

1. Fivetran On-Prem Software License Addendum

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This Fivetran On-Prem Software License Addendum (this “Addendum”) applies to customers who have purchased or been granted a license to any downloadable, on premise-installed data integration software component or product provided by Fivetran (“On-Prem Software”). This Addendum supplements the terms of the Master Subscription Agreement or other agreement for On-Prem Software (“Agreement”) entered into between Fivetran Inc. or its Affiliate (“Fivetran”) and the customer that has purchased or been granted a license to such On-Prem Software (“Customer”). Except as otherwise set forth in this Addendum, the terms of the Agreement, including, without limitation, any disclaimers, liability limitations and governing law or dispute resolution provisions set forth therein, will apply to the use of the On-Prem Software. In the event of a conflict between the Agreement and this Addendum, the terms of this Addendum will govern. Fivetran may update this Addendum from time to time. Any updates will become effective for Customer upon renewal or entry into a new Order Form for the applicable On-Prem Software after any updates go into effect. Notwithstanding the foregoing, in some cases (e.g., to address compliance with laws, or as necessary for new features) Fivetran may specify that such updates become effective during Customer’s then-current subscription. Fivetran may provide notice to Customer of any such updates through Customer’s account, an email to Customer’s email address, an in-product notification or by posting such update on Fivetran’s website, and Fivetran will otherwise provide a copy of any such update upon written request by Customer.

BY USING THE ON-PREM SOFTWARE OR ANY EQUIPMENT THAT CONTAINS THE ON-PREM SOFTWARE, CUSTOMER AGREES TO BE BOUND BY THIS ADDENDUM. IF CUSTOMER DOES NOT AGREE TO ALL THE TERMS OF THIS ADDENDUM, CUSTOMER MUST NOT USE THE ON-PREM SOFTWARE. IF YOU ARE ACCEPTING OR AGREEING TO THIS ADDENDUM ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT OR AGREE TO THIS ADDENDUM ON BEHALF OF SUCH ORGANIZATION.

1. DEFINITIONS

1.1 “Affiliate” means an entity controlling, controlled by or under common control with a party at any time during the term hereof, for so long as such control exists.

1.2 “Order Form” means an ordering document or online order entered into between Customer and Fivetran, or online order process completed by Customer and confirmed by Fivetran, including any applicable terms, in each case specifying the On-Prem Software to which Customer purchased a license.

1.3 “User” means an employee, contractor (to the extent providing services to Customer) or end user of Customer that Customer has provisioned to use the On-Prem Software through its account.

2. LICENSE CONDITIONS

2.1 Free Trial. Customer will be able to use and evaluate the On-Prem Software in a test environment using test data (i.e., no actual data) only for a restricted period. The free evaluation period is granted by Fivetran by written notification and enforced by a temporary license key.

2.2 Restrictions. Customer will not, and will not allow, permit or assist any Users or any third party to, directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of, derive or otherwise attempt to discover the source code underlying any On-Prem Software; (b) translate or localize any On-Prem Software; (c) redistribute, encumber, sell, rent, lease, sublicense, display, publish, disclose or otherwise transfer rights to any On-Prem Software, in whole or in part, to any third party, allow any third party (other than contractors that are Users) to access or use the On-Prem Software, or otherwise use the On-Prem Software for the benefit of a third party; (d) attempt to probe, scan or test the vulnerability of any On-Prem Software, breach the security or authentication measures of any On-Prem Software without proper authorization or willfully render any part of the On-Prem Software unusable; (e) use or access any On-Prem Software to develop a product or service that is competitive with any On-Prem Software, engage in competitive analysis or benchmarking, or publicly disseminate performance information or analysis regarding any On-Prem Software; (f) remove any proprietary notices or labels on any On-Prem Software; or (g) use any On-Prem Software in violation of any applicable laws or regulations (including any export law) or outside the scope expressly permitted in the Agreement, the applicable Order Form and this Addendum.

2.3 Optional Components. The On-Prem Software licensed and delivered to Customer may include on the media or in the electronically delivered files, as applicable, components, features or other products for which a separate license purchase and license key(s) or control code(s) are required. Customer is permitted to use only the On-Prem Software and/or components thereof for which Customer has ordered and received a valid license key or control code.

2.4 Use Case and/or User Group Restrictions. If the Order indicates that the On-Prem Software may be used for specific Use Case(s) or by specific user group(s), the On-Prem Software may only be used for the Use Case(s) and/or by the user group(s) listed in the Order.

2.5 Cloud Environment. Customer may upload the On-Prem Software licensed to Customer pursuant to this Addendum onto a cloud instance supplied by a third party, provided that the operation of the On-Prem Software in the cloud instance complies with all license restrictions and usage limitations applicable to the On-Prem Software. Customer may also allow the third party to upload, install, operate and/or use the On-Prem Software on the cloud instance, provided that the third party's access to and use of the On-Prem Software is solely for Customer's benefit in accordance with the terms of this Addendum. Customer will be responsible for the third party cloud provider's compliance with this Addendum.

2.6 Verification and Audit. Customer will provide upon Fivetran's request a certification that its use of the On-Prem Software is in accordance with this Addendum. Fivetran will have the right to audit Customer's use of the On-Prem Software to verify compliance with this Addendum. Customer will assist Fivetran in conducting any such audit, without charge, and will make such documents available for inspection and copying, and will make such personnel available for interviews, as may be reasonably necessary to allow Fivetran to perform the audit. If any audit reveals that Customer has used any On-Prem Software in breach of the terms and conditions of this Addendum, Customer will reimburse Fivetran for all costs and expenses incurred by Fivetran in connection with the audit within thirty (30) days of an invoice.

2.7 Modifications. Customer acknowledges that it is not permitted to modify, unless approved by Fivetran in writing, the On-Prem Software hereunder. Without limiting the foregoing, Customer (on behalf of itself and its Affiliates) hereby assigns to Fivetran all right, title and interest in and to any and all modifications, improvements or derivative works of the On-Prem Software (collectively, "Modifications") that Customer or its Affiliate may make or obtain any interest in, including all copyrights and other intellectual property rights therein. Customer will assist Fivetran to further evidence, record and perfect such assignment, and to perfect, obtain, maintain, enforce and defend any rights assigned.

2.8 Liability Limitations. Any liability limitations or liability disclaimers in the Agreement will not apply to Customer's breach of this Section 2.

3. ADDITIONAL DISCLAIMERS

3.1 Security. Notwithstanding anything to the contrary in this Addendum or the Agreement, any security and data processing obligations related to Fivetran SaaS Products shall not apply to the On-Prem Software. Instead, Customer is responsible for the security of its environment for the On-Prem Software.

3.2 Modifications. User modifications to the version of the On-Prem Software may result in errors or instability in performance of the On-Prem Software which are not covered by Fivetran under warranty or maintenance terms.

4. GENERAL

4.1 Delivery. Unless otherwise specified by Fivetran, On-Prem Software will be provided to Customer via electronic delivery, and delivery is deemed complete when the On-Prem Software is/are made available at the electronic software download site specified by Fivetran and Customer is e-mailed or otherwise provided with any necessary instructions, passwords and/or license keys required for Customer to be able to access, download and install the On-Prem Software.

4.2 Third-Party Software. The On-Prem Software may be shipped with or accompanied by certain third-party software which is not considered part of the On-Prem Software hereunder, and Customer's right to use such third-party software is governed by the applicable third-party license agreement, and not the Agreement or this Addendum (including that Fivetran makes no representations or warranties and assumes no indemnification obligations regarding such third-party software, notwithstanding anything in the Agreement or this Addendum). The third-party software is identified in the applicable distribution or license file accompanying the On-Prem Software or portions thereof. If Fivetran offers a download option for the On-Prem Software in a container image, Customer is responsible for obtaining, at its own expense, any required license(s) from the third-party provider of the container technology to deploy the container image with the On-Prem Software.

5. Term. This Addendum will be in effect for so long as the applicable Order Form for the applicable On-Prem Software is in effect.

6. Survival. Sections 1, 2.2, 2.6, 2.7, 2.8, 3, and 4.2 will survive any expiration or termination of this Addendum.