Triage – Terms of Use

Last Updated: December 2, 2025

These Triage Terms of Use, together with associated documentation and any other document incorporated by reference herein (collectively, this "Agreement"), govern access to and use of the Triage platform ("Triage") and form a binding legal agreement between Fivetran Inc. ("Fivetran," "we," "our," or "us") and the individual or entity using Triage ("Customer," "you," or "your"). By accessing or using Triage, you represent you are at least eighteen (18) years of age and agree to be bound by this Agreement. If you are entering into this Agreement on behalf of an organization, you represent and warrant that you have the authority to bind that organization, and every reference to "Customer," "you" or "your" hereinafter shall be deemed to refer to such organization.

1. Definitions.

a) "**Connected Systems**" means various data sources from Customer's tech stack components designated for use with Triage.

b) "**Input**" means data, information, or content, including text-based queries, that Customer provides in the course of using Triage. These Inputs may be provided via Third-Party Products.

c) "**Output**" means any data, information, or content generated by Triage in using Connected Systems and in response to Input provided by Customer, either directly by Triage or via a Third-Party Product.

d) "**Third-Party Products**" means separate third party products and services (such as third-party APIs or applications) that are made available to Customer by a party other than Fivetran or its subprocessors and that Customer may choose to use with Triage.

e) "**Usage Data**" means any data, information or operations derived by Fivetran from the use of Triage, including logs, statistics, or reports regarding the performance, availability, usage, integrity or security of Triage (e.g., a user's path through Triage, login frequency, query logs, etc.). For the avoidance of doubt, Usage Data does not include User Content.

f) "**User Content**" means any data, information, or content submitted, uploaded, or otherwise made available to Triage by you including, but not limited to, Inputs and data retrieved from Customer's Connected Systems.

2. Triage Platform; Accounts. Triage is a cloud-based artificial intelligence platform that allows Customers to access data from Connected Systems, centralize that data, and use natural-language chat capabilities to search, document, summarize, respond to user Inputs, and build AI-driven insights or applications. By using Triage, you acknowledge and agree that we must receive, process, view, and store User Content in order to provide and maintain Triage. Triage accounts are provided at an organizational level, not a user level. This means that if multiple users from the same organization create an account, those users will be consolidated into a single combined account with multiple users.

3. License; Acceptable Use. Fivetran will provide to Customer, and Customer will have the right to use and access Triage in accordance with this Agreement. Fivetran grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, worldwide license to access and use Triage and any Outputs solely for Customer's internal business purposes.
Customer shall use Triage and Outputs only in accordance with this Agreement. Customer will not, and will not allow or assist any third party to, directly or indirectly:

a) <u>Violate Law or Rights of Others</u>. Use Triage in any manner that violates applicable law or regulation (including data protection laws), infringes or misappropriates the intellectual property, privacy, or other rights of any third party, or involves fraudulent,

deceptive, harmful, or otherwise objectionable activities.

b) <u>High-Risk or Prohibited Uses</u>. Use Triage or Outputs for any high-risk purpose, as defined in the European Union Artificial Intelligence Act (EU AI Act) or comparable legislation, including without limitation: law enforcement; biometric identification; employee or job-applicant screening; credit scoring or lending decisions; medical diagnosis or treatment; or any application where errors, omissions, or failures could reasonably result in personal injury, physical harm, or other significant adverse consequences.

c) <u>Harmful or Interfering Activities</u>. Use Triage in any manner that could cause material harm to Fivetran or its customers, Triage, or any third party, including as a result of: (i) posting, uploading, transmitting, or introducing any viruses, worms, trojan horses, or other harmful or destructive code or features; (ii) probing, scanning, or testing the vulnerability of Triage, or attempting to breach security or authentication measures without express authorization; or (iii) configuring or using Triage to circumvent any restrictions or requirements under this Agreement.

d) <u>Unauthorized Access, Sharing, or Resale</u>. Copy, distribute, resell, sublicense, rent, lease, transfer, or otherwise make Triage or Outputs available to any third party except as expressly permitted by this Agreement.

e) <u>Reverse Engineering or Competitive Activity</u>. Reverse engineer, decompile, disassemble, modify, create derivative works of, derive or attempt to derive the underlying structure, models, algorithms, or source code of Triage; or use Triage or Outputs to develop, train, retrain, fine-tune, test, improve, or benchmark any artificial intelligence, machine learning, or competing product or service; or remove any proprietary notices or labels.

f) <u>Automated or High-Impact Decision-Making Without Oversight</u>. Use Triage or Outputs to make decisions that create legal effects or similarly significant consequences for individuals (including employment, credit, healthcare, insurance, or financial decisions) without appropriate human oversight and review.

g) <u>Misrepresentation of Outputs.</u> Represent, imply, or suggest that any Output has been reviewed, approved, guaranteed, or endorsed by Fivetran unless expressly authorized.

4. Customer Responsibilities. Customer will:

a) be solely responsible for all use of Triage in accordance with this Agreement. For clarity, this includes without limitation, a user's AI assisted workflows within Triage and any User Content that Customer chooses to process in or through Triage.

b) be solely responsible for the accuracy, content, and legality of User Content provided under this Agreement. Customer represents and warrants that it has obtained all necessary rights, consents, and permissions, to provide any User Content to Fivetran for the operation of Triage and that Customer's use of Triage, and Fivetran's processing of User Content, does and will not violate any applicable law or third-party rights.

c) not upload or connect systems containing personal health information (PHI), payment card data governed by the Payment Card Industry Data Security Standard (PCI DSS), government-classified or export-controlled information, or any other data whose processing by a cloud-based AI system would violate applicable law or create undue risk.

d) be solely responsible for the security relating to its environment and configuration of Triage. This includes implementing and managing procedural, technical, and administrative safeguards sufficient to ensure the confidentiality, security, integrity, and privacy of User Content and follow the principle of least privilege when connecting Triage to Customer's Connected Systems, especially by granting no more than read-only access to data sources. Customer must promptly notify Fivetran of any unauthorized use or security breach involving its account. Fivetran will have no obligations or liability as to any loss resulting from Customer's security configuration or administration of Triage.

5. Third Party Products and Services. Certain Triage features integrate with or rely on Third-Party Products. Customer acknowledges that Third-Party Products are unaffiliated with Fivetran and that the security, availability, and performance of certain Triage features may depend on the security, availability, and performance of such Third-Party Products. Customer is solely responsible for Third-Party

Products, including complying with any licenses, terms, or agreements governing such Third-Party Products. Fivetran will have no responsibility or liability for Third-Party Products or for any issues arising from or relating to Customer's use of Third-Party Products.

6. Ownership of IP and Data

6.1 User Content and Usage Data. Customer retains all rights, title, and interest in and to its User Content. Fivetran shall process User Content and Output solely to provide and maintain Triage and shall not use User Content to train any artificial intelligence or machine learning models. Fivetran may, however, collect Usage Data for purposes of analytics, troubleshooting, support, product improvement and development.

6.2 Outputs, Customer owns and controls the Outputs generated from its User Content and may export or use such Outputs solely for its internal business purposes in accordance with the terms of this Agreement.

6.3 Triage Commitments. We may use Inputs, and the resulting Outputs, to: (i) deliver the requested functionality; (ii) monitor, test, and ensure the proper performance and security of Triage; and (iii) develop and improve Triage and related features.

6.4 Triage Platform; Feedback. Fivetran retains all rights, title, and interest in and to Triage, its software, models, connectors, and infrastructure, any associated documentation, Usage Data, and all related intellectual property. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Triage technology is granted to Customer. If Customer provides any feedback, suggestions, or improvements relating to Triage, Customer grants Fivetran a perpetual, irrevocable, worldwide, royalty-free, fully-paid, and assignable and sublicensable license to use, reproduce, modify, and exploit such feedback for any purpose.

7. Product Improvements and Updates. We reserve the right to make changes to, update, suspend, or discontinue Triage or any of its features at any time upon notice to Customer. Notice may be provided to Customer via email or by posting in Triage.

8. Data Processing; Security

8.1 Personal Data. To the extent User Content includes personal data (as defined under applicable privacy laws), we will process such data in accordance with our Privacy Policy. We may store chat histories to enable Customer to recall prior interactions and enhance functionality of Triage.

8.2 Model Use. Triage relies on AI models provided by OpenAI and Cohere. Documentation regarding the safety, quality, and security of such models can be found through the respective provider. Fivetran endeavors that Triage's use of models will comply with all applicable laws and regulations. Third party model providers that Triage uses do not: (a) store User Content beyond the period reasonably necessary to provide the applicable services, or (b) train or fine tune any such model on User Content.

8.3 Security. We have implemented commercially reasonable technical and organizational measures designed to secure User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your data for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you provide your User Content at your own risk.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information. "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Confidential Information includes, without limitation, non-public information relating to a party's technology, products, services, business plans, pricing, financial and information. Confidential Information does not include information that the Receiving Party can demonstrate: (a) was known to it without restriction prior to disclosure; (b) becomes public through no fault of the Receiving Party; (c) is received from a third party without restriction and without breach of any obligation; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

9.2 Obligations of the Receiving Party. The Receiving Party will: (a) use the Disclosing Party's Confidential Information solely as necessary to perform its obligations or exercise its rights under this Agreement; and (b) protect such information using at least the same degree of care it uses for its own similar confidential information, but not less than reasonable care. The Receiving Party may

disclose Confidential Information only to its and its Affiliates' employees, contractors, subcontractors, and professional advisors ("Representatives") who have a need to know it for purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein. The Receiving Party is responsible for any breach of this Section by its Representatives. If the Receiving Party is required by applicable law, regulation, or court order to disclose Confidential Information, it may do so only to the extent required and, to the extent legally permitted, will provide the Disclosing Party with advance written notice and reasonably cooperate in seeking protective treatment of the information.

9.3 Return or Destruction. Upon the Disclosing Party's written request, the Receiving Party will return or destroy all Confidential Information, except for copies retained as required by law or maintained in routine archival or backup systems. Any retained Confidential Information will remain subject to this Section for as long as it qualifies as Confidential Information.

9.4 Equitable Relief. The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages are inadequate. The Disclosing Party is therefore entitled to seek injunctive and other equitable relief in the event of any actual or threatened breach of this Section.

10. No Warranty; Disclaimer.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAGE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, INDEMNITIES, SERVICE LEVEL COMMITMENTS, SUPPORT OBLIGATIONS, MAINTENANCE COMMITMENTS OR GUARANTEES REGARDING UPTIME, PERFORMANCE, OR RESPONSE TIMES. FIVETRAN DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FIVETRAN DOES NOT WARRANT THAT TRIAGE WILL BE UNINTERRUPTED, SECURE, FREE OF HARMFUL COMPONENTS, DEFECTS, OR ERRORS, OR THAT ANY ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH TRIAGE WILL CREATE ANY WARRANTY.
WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT TRIAGE USES MACHINE LEARNING AND GENERATIVE AI TECHNOLOGIES AND THAT FIVETRAN DOES NOT WARRANT ANY CONTENT IS COMPLETE, ACCURATE OR RELIABLE. FIVETRAN DOES NOT INDEPENDENTLY VERIFY ACCURACY, COMPLETENESS, OR SUITABILITY AND CUSTOMER IS SOLELY RESPONSIBLE FOR EVALUATING THE APPROPRIATENESS OF ANY OUTPUT FOR ITS INTENDED USE. FIVETRAN HAS NO OBLIGATION TO PROVIDE UPDATES, FIXES, ASSISTANCE, OR CONTINUED ACCESS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF TRIAGE.

11. Indemnification. Customer will indemnify and defend Fivetran and its affiliates and its and their respective officers, directors and employees from and against any claims, damages, losses, liabilities, costs, and expenses in connection with any claims arising from or related to: (a) your access to or use of Triage, (b) your breach of this Agreement, (c) User Content and your use of Output, (d) your gross negligence or willful misconduct in the performance of your obligations under this Agreement, or (e) any third party's access to or use of Triage with your username(s), password(s), or other security code(s).

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, BUSINESS OPPORTUNITY, ANTICIPATED GOODWILL, REVENUE, DATA OR DATA USE, WHETHER FORESEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF TRIAGE, YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.
IN NO EVENT WILL WE OR OUR AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS BE LIABLE FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING US$100. THE PARTIES AGREE THAT THIS SECTION APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Term and Termination.

13.1 Term. This Agreement begins on the date Customer first accesses Triage ("Effective Date") and remains in effect until terminated as set forth in this Section 13.

13.2 Access Period and Usage Limits. Customer access to Triage will begin on the Effective Date and will continue until Customer reaches applicable usage thresholds or other limits as determined by us in our discretion (the "Access Period"). Customer acknowledges that Triage may be subject to technical, operational, or usage-based limits, or other constraints that Fivetran may modify from time to time. Fivetran will use reasonable efforts to notify Customer if it approaches such limits. Upon reaching any applicable limits, Customer's access to Triage will expire unless extended by mutual written agreement.

13.3. Fees. During the Access Period, Triage is provided at no charge. Any access beyond the Access Period, or any extension of usage limits, must be agreed upon in writing by the parties. Customer may request extended or additional access by contacting triage@fivetran.com.

13.4 Termination. Customer may terminate this Agreement at any time for any reason upon thirty (30) days written notice, we may suspend or terminate Customer's access to Triage at any time and for any reason without prior notice. Termination of the Agreement will terminate all access to Triage. Upon termination, Customer shall immediately cease all use of Triage, and Fivetran shall promptly delete all User Content and chat history in accordance with its data retention and deletion practices. Termination shall not relieve either party of obligations that by their nature should survive termination including, but not limited to, ownership of IP and data, confidentiality, disclaimers, indemnification, limitations of liability, term and termination, governing law and venue, and the miscellaneous provisions.

14. Export Compliance; International Trade Laws. Customer acknowledges and agrees that it will comply with all applicable export controls, import controls, trade sanctions, and all other applicable international trade laws, regulations and/or any other relevant restrictions in Customer's use of Triage. Customer will not submit to Triage any data controlled under the U.S. International Traffic in Arms Regulations. Each party further represents that it (and with respect to Customer, each user and / or affiliate accessing Triage) is (a) not located in a country or jurisdiction subject to a trade embargo or comprehensive sanctions relevant to this Agreement, (b) not named on any governmental or quasi-governmental denied party or debarment list relevant to this Agreement, and (c) is not owned directly or indirectly by persons who are named on any such list(s).

15. Governing Law and Venue. 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.

16. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersede all prior or contemporaneous understandings. Customer agrees that we may use Customer's name and logo to identify Customer as a user of Triage in our marketing materials and on our website. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Neither party will be liable for any failure or delay in performing its obligations (other than payment obligations) to the extent caused by events beyond its reasonable control. No failure or delay by Fivetran in enforcing any provision of this Agreement shall constitute a waiver thereof. Customer may not assign or transfer this Agreement without Fivetran's prior written consent. Fivetran may assign this Agreement freely. Notices under this Agreement shall be in writing and may be posted to our website, noticed in the product, or delivered electronically to the registered account email address or to legal@fivetran.com. We may update this Agreement from time to time by providing notice to Customer, including by posting an updated version of the Agreement on the website. You should review this page periodically; any updates will take effect upon notice to Customer and continued use of Triage after such posting constitutes acceptance of the modified Agreement. If you do not agree to any part of this Agreement, do not use or access (or continue to access) Triage.