

PREVIEW PRODUCT TERMS OF USE

These PREVIEW PRODUCT TERMS OF USE ("Terms"), together with any associated documentation incorporated by reference herein govern access to and use of the Run Cache platform (the "Preview Product") and form a binding legal agreement between Fivetran Inc. ("Fivetran," "we," "our," or "us") and the individual or entity using the Preview Product ("User," "you," or "your"). By accessing or using the Preview Product, you represent you are at least eighteen (18) years of age and agree to be bound by these Terms. If you are entering into these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization, and every reference to "User," "you" or "your" hereinafter shall be deemed to refer to such organization. These Terms may be updated by Fivetran from time to time upon notice (which may be provided through the Preview Product or via email).

1. Confidential Information. Subject to the following limitations, all information disclosed by or on behalf of one party ("Disclosing Party") to the other ("Receiving Party") in connection with the Preview Product, 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 of Fivetran includes the Preview Product. 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 these Terms 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.
2. 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 for internal evaluation purposes and discussion; (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 and who are subject to confidentiality agreements with the Receiving Party at least as protective of the Disclosing Party's Confidential Information in these Terms or, in the case of professional advisors, are bound by legal duties to keep such Confidential Information confidential consistent with these Terms and, in such case, the Receiving Party will be responsible for any breach of these Terms 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 these Terms, 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.
3. 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 these Terms.

4. Rights. Subject to these Terms, Fivetran hereby grants a limited, non-exclusive, non-sublicenseable right and license to use the Preview Product identified above for its internal non-production evaluation purposes during the Term. No payments shall be made for the use of the Preview Product under these Terms.
5. Term. Unless earlier terminated, these Terms apply only while Preview Products are made available as a preview (pre-GA) feature and will automatically terminate once these features are no longer offered as such (the "Term"). Any continued access to or use of such features after the Term will be governed by Fivetran's then-current generally available terms or other applicable agreement made available by Fivetran. Either party may terminate these Terms immediately upon the other party's material breach or for convenience upon fourteen (14) days written notice. Notwithstanding the foregoing, Fivetran may suspend, restrict, or terminate User's access to the Preview Product, or discontinue the Preview Product (in whole or in part), at any time and for any reason without prior notice. User shall cease use of the Preview Product immediately upon termination of these Terms. Each parties' rights and obligations imposed by Sections 1 through 3 with respect to Confidential Information of the Disclosing Party will survive for three years from the date of expiration or termination of these Terms.
6. Ownership of IP and Feedback. Fivetran retains all rights, title, and interest in and to the Preview Product, its software, models, connectors, and infrastructure, any associated documentation, and all related intellectual property. Except for the express limited rights set forth in these Terms, no right, title or interest in any Fivetran technology is granted to User. Fivetran encourages User to provide it with suggestions and feedback in evaluating the Preview Product (collectively, "Feedback"). Fivetran owns and retains all right, title and interest in and to all Feedback, and may freely use the Feedback, without restriction (excluding any User Confidential Information therein).
7. NO WARRANTY. THE PREVIEW PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, INDEMNITIES, SERVICE LEVEL COMMITMENTS, SUPPORT OBLIGATIONS, MAINTENANCE COMMITMENTS OR GUARANTEES. 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, AND NO ADVICE OR INFORMATION PROVIDED CREATES ANY WARRANTY. FIVETRAN DOES NOT WARRANT THAT THE PREVIEW PRODUCT WILL BE UNINTERRUPTED, SECURE, FREE OF HARMFUL COMPONENTS, DEFECTS, OR ERRORS, OR THAT ANY ERRORS WILL BE CORRECTED. ACCESS TO AND/OR USE OF THE PREVIEW PRODUCT IS AT USER'S SOLE RISK.
8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY (OR THEIR AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING THEIR AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) UNDER THESE TERMS SHALL BE LIMITED TO \$100. NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS WILL LIMIT USER'S LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF FIVETRAN'S INTELLECTUAL PROPERTY RIGHTS IN THE PREVIEW PRODUCT.
9. Miscellaneous. These Terms will be governed by California law, without reference to its conflict of laws principles. All claims arising under these Terms will be litigated exclusively in the federal or state courts of San Francisco, California. The parties submit to jurisdiction in those courts. Neither party may assign or otherwise transfer these Terms 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. Each party shall comply with applicable export and import laws. User is not subject to U.S. sanctions or export restrictions. These Terms represent the entire agreement between the parties and supersede any other oral or written agreements, communications or understandings relating to the Preview Product.

