



dbt Labs Usage Based Pricing Descriptions and Terms

These terms relate to dbt Labs Usage Based Pricing (“**UBP 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 usage. Capitalized terms are as defined in the Order Form and/or Agreement, unless defined herein.

Consumption Commit. For each 12-month Term of the Order Form, Client agrees to pre-purchase the amount of consumption specified in the Order Form (“**Commit**”) payable pursuant to the Agreement or as indicated in the Order Form. The Commit applies towards consumption of all consumable Services during the Order Term; consumable Services are listed in the Order Form Consumption Rates table (“**Consumables**”). The Commit for the Services is consumed and calculated as further described in the dbt documentation at <https://docs.getdbt.com/docs/cloud/billing>. For clarity, the Commit does not apply to recurring, professional services, training or other one-time fees. Commits may be increased by the execution of additional order forms, but the amount purchased may not decrease during the Order Term.

Additional Usage. Client’s use of Consumables will be calculated and reported to Client. These quantities will decrease the Commit balance, on a calendar month-by-month basis. To the extent Client’s total use of all Consumables exceeds the quantity of Commit purchased herein prior to the Order End Date for **each 12-month** portion of the Order Term, Client will be charged for its use in excess of the purchased Commit amount at the same rates as specified in the Consumption Rate table listed on the Order Form (“**Additional Usage**”). Client agrees to pay for such Additional Usage of the Consumables at the above rates. Client will be permitted to continue using the Services without interruption to the extent Client remains in good standing as to timely payment of Fees and is not in breach of the Agreement.

Additional Usage will be billed monthly in arrears unless otherwise indicated on an Order Form and except to the extent Client enters into an additional Order Form increasing the Commit and the associated Fees such that Client is no longer in excess of the combined Commit.

To the extent Client is due credits in accordance with Addendum A (SLA) to the Agreement, the value of the Commit for the 12-month calendar year during which the SLA credit is due (“**SLA Term**”) will be combined with the Fees applicable to the SLA Term in calculating the amount of credit to be paid. Capitalized words not herein defined will be as defined in the Terms.

No Rollover of Unconsumed Commit. Commit is used to set overall pricing and discounts during each term, and the parties agree that it is not subject to refund, reduction or cancellation during the term hereof. Unused Commit expires at the end of the Order Term.

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