

# dbt Cloud Terms of Use

Last Updated: October 16, 2025

BY CLICKING "I AGREE" (OR ITS EQUIVALENT) WHEN ACCESSING THE DBT LABS PLATFORMS, CLICKING "CREATE MY ACCOUNT" DURING THE ACCOUNT SIGN-UP PROCESS, EXECUTING AN ORDER FORM WITH DBT LABS, LLC THAT REFERENCES THESE TERMS OF USE ("TERMS") AND/OR USING PRODUCTS OR SERVICES PROVIDED BY DBT LABS, YOU AGREE TO AND ACCEPT THESE TERMS. THE INDIVIDUAL EXECUTING THE ORDER FORM ON BEHALF OF CLIENT REPRESENTS THAT THEY HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF CLIENT. IF CLIENT DOES NOT ACCEPT THESE TERMS, THEN CLIENT MAY NOT USE THE PRODUCTS OR SERVICES PROVIDED BY DBT LABS. AS USED IN THESE TERMS, "CLIENT" MEANS THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE ENTERING INTO THESE TERMS AND "DBT LABS" MEANS DBT LABS, LLC, A DELAWARE, USA CORPORATION.

## 1. Nature of Agreement

The Agreement applies to dbt Labs products and services that Client purchases or otherwise acquires certain quantities of the right to access or use, which may include Subscriptions, Professional Services, Training Services, access to dbt Labs Platforms and other offerings of dbt Labs (collectively, "Services"). The Agreement consists of two components: (1) these Terms and (2) each Order Form. To the extent of any direct conflict between these Terms and any term contained in an Order Form, the terms of the Order Form shall govern. Other than the Order Form, no term included in any confirmation, acceptance, written or oral communication or any other similar document in connection with the Services will modify these Terms or have any force or effect whatsoever except as expressly provided herein.

## 2. Term

The Agreement commences at the start of the Order Term and continues until the expiration or termination of the Order Form (the "Term") unless earlier terminated pursuant to these Terms. Any Services that Client orders may only be used during the Order Term and any Services unused during the Order Term will expire.

## 3. Fees; Payment

**3.1 Fees.** Client agrees to pay the Fees set forth in the Order Form. Any Client use that exceeds Unit quantities specified in the Order Form, to the extent overage is permitted by dbt Labs (applicable to paid self-service Accounts only), will result in additional Fees billed to Client monthly in arrears or as indicated on the Order Form. dbt Labs reserves the right to change any Account Parameters specified in the Order Form upon 45 days notice to Client. dbt Labs may increase the Fees on a prospective basis by informing Client of such increase at least forty-five (45) days in advance.

**3.2 Payment.** Fees and expenses are due and payable as set forth herein and in the Order Form, and are exclusive of any Taxes, withholding, or deduction. Any Client use exceeding Account Parameters will result in additional Fees billed to Client.

**3.2.1 Payment by Credit Card and ACH Transactions.** Client hereby authorizes dbt Labs, as applicable, to charge Client's credit card or other payment instrument or issue an ACH transaction, as follows: (i) for Subscription Fees and expenses, dbt Labs may, as applicable, automatically charge (or issue an ACH transaction for) them and any applicable Taxes in advance on the periodic basis (i.e., monthly or annual) set forth in the Order Form; and (ii) for Account overages and/or any upgrades to the Service that Client orders, dbt Labs may,

as applicable, automatically charge (or issue an ACH transaction for) the associated Account overages and/or Subscription Fees and any applicable Taxes. Client further authorizes dbt Labs to use a third party to process payments and hereby consents to the disclosure of its billing information to such third party. Client may receive a receipt upon dbt Labs's receipt of payment, or Client may obtain a receipt from the dbt Labs Platforms to track Client's Subscription status.

**3.2.2 Payment Against Invoice.** If Client is paying any Fees or expenses by invoice, dbt Labs will invoice Client as follows: (i) for Subscription Fees, dbt Labs will invoice Client in advance on the periodic basis (i.e., monthly or annual) set forth in the Order Form; (ii) for any upgrades to the Service that Client orders, dbt Labs will invoice Client at the time of the order; (iii) for any Account overages, dbt Labs will invoice Client as indicated on the Order Form or Documentation; (iv) for any Professional Services for a set number of hours, dbt Labs will invoice Client the associated Professional Services Fees and any applicable Taxes in advance in full; and (v) for any Professional Services of a recurring nature, dbt Labs will invoice Client the associated Professional Services Fees and any applicable Taxes in advance on the same periodic basis that dbt Labs invoices Client the Subscription Fees for the Service to which the Professional Services relate. All amounts invoiced are due and payable upon Client's receipt of the invoice, unless otherwise specified in the Order Form.

Client will provide current, accurate and complete contact information, billing information, and credit card information, and, where applicable, provide updates of any changes. Changes may be made on Client's billing page on the dbt Labs website.

Except as otherwise specified herein, all Fees, expenses and other amounts paid under the Agreement are non-refundable. Notwithstanding any other provision of this Agreement, dbt Labs may suspend the Services upon ten (10) days written notice if any undisputed payment is past due; dbt Labs will reinstate the Services without undue delay once all past due payments have been made. dbt Labs will not suspend the Services while Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. Any dispute to an invoice (or Agreement modification) not made within ten (10) days of invoice (or notice) date are deemed waived by the Client. Payments that are past due shall accrue interest at the lesser of one and one half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower. If the Services are suspended for non-payment, a re-activation fee may be charged to reinstate them. Client will promptly reimburse dbt Labs for any reasonable expenses of collection, including costs, disbursements, and reasonable outside legal fees incurred, to the extent necessitated by Client's failure to pay amounts that are not being disputed in good faith. We may use a third party to process payments and you hereby consent to the disclosure of your Billing Information to such third party for the limited purpose of payment processing.

**3.3 Taxes.** Client is responsible for paying all Taxes. In the event dbt Labs has the legal obligation to collect and pay Taxes, Client will pay such Taxes pursuant to the payment terms in Section 3.2, unless Client provides dbt Labs with a valid tax exemption certificate prior to or within ten days of the invoice date that is (a) authorized by the appropriate taxing authority and (b) applicable to Taxes. If Client is required to withhold or deduct any Taxes from Fees, then Client agrees to increase the amount payable to dbt Labs by the amount of such Taxes so that dbt Labs receives the full amount of all Fees.

## 4. Termination

**4.1 Termination.** Either party may terminate the Agreement by written notice to the other party or the Client's Authorized User with administrative level privileges can cancel the Account within the settings (a) during the Trial Period, if any, in which case the termination will take immediate effect, (b) for month-to-month subscriptions, at any time outside the Trial Period, in which case the termination shall take effect on the next monthly anniversary date, (c) for Subscriptions that are not month-to-month, if the other party materially breaches the Agreement and does not cure the breach within thirty (30) days after written notice (except in the case of a material breach incapable of a cure or a breach of Sections 7 and 9, in which case no cure period will apply) or (d) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, in which case the termination shall take immediate effect.

**4.2 Effect of Termination; Survival.** If the Agreement or Order Form is terminated by dbt Labs under Section 4.1(c), Client agrees to pay for all Fees and any Account overages, if applicable, up to the effective date of termination. If the Agreement or the Order Form is terminated by Client under Section 4.1(c), Client will be due a refund of any prepaid fees covering the remainder of the Order Form after

the effective date of termination less any used quantities and Fees due and payable to dbt Labs. Upon termination, all rights and obligations of the parties under the Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and other obligations that may reasonably be expected to survive termination.

## 5. Representations and Warranties

**5.1 Representations.** dbt Labs represents and warrants that: (i) it has the authority to enter into the Agreement, (ii) the Professional Services will be performed in a professional and workmanlike manner by qualified personnel, and (iii) this Agreement does not and shall not conflict with any other contract or obligation to which it is a party or by which it is bound. A description of the Services may be provided separately from the Agreement, however, the only representations and warranties provided by dbt Labs are those explicitly described in this Section 5.1.

Client represents and warrants that: (a) it has the authority to enter into the Agreement, (b) its use of the Services will comply with the terms of the Agreement and the Documentation, (c) it has all necessary consents, permissions and approvals required by applicable law for Client's use of Data in connection with Client's use of the Services, (d) Client's Data contains no Prohibited Content, and (e) Client's use of the Data does not and shall not violate any other contract obligations Client has or enters into during the term hereof.

Client acknowledges that dbt Labs's ability to implement and provide the Services is dependent on Client providing dbt Labs complete, accurate, up-to-date, and timely data, information, and other materials. Client agrees to reasonably cooperate with dbt Labs; to provide such data, information, and other materials to dbt Labs; and to cause Client's personnel and third-party service providers to do the same.

**5.2 Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR USAGE OF TRADE. DBT LABS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND DELIVERABLES WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE OR COMPLY WITH REGULATORY REQUIREMENTS APPLICABLE TO CLIENT, OR THAT DBT LABS WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTIONS 5.1(ii), PROVIDED CLIENT HAS GIVEN DBT LABS WRITTEN NOTICE OF THE BREACH WITHIN THIRTY DAYS OF BREACH OCCURRENCE, CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND DBT LABS' ENTIRE LIABILITY, WILL BE FOR DBT LABS TO USE COMMERCIALY REASONABLE EFFORTS TO RE-PERFORM THE DEFICIENT PROFESSIONAL SERVICES AND/OR CORRECT THE DEFICIENCY IN THE SUBSCRIPTION OR DOCUMENTATION. TO THE EXTENT DBT LABS CANNOT ACCOMPLISH THE FOREGOING REMEDY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES, IN WHICH CASE CLIENT WILL RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION.

## 6. Client Account

Client and its Authorized Users may be required to create an Account to access certain Services. Client agrees to provide accurate, complete, and updated contact information for the Account. Each contact must provide unique information, and the contacts may not be non-specific to an individual, generic, misleading, or used by multiple individuals, teams or groups. Client may not (a) authorize or permit multiple individuals to use the same Log-In Credentials, (b) access or create multiple Accounts in a manner that has the effect of reducing or avoiding payment of Fees or circumventing Account Parameters, (c) Client may not rotate (by assigning and reassigning with any regularity) Subscription access between two (or more) individuals unless expressly permitted in the Order Form, or (d) exceed permitted Account Parameters. The parties agree that a violation of this subsection may result in suspension of Services or applicable Accounts or termination of the Agreement for material breach, as determined by dbt Labs in its sole discretion. Client is solely responsible for all activities in connection with its Account and will notify dbt Labs promptly if it becomes aware of any unauthorized use of any Account. Client will ensure that all Authorized Users abide by the terms of this Agreement. In the event a Client's account is terminated under Sections 4.1 (c) or (d), Client and its Authorized Users are prohibited from creating a new Account on the Service

using the same or different names, email addresses or other forms of account verification for one year without the express permission of dbt Labs.

## 7. Confidentiality

The Recipient will: (a) protect the confidentiality of the Discloser's Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care; (b) not use any of the Discloser's Confidential Information for any purpose outside the scope of the Agreement; and (c) not disclose the Discloser's Confidential Information to any party other than its employees, contractors, advisors and agents who are bound by obligations of confidentiality at least as restrictive as those set forth in the Agreement. Upon the written request of the Discloser, the Recipient will return or destroy all Confidential Information without undue delay, except for Confidential Information stored in routine back-up media and not accessible in the ordinary course of business or is otherwise required to be retained for Recipient's compliance, tax, or document retention purposes. Recipient's obligations under this Section shall survive for as long as Discloser's Confidential Information remains in its possession. If the Recipient is legally compelled to disclose any of the Discloser's Confidential Information, the Recipient will, to the extent permitted by applicable law, provide the Discloser prompt prior written notice of such requirement so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Discloser waives compliance with the provisions of this Section, the Recipient will use commercially reasonable efforts to furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and will request that such disclosed Confidential Information be treated confidentially. Recipient's obligations under this Section shall survive for as long as Discloser's Confidential Information remains in its possession.

## 8. Intellectual Property; Feedback; Data

**8.1 Client Data & Platform Data.** As between Client and dbt Labs, Client is the sole and exclusive owner of all Data, including all proprietary rights and obligations therein. Client is solely responsible for the accuracy, quality, and legality of Data. Nothing in the Agreement grants to dbt Labs any rights of ownership or any other proprietary rights in or to Data. Data is Client's Confidential Information. Client hereby grants to dbt Labs a nonexclusive, non-transferable (except in connection with an assignment permitted under Section 13.2), revocable license, under all proprietary rights, to reproduce, store, process, and use Data solely for the purpose of, and to the extent necessary for, providing the Services and performing its obligations under the Agreement. Except as otherwise required by applicable law, dbt Labs will have no obligation to maintain Client Data more than ninety (90) days after the expiration or termination of this Agreement. Some of the Data may be subject to governmental regulations or obligations beyond those set forth herein. Unless dbt Labs has agreed in writing to comply with such regulations or obligations, dbt Labs shall have no liability in connection therewith.

To the extent that Platform Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Client, Client's customers or Authorized Users ("Identifiable Platform Data"), dbt Labs will only collect and use Identifiable Platform Data internally to provide the Services and to perform its obligations under the Agreement. Except for the foregoing, nothing in the Agreement restricts dbt Labs's use of Platform Data or data derived from Platform Data.

**8.2 License Grant.** Subject to the terms and conditions of this Agreement, for the Order Form entered into between the parties, dbt Labs grants to Client a limited, non-exclusive, non-transferable (except in connection with an assignment permitted under Section 13.2), non-sublicensable license to use or access the Services in accordance with the Documentation; such license is limited to the Order Term and to the Services specified in the Order Form. Except for the limited licenses granted hereunder, dbt Labs reserves all rights not expressly granted.

**8.3 Ownership.** Client acknowledges that all right, title and interest in and to the Services (including any AI-Aided Tools), and all Intellectual Property Rights embodied therein are and shall remain with dbt Labs or any third party licensors. dbt Labs hereby grants to Client a perpetual and irrevocable license to use any Deliverables provided through the use of the Services or Professional Services. dbt Labs hereby additionally grants Client a royalty-free non-exclusive license to use for internal business purposes any output of AI-Aided

Tools that is not unique to Client. Client acknowledges that no other rights are conveyed except for the limited licenses expressly granted in this Agreement. Except for the limited licenses expressly granted in this Agreement, the parties agree that, as between dbt Labs and Client, dbt Labs will not dispute Client's ownership of Output used for Client's internal business purposes.

**8.4 Non-exclusivity.** Nothing in the Agreement will limit dbt Labs from providing software, materials or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered hereunder to Client.

**8.5 Feedback.** Client may be asked to voluntarily provide dbt Labs with Feedback in connection with the Services, but has no obligation to do so. If Client chooses to do so, Client grants to dbt Labs a perpetual and irrevocable license to dbt Labs to use Feedback for any purpose, including incorporating the Feedback into the Services, or using the Feedback to develop and improve the Services and other dbt Labs products or services without attribution or compensation.

**8.6 Data Security.** dbt Labs shall employ commercially reasonable physical, administrative, and technical safeguards to secure Data from unauthorized use or disclosure.

**8.7 AI-Aided Tools.** dbt Labs may permit Client to communicate through, opt-into or use tools incorporating, utilizing or accessing generative large language models and/or content-generating artificial intelligence based on user-supplied natural language prompts, provided by dbt Labs or a dbt Labs subcontractor ("AI-Aided Tools"). Client's use of such AI-Aided Tools will remain in accordance with this Agreement and Documentation. Any information provided by or on behalf of Client to dbt Labs via AI-Aided Tools is subject to the obligations of Section 7. With respect to Client's provision of information to dbt Labs's AI-Aided Tool in accordance with the Agreement ("Client Input Data"), Client grants dbt Labs a license to use Client Input Data to improve the Services, e.g., training the models in AI-Aided Tools ("Model Training"), upon Client providing directions, requesting or enabling a feature that performs Model Training. To the extent Client's Authorized User directs Model Training, consents to it, or utilizes technology with disclosures that Model Training will occur, Client assumes the risk of introducing Personal Data, sensitive data, legally- or ethically-prohibited content, confidential, or proprietary information. The parties acknowledge that AI-Aided Tools may make errors and mistakes, misinterpret prompts, hallucinate answers, and introduce bias. With respect to protected health information and HIPAA, the parties agree that AI-Aided Tools are not intended to receive protected health information, provide medical advice, or be used as a medical device. Client will not use AI-Aided Tools for such purposes, and dbt Labs has no knowledge of or liability for any such misuse. Client acknowledges that due to the nature of AI-Aided Tools, Output may not be unique and AI-Aided Tools may generate the same or similar output to output generated for the use of dbt Labs or a third party. Client consents to dbt Labs using data related to Client's AI-Aided Tool use, which may include, but not be limited to, performance metrics, run times, prompts, and completions, for purposes of optimizing, improving, trouble-shooting problems, and providing AI-Aided Tools. DBT LABS DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE OUTPUT OR THE AI-AIDED TOOLS. CLIENT SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT MAY APPEAR ACCURATE BECAUSE OF ITS DETAIL OR SPECIFICITY BUT MAY CONTAIN MATERIAL INACCURACIES OR BE INVALIDATED, MATERIALLY ALTERED, OR SUPERSEDED BY LATER INFORMATION. OUTPUT MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI WAS TRAINED. NO INFORMATION OR ADVICE RELATED TO AI, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM DBT LABS OR ITS PERSONNEL OR AI CREATES ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## 9. Usage

**9.1 Restrictions on Use.** Client will not (and will not authorize, permit, or encourage any third party to), directly or indirectly: (a) allow anyone other than Authorized Users to access and use the Services; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services or to build a product or service competitive with the Services; (c) modify, adapt, or translate the Services; (d) make any copies of the Subscription(s); (e) resell, distribute, or sublicense the Services without our prior written permission in each instance, which dbt Labs may withhold in its sole and absolute discretion; (f) remove or modify any proprietary marking or restrictive legends placed on the Services; (g) use the Services to harass others; (h) violate any applicable law or regulation in connection with Client's use of the Services; (i) introduce, post, upload, transmit into the Services, or

otherwise make Destructive Elements available to or from the Services; or (j) access or use the Services for any purpose not specifically permitted in the Agreement.

**9.2 Trade Laws.** Client agrees to comply with, and shall not permit Authorized Users or any third parties to access or use the Services in violation of, U.S. export controls and economic and trade sanctions laws and regulations (collectively, "Trade Laws"). Without limiting the foregoing, Client represents that it (a) will not access the Services from a country or territory that is itself the subject or target of comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, so-called Donetsk People's Republic, so-called Luhansk People's Republic regions of Ukraine) (a "Sanctioned Country"); (b) is not a Sanctioned Person; and (c) will not permit or enable any Sanctioned Person to access the Services. dbt Labs represents that it (a) will not provide Services from a Sanctioned Country and (b) is not a Sanctioned Person. (For purposes of this provision, a "Sanctioned Person" means any individual or entity (i) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, the Entity List maintained by the U.S. Department of Commerce, or any other Trade-Law-related list of designated persons maintained by the United States, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom; (ii) operating, organized, or resident in a Sanctioned Country; (iii) that is a member of the government of, or acting for or on behalf of the government of, Venezuela or a Sanctioned Country; or (iv) owned or controlled by, or acting for or on behalf of, one or more individuals or entities described in clauses (i), (ii) or (iii) above.)

**9.3 Onboarding of Authorized Users.** Authorized Users must log in to use the Services. During the initial registration, Authorized Users will be prompted to create an Account, which includes a sign-in name, a password, and perhaps certain additional information that will assist in authenticating the Authorized Users' identity when they log-in in the future (collectively, "Log-in Credentials"). An Authorized User's provision of Log-in Credentials shall be considered to be Authorized User's consent to processing by dbt Labs for the purpose of verifying identity and access permissions. When creating the Account, Authorized Users must provide true, accurate, current, and complete information. Client is solely responsible for any required consents related to provision by the individual of Log-in Credentials and the confidentiality and use of Authorized Users' Log-in Credentials, as well as for any use, misuse, or communications entered while using the Services. dbt Labs reserves the right to verify Authorized Users' relationship to Client and may delete Authorized Users' Log-in Credentials or disable any Authorized Users' access if, in our reasonable discretion, any such Authorized Users or their Log-in Credentials (i) pose a security risk to the Services or are no longer authorized by Client, (ii) may adversely impact the Services or the networks or data of any other dbt Labs client, business partner or service provider, (iii) do not comply with applicable law or the terms of this Agreement including but not limited to Section 9.1 (Restrictions on Use) and Section 6 (Client Account), or (iv) may subject dbt Labs to liability. dbt Labs will endeavor to inform Client as soon as is reasonably practicable under the circumstances, and to reinstate such Authorized User's access to Services as soon as reasonably practicable following resolution of the issue. dbt Labs will not be liable for any loss or damage caused by any unauthorized use of an Authorized User's Account except to the extent such unauthorized use is caused by an act or omission of dbt Labs.

## 10. Indemnification; Waiver of Certain Damages; Limitation of Liability

**10.1 dbt Labs Indemnity.** dbt Labs will, at its expense, defend Client and its officers, directors, managers, and employees ("Client Indemnitees") from and against any and all claims, actions, proceedings and suits brought against Client by a third party alleging that the Services when used by Client as authorized in this Agreement and as provided by dbt Labs infringe or misappropriate a third party's Intellectual Property Rights ("IP Claims") and will indemnify Client Indemnitees from and against reasonable costs incurred by Client Indemnitees and damages awarded against Client Indemnitees, or agreed to in settlement, resulting from IP Claims or third party claims arising from dbt Labs's violation of any applicable laws including applicable privacy laws (together with IP Claims, "Claims") to the extent such Claims arise from dbt Labs acts or omissions. Notwithstanding the above, dbt Labs shall not be liable for any Claims to the extent arising out of (i) modification of the Services made by any party other than dbt Labs or modifications made by dbt Labs at the request of Client, (ii) use of the Services not in compliance with this Agreement, or (iii) combination of the Services with any other products not authorized in the Documentation.

**10.2 Client Indemnity.** Client will, at its expense defend dbt Labs and its officers, directors, managers, and employees ("dbt Labs Indemnitees") from and against any and all claims, actions, proceedings and suits brought against dbt Labs by a third party alleging that the Client Materials when used by dbt Labs as authorized in this Agreement and as provided by Client infringe or misappropriate a third party's Intellectual Property Rights ("Client IP Claims") and will indemnify dbt Labs Indemnitees from and against reasonable costs incurred by dbt Labs Indemnitees and damages awarded against dbt Labs Indemnitees, or agreed to in settlement, resulting from Client IP Claims or third party claims arising from Client's violation of any applicable laws including applicable privacy laws (together with Client IP Claims, "Client Claims") to the extent such Client Claims arise from Client's acts or omissions. Notwithstanding the above, Client shall not be liable for any Claims to the extent arising out of (i) unauthorized modification of Client Materials by dbt Labs, (ii) use of Client Materials not in compliance with this Agreement, or (iii) combination of Client Materials with any other dbt Labs data, information, or materials.

**10.3 Process.** Notwithstanding any other provision herein, this section governs any defense or indemnification obligation between the party seeking indemnification (the "Indemnified Party") against the party providing indemnification (the "Indemnifying Party") for any claim or proceeding subject to indemnification hereunder.

**10.3.1** A condition to any obligation to defend under this Agreement is that the Indemnified Party must (a) promptly give the Indemnifying Party written notice of the IP Claims and/or Client IP Claims ("Defense Claim"), provided that delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such delay, (b) give the Indemnifying Party sole control of the defense and settlement of the Defense Claim (except that the Indemnifying Party may not settle any Defense Claim unless it involves no admission of guilt by or obligation on the Indemnified Party and unconditionally releases the Indemnified Party of all liability), and (c) give the Indemnifying Party all reasonable assistance, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Party reasonably informed of the status of the Defense Claim and will not consent to an entry of judgment on the Defense Claim, except for a dismissal with prejudice, without the Indemnified Party's prior written consent. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will ensure the confidentiality of Defense Claim settlement terms to the extent permitted by applicable law.

**10.3.2** A condition to any indemnity right hereunder (in the absence of an obligation to defend) is that the Indemnified Party must obtain the Indemnifying Party's prior written consent to any settlement of the Claims or Client Claims negotiated by the Indemnified Party, not to be unreasonably withheld or delayed; for clarity, should the Indemnified Party settle any claim or proceeding without the prior written consent of the Indemnifying Party, the Indemnifying Party is released from all liability for reimbursement of the settlement.

**10.4 Infringement Remedy.** In addition to dbt Labs's obligations under Section 10.1, if the Services are held, or in dbt Labs's opinion are likely to be held, to infringe, misappropriate or violate any Intellectual Property Rights of a third party, or, if based on any claimed infringement, misappropriation or violation of a third party's Intellectual Property Rights, an injunction is obtained, or in dbt Labs's opinion an injunction is likely to be obtained, that would prohibit or interfere with Client's use of the Services under the Agreement, then dbt Labs will at its discretion and expense either: (a) procure for Client the right to continue using the affected Services in accordance with the license granted under the Agreement; or (b) modify or replace the affected Services so that the modified or replacement Services are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party's Intellectual Property Rights. If, in such circumstances, dbt Labs does not successfully accomplish any of the foregoing actions on a commercially reasonable basis, either party may terminate the Agreement and Client shall receive a refund of any prepaid Fees covering the remainder of the Order Term after the effective date of termination.

**10.5 Waiver of Certain Damages.** EXCEPT FOR CLIENT'S BREACH OF SECTIONS 5.1 (REPRESENTATIONS) OR 9.1 (RESTRICTIONS ON USE), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, COST OF COVER OR SUBSTITUTE SERVICES, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN ADDITION, DBT LABS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES. CLIENT ACKNOWLEDGES THAT CLIENT IS

RESPONSIBLE FOR ITS USE OF THE SERVICES, AND AS SUCH DBT LABS SHALL HAVE NO LIABILITY FOR CLIENT'S RELIANCE ON DATA THAT RESULTS FROM ITS USE OF THE SERVICES.

**10.6 Limitation of Liability.** EXCEPT WITH REGARD TO LIABILITY (A) FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER SECTION 10, (B) ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, AND (C) IN CONNECTION WITH CLIENT'S BREACH OF SECTIONS 5.1 (REPRESENTATIONS) OR 9.1 (RESTRICTIONS ON USE), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THE SERVICES OR THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE TO DBT LABS UNDER THE ORDER FORM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. EACH PARTY AGREES THAT THE FOREGOING IS AN AGREED ALLOCATION OF RISK AND IS A REFLECTION OF THE RIGHTS AND OBLIGATIONS AGREED UPON BY CLIENT AND DBT LABS IN THESE TERMS. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY.

## 11. Additional Terms

**11.1 PHI.** Client promises to not transfer to or request processing by dbt Labs or use with respect to the Services any protected health information (PHI) or other data that is subject to the United States federal regulations issued pursuant to the Health Insurance Portability and Accountability Act and codified at 45 C.F.R. parts 160 and 164.

**11.2 Data Privacy.** To the extent dbt Labs Processes the Personal Data of Client in a jurisdiction that requires a data processing agreement or similar document, dbt Labs will process any personal data Client submits when Client uses the Services in accordance with the dbt Labs Data Processing Addendum ("DPA"), available at <https://www.getdbt.com/cloud/dpa>, which the parties agree is effective between the parties as of the date hereof and is supplemental, applicable and incorporated into the Agreement. Capitalized terms in this Section 11 not otherwise defined herein have the meanings set forth in the DPA.

## 12. Governing Law and Venue; Jury Waiver

The Agreement, and any claim, controversy or dispute arising from or related to the Agreement, are governed by and construed in accordance with the laws of Delaware without giving effect to any conflicts of laws provisions. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply, even if adopted as part of the laws of the Commonwealth of Pennsylvania. Any claim, suit, action or proceeding arising out of or relating to the Agreement or its subject matter will be brought exclusively in the state or federal courts of Wilmington, Delaware, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts in connection with the Agreement. To the fullest extent permitted by applicable law, each party waives the right to trial by jury in any legal proceeding arising out of or relating to the Agreement or the transactions contemplated hereby.

## 13. Miscellaneous

**13.1 Status of Parties; No Third Party Beneficiaries.** The parties are independent contractors, and nothing in the Agreement creates an employment, partnership, agency or similar relationship between the parties or any Affiliate. Each party is solely responsible for the supervision, control and payment of its agents, including, but not limited to, employees, consultants, Affiliates, third parties, personnel, and subcontractors. dbt Labs may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to Confidential Information protections at least as restrictive as those found in this Agreement and (b) dbt Labs remains responsible to Client for the performance of dbt Labs's subcontractors and dbt Labs's obligations hereunder. To the extent dbt Labs cooperates with Client's subcontractor(s) in providing Services, dbt Labs will not assume liability for the acts or omissions of such Client subcontractors. The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in the Agreement grants any other person or entity any right, benefit or remedy.

**13.2 Assignment.** Neither party may assign or otherwise transfer the Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, assign the Agreement to an Affiliate, parent, subsidiary, an acquirer of all or substantially all of the party's assets or a successor pursuant to a merger or other business combination. The successor in interest shall give notice to the other party identifying the new legal entity. Client may not assign its rights or obligations to a direct competitor of dbt Labs. Any assignment prohibited by the Agreement will be deemed void and ineffective. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

**13.3 Notices.** Notices must be in English, in writing and will be deemed given upon receipt, after being published publicly or sent using a method that provides for confirmation of delivery (including through an automated receipt or by electronic log) to the postal address(es) or email address provided by a party. Notices to dbt Labs shall be copied to [legal@dbtlabs.com](mailto:legal@dbtlabs.com) to be effective. Email notices shall be deemed received the day after being sent in the absence of a message invalidating delivery. All notices will be given using the contact information with respect to each party set forth in the Order Form or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section. Billing communications will be addressed to dbt Labs at [ar@dbtlabs.com](mailto:ar@dbtlabs.com) or to Client at the billing contact designated on each Order Form. Notices to dbt Labs must be copied to [legal@dbtlabs.com](mailto:legal@dbtlabs.com) to be effective.

**13.4 Waiver.** A waiver by a party under the Agreement is only valid if in writing and signed by an authorized representative of the waiving party. A delay or failure of a party to exercise any rights under the Agreement will not constitute or be deemed a waiver or forfeiture of such rights.

**13.5 Force Majeure.** Neither party is responsible for non-performance or delay in performance of its obligations under the Agreement due to force majeure events beyond its reasonable control, including without limitation acts of government, floods, fires, earthquakes, civil unrest, acts of terror, epidemics, quarantine restrictions, strikes or other labor disruptions, internet, power grid, or service provider failures, or denial of service attacks.

**13.6 Complete Agreement; Severability.** The Agreement (together with the DPA, if applicable), represents the final and entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that Client delivers to dbt Labs, including any purchase order or other order-related document (other than an Order Form or SOW), to the extent inconsistent with this Agreement or the Order Form are void and will not become part of the Agreement or otherwise bind the parties. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will remain in effect to the greatest extent permitted by law.

**13.7 Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.

**13.8 Marketing.** Unless otherwise specified in the Order Form, dbt Labs may use the Client's name, trademarks, and logos to refer publicly to the Client as a customer of dbt Labs solely in connection with the Services and only during the Term. dbt Labs shall comply with any trademark usage requirements specified by Client.

**13.9 Modifications.** We may modify the Services and the Documentation from time to time with or without notice by adding or deleting features to improve the user experience. Except as otherwise specified herein, any modification to an Agreement must be in a writing signed by both parties; provided, however, that dbt Labs may modify these Terms at any time pursuant to terms hereof or by posting such modification on the dbt Labs Platforms and informing Client of such update ("Disclosure"), and any such modification shall automatically go into effect thirty (30) days after Disclosure. If Client does not agree to the terms of any such modification, Client's sole remedy is to provide dbt Labs with written notice during such thirty (30)-day period of Client's objection and desire to terminate the applicable Agreement(s), in which case the applicable Agreement(s) will terminate on the last day of such thirty (30)-day period. By continuing to use the dbt Labs Platforms after any such modification goes into effect, Client agrees to the terms of any such modification.

**13.10 Trial Periods.** If Client registers for a trial, dbt Labs will provide the Services to Client free of charge during the "Trial Period" (meaning, any period during which dbt Labs provides Client Services on a trial basis, as set forth in the Order Form). Following the Trial Period, if Client has not elected to purchase the Services, Client's access to the Services will be limited to portions of the Services provided at no charge, and dbt Labs will automatically set capacity limitations. During the Trial Period, dbt Labs's representations and warranties to Client in Section 5.1 do not apply, and dbt Labs will not be liable to Client for damages of any kind related to the Agreement, including, without limitation, Client's use of, or inability to use, the Services.

**13.11 Beta Features Terms.** dbt Labs may offer to Client the opportunity to try new features or services that are in preview, beta or otherwise not yet in general release ("Beta Features"). dbt Labs will inform Client of such Beta Features, which may be provided by direct communications or through the release notes and/or the Documentation. Client may accept or decline any such Beta Features at its sole discretion. Client acknowledges that Beta Features are provided on an "AS IS" and "AS AVAILABLE" basis and Client's use of Beta Features is at Client's sole risk. Beta Features may not receive full support and are excluded from dbt Labs' obligations in the Service Level Agreement. dbt Labs may discontinue any Beta Features at any time in its sole discretion with or without notice and may never make the Beta Features generally available. NOTWITHSTANDING ANY CONTRARY PROVISION OF THE AGREEMENT, THE BETA FEATURES ARE PROVIDED WITH NO WARRANTIES OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DBT LABS WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY BETA FEATURES, INCLUDING WITHOUT LIMITATION, ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DBT LABS' AGGREGATE LIABILITY TO CLIENT IN CONNECTION WITH THE BETA FEATURES, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

**13.12 Business Ethics.** dbt Labs is committed to conducting business activities with the highest standards of business ethics, and working with others with this same commitment. Therefore, Client also agrees to conduct business in an ethically appropriate manner. Both parties agree to protect basic human rights by providing safe, healthy working conditions, treating workers with dignity and respect, acting fairly and ethically, and using environmentally responsible practices. In addition, both parties will provide inclusive work environments free from all forms of discrimination, including sexual harassment and harassment based on protected status. Neither party shall offer, give, solicit, be part of a transaction involving, or receive any form of bribe or kickback, and both parties shall strictly comply with all local laws and regulations related to or concerning bribery of domestic or foreign individuals and entities.

## 14. Defined Terms

"Account" means an account that enables Client to access and use certain Services and may include one or more usernames and passwords or other means of access designated by dbt Labs from time to time.

"Account Parameters" means the parameters within which Client and its Authorized Users may access and use the Services as set forth in Documentation or the Order Form, including any quantities and limitations applicable to Client usage and Units.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall refer to, collectively, these Terms (including any exhibits, addenda, amendments, or statements of work attached hereto or later signed by both parties and referencing these Terms) and the Order Form.

"Authorized User" means any of Client's or Client's Affiliate's current employees, consultants, or agents whom Client or Client's Affiliate authorizes to access and use the Services pursuant to the terms and conditions of the Agreement; provided, however, that any consultants' or agents' access or use of the Services shall be limited to the extent necessary in connection with their provision of services to Client or Client's Affiliate.

"Client Materials" means the Data, documents, information and other materials provided by or on behalf of Client to dbt Labs.

"Confidential Information" means information disclosed by the Discloser to the Recipient during the Term that (i) is marked confidential; (ii) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (iii) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential. Confidential Information includes Data but does not include Platform Data, Feedback, and information which: (a) is or becomes public knowledge without any action by, or involvement of, the Recipient; (b) is known to the Recipient prior to its disclosure by the Discloser; (c) is independently developed or acquired by the Recipient without reference or access to the Confidential Information of the Discloser; or (d) is obtained by the Recipient without restrictions on use or disclosure from a third party.

"Data" means all data, records, files, materials, information or content that is: (i) submitted or uploaded by Client or Client's Authorized Users to or transmitted, processed, or stored by Client or Client's Authorized Users using the dbt Labs Platforms in connection with the Agreement; and (ii) on the servers that Client or Client's Authorized Users query, transform, process or otherwise access via the dbt Labs Platforms.

"dbt Labs Platforms" means dbt Labs portals, software, and/or hosted services included in, or provided in connection with, the Services. dbt Labs Platforms provide the functionality of dbt Cloud for building models and developing data transformations.

"Deliverables" means materials specifically and uniquely created and prepared by dbt Labs on behalf of the Client pursuant to the Agreement, including such output from AI-Aided Tools ("Output") or dbt Lab's modeling data, .sql files and .yaml files, in a Client-owned git repository, excluding any materials within the dbt Labs Platforms.

"Destructive Elements" means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the dbt Labs Platforms or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the dbt Labs Platforms to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

"Discloser" means a party disclosing Confidential Information under the Agreement.

"Documentation" means the specifications and documentation available at <https://docs.getdbt.com/>.

"Feedback" means any ideas, suggestions, proposals or other feedback that Client may provide regarding Services. Feedback does not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or the personal data of data subjects within the European Economic Area or the United Kingdom.

"Fees" means the amounts to be paid by Client to dbt Labs for Client's access to and use of the Services. Fees are determined by the quantity of Units, Account Parameters, and/or usage associated with the applicable Services as specified on the Order Form. Fees also include any Client usage that exceeds the quantities specified in the Order Form. Unless otherwise expressly specified in an Order Form, all references to fees, prices and payment obligations in this Agreement or an Order Form shall be to U.S. dollars (USD).

"Intellectual Property Rights" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

"Order Form" means dbt Labs's standard ordering document signed by the parties, or dbt Labs's online form (via dbt Labs Platforms or dbt Labs website) used to purchase, or otherwise acquire the right to access or use Services.

"Order Term" means the period during which Client is entitled to use, receive access to or consume Services pursuant to an Order Form.

"Personal Data" means information provided by or on behalf of Client that is subject to legal or regulatory frameworks, and it includes personal data, personal information, sensitive personal data, personally identifiable information, and protected health information.

"Platform Data" means data and data elements collected or generated by the Services regarding configuration, environment, usage, non-unique SQL commands and content, data structure, performance, vulnerabilities and security of the Services that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Services.

"Professional Services" means consulting services provided by dbt Labs.

"Prohibited Content" means content that: (i) is illegal under applicable law; (ii) violates any third party's Intellectual Property Rights; (iii) contains ethically-prohibited, indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) contains Sensitive Personal Information.

"Recipient" means a party receiving Confidential Information under the Agreement.

"Sensitive Personal Information" means personal data, the loss of which would trigger a data breach notification requirement, and includes, but is not limited to, personally-identifiable billing Information, financial information, health information, or country identification number (e.g. Social Insurance Number, Social Security Number, or other governmentally-issued identification number such as driver's license or passport number).

"Subscription" means time-bound Services including access to dbt Labs Platforms and other offerings of dbt Labs (including access to any AI-Aided Tools), but excluding Training Services and Professional Services.

"Taxes" means any applicable form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to the Agreement or any Services, other than taxes based on the net income, property, franchise, or employees of dbt Labs.

"Training Services" means access to dbt Labs training courses, including online courses or in-person courses, as may be agreed by the parties from time to time.

"Unit" means the quantity of Services specified in an Order Form and used for determining Fees.