



dbt Labs Beta Descriptions and Terms

These terms relate to all dbt Labs Beta Features incorporated into dbt Labs's products and services ("**Beta Terms**") and supplement, modify and are incorporated by reference into underlying agreement between dbt Labs (provider of the Services) and Client (user of the Services) ("**Agreement**") and govern Client use of such products.

Definitions. Capitalized terms are as defined in the Agreement, unless defined herein. "**Beta Features**" mean the provision by dbt Labs to Client of new features, updates, upgrades, or services in prototype, preview, alpha, beta or otherwise not yet in general availability or release. These may or may not later be referenced in an Order Form or Documentation.

Beta Features Access. dbt Labs may invite the participation of or notify Client of Beta Features through release notes, direct communications, and/or Documentation. Client agrees that the Client's use of Beta Features and any resulting output is subject to these Beta Terms and the terms of the Agreement including the use restrictions, confidentiality and other obligations.

Limitations. The parties understand and agree that while participation is encouraged, Beta Features are in development. dbt Labs may modify or discontinue Beta Features or end Client's access to the Beta Features, in whole or in part, at any time in its sole discretion with or without notice and may never make the Beta Features generally available. Beta Features may not receive full support and are excluded from the Service Level Agreement obligations attributable to dbt Labs. BETA FEATURES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS 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. CLIENT'S USE OF BETA FEATURES IS AT CLIENT'S SOLE RISK. CLIENT ACKNOWLEDGES AND AGREES THAT BETA FEATURES ARE NOT IN SCOPE FOR DBT LABS'S SOC 2 TYPE II AND OTHER INDEPENDENT SECURITY AUDITS AND SECURITY CERTIFICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DBT LABS WILL HAVE NO LIABILITY OR ANY INDEMNITY OBLIGATIONS 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 AND DBT LABS'S AGGREGATE LIABILITY TO CLIENT IN CONNECTION WITH BETA FEATURES, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

Purchase or Termination. Upon the Beta Features becoming available for purchase, Client agrees to either purchase by entering into an ordering document agreed to between the parties or cease using the Beta Features. dbt Labs reserves the right to suspend or terminate access to the Beta Features in the event Client does not comply with this subsection.

Conflicts. In the event of conflicts between the Agreement and these Beta Terms, these Beta Terms prevail. In the event of conflicts between the Order Form and these Beta Terms, the Order Form prevails.

Agreement Ratification. Except for the foregoing modifications, the Agreement remains unchanged and in full effect, including any governing law, choice of forum, severability and merger provisions.