dbt Labs Semantic Layer Descriptions and Terms

These terms relate to Client's use of dbt Semantic Layer ("**SL 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's use of such products.

The following limitations apply with respect to Client's use of dbt Semantic Layer:

- Client purchases access to the dbt Semantic Layer product at the pricing and quantity indicated under Recurring charges in the Order Form ("SL Purchase") subject to the Agreement and these SL Terms as defined herein. This product provides specifications for users to define metrics on top of existing models, generates SQL to build and return metric datasets, and provides APIs for consumption of metric data. SL Purchase must be used only during the term of an active Order Form purchasing dbt Semantic Layer.

- Embedded Analytics Queries are restricted to using Java Database Connectivity (JDBC) API [LINK: https://docs.getdbt.com/docs/dbt-cloud-apis/sl-graphql] and GraphQL API [LINK: https://docs.getdbt.com/docs/dbt-cloud-apis/sl-jdbc].

- In the event more than 1% of the Client's SL Purchase queries are larger than 1MB per query (as measured by dbt Labs) during a calendar month, dbt Labs reserves the right to renegotiate the related pricing terms of this Order Form.

- In the event Client's usage exceeds SL Purchase during the calendar year to which it applies ("SL Term"), dbt Labs reserves the right to renegotiate the related pricing terms of this Order Form.

- In the event of price renegotiation, if such pricing is not agreed upon within thirty (30) days of dbt Labs's notice of circumstances to Client, dbt Labs reserves the right to suspend access to dbt Semantic Layer until pricing is agreed upon by the parties. The parties agree to negotiate in good faith and adjust pricing based on Client's additional usage needs.

- The parties agree that SL Purchase is not subject to refund, reduction or cancellation at any time. SL Purchase cannot be applied to other recurring, professional services, training or other one-time fees. Any portion of the SL Purchase not fully utilized within SL Term ("Remainder") will be rolled into the immediately following 12-month term of a multi-year Order Form, if applicable; with respect to any Remainder unused at the end of an active Order Term, such Remainder shall not be applied toward a renewal Order Term and is not subject to any refund.

- To the extent Client is due credits in accordance with Addendum A (SLA) to the Agreement, the value of the monthly Commit will be combined with the monthly Develop License Fees (and any Commit, if applicable) calculating the amount of credit to be paid.

- Capitalized words not herein defined will be as defined in the Agreement.

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

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

Last updated: June 3rd, 2024