving Party will be responsible for any breach of this Agreement by its Representatives; and/or (c) reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the Disclosing Party's Confidential Information provided hereunder. Receiving Party may disclose the Disclosing Party's Confidential Information as required to be disclosed by law by any governmental or other regulatory authority, securities exchange or pursuant to the terms of a valid and effective subpoena or court order; provided that the Receiving Party promptly notifies the Disclosing Party (to the extent permitted) of the existence, terms and circumstances surrounding such a request so that the Disclosing Party may seek appropriate protective action. In the event that no

protective order or other remedy is obtained by the Disclosing Party or Disclosing Party waives compliance with the confidentiality obligations of this Agreement, Receiving Party or any of its Representatives may disclose the Confidential Information it is advised by counsel (which may be in-house counsel) it is legally required to disclose.

4. MAINTENANCE OF CONFIDENTIALITY. The Receiving Party shall take at least those measures that it takes to protect its own Confidential Information of a similar nature, but in no case less than reasonable care. Receiving Party shall promptly, when made aware, use reasonable efforts to notify the Disclosing Party of any use or disclosure of Disclosing Party's Confidential Information in breach of this Agreement.
5. NO LICENSE; NO WARRANTIES. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right, copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein. **ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.**
6. RETURN OR DESTRUCTION. On the Disclosing Party's request, the Receiving Party and its Representatives will return or destroy all Confidential Information of the Disclosing Party that has been supplied to or acquired by the Receiving Party and its Representatives, other than: (a) records the Receiving Party or its Representatives have a separate legal right or obligation to retain; and (b) copies of such Confidential Information created in the ordinary course of the Receiving Party's or its Representatives' business and retained in accordance with their internal document retention and information technology policies. To the extent the Receiving Party or any of its Representatives retain such Confidential Information, the Receiving Party and such Representatives will continue to protect such Confidential Information in accordance with this Agreement.
7. TERM; SURVIVAL. This Agreement shall expire one year from the Effective Date. This Agreement may be earlier terminated by either party at any time upon 30 days' prior written notice to the other party. Notwithstanding the termination or expiration of this Agreement, each parties' rights and obligations imposed by Sections 3 through 6 with respect to Confidential Information of the Disclosing Party will survive for three years from the date of expiration or termination; provided that with respect to Confidential Information that constitutes a trade secret of the Disclosing Party under applicable law, such rights and obligations will survive such termination until, if ever, such Confidential Information loses its trade secret protection under applicable law, other than due to an act or omission of the Receiving Party or its Representatives in violation of this Agreement.
8. GOVERNING LAW AND JURISDICTION; REMEDIES. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal action relating to this Agreement must be brought in the federal or state courts in San Francisco or Alameda Counties, California. The parties hereby accept generally and unconditionally the jurisdiction, resolution method, and venue noted above. The prevailing party is entitled to recover all reasonable fees, costs and expenses of enforcing its rights, including reasonable attorneys' fees. Each party agree that a breach by a party of this Agreement (real or threatened) may cause irreparable injury to the other party, entitling such non-breaching party to seek injunctive and other equitable relief in addition to other legal remedies.
9. MISCELLANEOUS. "Affiliates" means, with respect to any specific party, any other person or entity that, directly or indirectly, through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified party. This Agreement contains the entire agreement between the parties. If any provision of this Agreement is adjudicated invalid or unenforceable, this Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party, except that the foregoing shall not preclude any assignment by operation of law to any successor of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

