1. BACKGROUND

1.1. This Data Processing Addendum, including the terms and conditions sets out in the Schedules attached hereto (collectively, “DPA”), is an addendum to the master agreement between the parties (the “Agreement”), and is entered between dbt Labs, Inc., a Delaware corporation with its principal place of business at 915 Spring Garden St., Suite 500, Philadelphia, PA 19123 USA (“dbt Labs”), and the other party listed in the underlying Agreement (the “Subscriber”).

1.2. This DPA applies where and only to the extent that dbt Labs Processes Subscriber Personal Data (each as defined below) on behalf of Subscriber as a Processor (as defined below) in the course of providing the Services (as defined in the Agreement), and: (i) such Subscriber Personal Data relates to Data Subjects located in the EEA, (ii) Subscriber is a Business, and/or (iii) the applicable obligations as described herein are required under Data Protection Laws.

1.3. This DPA will replace any previously applicable data processing addendum as from the DPA Effective Date (as defined below). In the event of a conflict between any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail.

2. DEFINITIONS. Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Agreement, and the following capitalised terms used in this DPA shall be defined as follows:

2.1. “Controller to Processor Clauses” means (i) in respect of transfers of Personal Data from the European Economic Area (“EEA”), Module 2 (Controller to Processor) of the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021; and (ii) in respect of transfers of Personal Data from the UK, the standard contractual clauses for the transfer of Personal Data to data processors established in third countries set out in the Commission Decision of 5 February 2010, or any equivalent clauses issued by the relevant competent authority of the UK, in each case as amended and replaced from time to time.

2.2. "Data Protection Laws" means all laws and regulations applicable to the processing of Personal Data, including (i) the EU General Data Protection Regulation 2016/679 of the
European Parliament and of the Council ("GDPR"); (ii) the Privacy and Electronic Communications Directive 2002/58/EC; (iii) the UK Data Protection Act 2018 ("DPA"), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and the Privacy and Electronic Communications Regulations 2003; (iv) the California Consumer Privacy Act of 2018 ("CCPA"), including any regulations promulgated thereunder, as amended from time to time; and (v) once enforced, the Virginia Consumer Data Protection Act and the Colorado Privacy Act; and (vi) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of Personal Data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time.

2.3. "DPA Effective Date" means the date on which Subscriber accepted, or the parties otherwise agreed to, this DPA.

2.4. "European Economic Area" or "EEA" means the Member States of the European Union together with Iceland, Norway, and Liechtenstein.

2.5. "Personal Data" shall mean any personal information or similar term (as defined by applicable Data Protection Laws) that is subject to the relevant applicable Data Protection Laws.

2.6. "Processor to Processor Clauses" means as relevant, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021 specifically including Module 3 (Processor to Processor), or any equivalent clauses issued by the relevant competent authority of the UK in respect of transfers of Personal Data from the UK, in each case as in force and as amended, updated or replaced from time to time.

2.7. "Regulator" means a data protection regulator or supervisory authority to which has jurisdiction over a Controller’s Processing of Personal Data.

2.8. "Security Incident" means any actual accidental or unlawful destruction, loss, alteration, disclosure of, or access to, any Subscriber Personal Data.

2.9. "Standard Contractual Clauses" or "SCCs" means both the: (i) Controller to Processor Clauses; and (ii) Processor to Processor Clauses (as applicable and available).

2.10. "Subprocessor" means any Processor engaged directly by dbt Labs who agrees to Process Subscriber Personal Data on behalf of dbt Labs.
2.11. "Subscriber Personal Data" means Personal Data, that dbt Labs Processes on behalf of the Subscriber in connection with dbt Labs's provision of the Service.

2.12. "Third Country" means (i) in relation to Personal Data transfers from the EEA, any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers from the UK, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.

2.13. The terms "Controller", “Data Subject”, "Processor", "Data Subject", and "Process" shall have the same meaning as set out in the GDPR, irrespective of whether European or non-European Data Protection Laws apply.

2.14. The terms "Business", "Service Provider", and “Sell” (and its conjugates) shall have the same meaning as set out in the CCPA.

3. DATA PROCESSING

3.1. Instructions for Data Processing. dbt Labs will only Process Subscriber Personal Data as a Processor or Service Provider, as applicable, in accordance with the Agreement and pursuant to the processing details set out in Schedule 1, to the extent necessary to provide the Service to the Subscriber, and the Subscriber's written instructions provided to dbt Labs (the "Permitted Purpose"), unless Processing is otherwise required or permitted by the Data Protection Laws to which dbt Labs is subject, in which case dbt Labs shall, to the extent required or permitted by such Data Protection Laws, inform the Subscriber of that legal requirement before Processing that Subscriber Personal Data. dbt Labs shall neither Sell Subscriber Personal Data, nor Process Subscriber Personal Data (i) for any purposes other than the Permitted Purpose, or (ii) outside of the direct business relationship between dbt Labs and Subscriber and may cease Processing Subprocessor Personal Data.

3.2. The Agreement and this DPA shall be the Subscriber's complete and final instructions to dbt Labs in relation to the processing of Subscriber Personal Data. In the event dbt Labs reasonably believes that the Subscriber’s written instructions violate applicable law, dbt Labs will inform the Subscriber in writing, and not be required to fulfill any such instructions.

3.3. Processing outside the scope of this DPA will require a prior written agreement between the Subscriber and dbt Labs.
3.4. **Required consents.** The Subscriber warrants that all applicable notices to Data Subjects consistent with and required under applicable Data Protection Laws for the lawful Processing of Subscriber Personal Data by dbt Labs in accordance with the Agreement. Where required by applicable Data Protection Laws, Subscriber warrants that it will ensure that it has obtained/will obtain all necessary consents consistent with Data Protection Laws for the lawful Processing of Subscriber Personal Data by dbt Labs in accordance with the Agreement.

3.5. Subscriber warrants it lawfully discloses and has a legitimate ground to disclose Subscriber Personal Data to dbt Labs, and enable the Processing of the Personal Data by the dbt Labs as set out in this DPA and as envisaged by the Agreement.

4. **SUBPROCESSORS; TRANSFER OF PERSONAL DATA**

4.1. **Authorised Subprocessors.** Subscriber hereby grants dbt Labs general written authorisation to engage Subprocessors, as set out at in the attached Schedule 4 to Process Subscriber Personal Data.

4.2. dbt Labs will ensure that it has written agreements with the Subprocessors, which imposes obligations that are no less onerous on the Subprocessor with regard to their Processing of Subscriber Personal Data as are imposed on dbt Labs under this DPA.

4.3. **Changes to Subprocessors.** dbt Labs shall notify the Subscriber from time to time of the changes of any Subprocessors it engages. If the Subscriber does not object within thirty (30) days of receipt of the notice, the Subscriber is deemed to have accepted the new Subprocessor. If Subscriber does not object, dbt Labs may proceed with the change. If the Subscriber (acting reasonably) does not approve of a new Subprocessor, then without prejudice to any right to terminate the Agreement, the Subscriber may request in writing within the timeframe indicated herein that dbt Labs move the Subscriber Personal Data to another Subprocessor and dbt Labs shall, within a reasonable time following receipt of such written request, use all reasonable endeavours to ensure that the Subprocessor does not Process any of the Subscriber Personal Data. If it is not reasonably possible to use another Subprocessor, and Subscriber continues to object for a legitimate reason, either party may terminate the Agreement on thirty (30) days written notice.

4.4. **Liability of Subprocessors.** dbt Labs shall at all times remain responsible to the Subscriber for the acts and omissions of any Subprocessor approved by the Subscriber as if they were the acts and omissions of dbt Labs.

4.5. **Transfers of Personal Data.** To the extent that the Processing of Subscriber Personal Data occurs in a Third Country by dbt Labs (acting as a data importer), dbt Labs shall, and shall procure that any of its affiliates or Subprocessors shall (as relevant), comply
with the data importer’s obligations set out in the Controller to Processor Clauses, which are hereby incorporated into and form part of this DPA and the Subscriber will comply with the data exporter’s obligations in such Controller to Processor Clauses. Further, with respect to the Controller to Processor Clauses:

4.5.1. if applicable, for the purposes of Annex I.A of such Controller to Processor Clauses, the Data Exporter is a data controller and the Data Importer is a data processor, and the name, address, contact person’s details and relevant activities for each of them is as set out in the Agreement;

4.5.2. for the purposes of Appendix 1 or Annex I/I.B (as relevant) of such Controller to Processor Clauses, Schedule 1 of this DPA shall apply;

4.5.3. for the purposes of Appendix 2 of Annex II (as relevant) of such Controller to Processor Clauses, the security measures set out in Schedule 2 of this DPA shall apply; and

4.5.4. if applicable, for the purposes of: (i) Clause 9 of such Controller to Processor Clauses, Option 2 (“General written authorization”) is deemed to be selected and the notice period specified in Section 4.3 of this DPA shall apply; (ii) clause 11(a) of such Controller to Processor Clauses, the optional wording in relation to independent dispute resolution is deemed to be omitted; (iii) Clause 13 and Annex II.C, the competent supervisory authority shall be the supervisory authority of the EU member state where the Subscriber is established or where its local representative is appointed; (iii) Clause 17, Option 1 is deemed to be selected and the governing law shall be Ireland and (iv) Clause 18, the competent courts shall be Ireland.

4.6. To the extent dbt Labs permits Subprocessors to Process Personal Data in any Third Country: (A) dbt Labs shall execute the Processor to Processor Clauses, if applicable and available, with any relevant sub-processor or subcontractor it appoints on behalf of the Subscriber; or (B) if the Processor to Processor Clauses are not applicable or available, the Subscriber grants dbt Labs a mandate to execute the relevant Controller to Processor Clauses with the processing details set out in Schedule 1 of this DPA and the technical and organizational measures set out in Schedule 2 of this DPA applying for the purposes of Appendix 1 and Appendix 2 respectively, with any relevant Subprocessor it appoints on behalf of the Subscriber.

4.7. In the event of any conflict between any terms in the Standard Contractual Clauses, this DPA and the Agreement, the Standard Contractual Clauses shall prevail.

5. COMPLIANCE, AUDITS SECURITY NOTIFICATIONS
5.1. **dbt Labs Security Obligations.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, dbt Labs shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Schedule 2.

5.2. Upon request by the Subscriber, dbt Labs shall make available all information reasonably necessary to demonstrate Subscriber’s compliance with this DPA.

5.3. **Audits.** dbt Labs will, upon reasonable prior written request from the Subscriber, allow for and contribute to audits, including inspections, conducted by an independent third party auditor, in possession of the required professional qualifications and bound by a duty of confidentiality provided (i) such audits or inspections are not conducted more than once per year (unless required by a Regulator); (ii) are conducted only during dbt Lab’s business hours; and (iii) are conducted to cause minimal disruption to dbt Labs’s operations and business. The Subscriber shall reimburse dbt Labs any fees or costs incurred by dbt Labs in conducting (or arranging the conduct of) any audits in accordance with this section.

5.4. **Security Incident Notification.** If dbt Labs or any Subprocessor becomes aware of a Security Incident dbt Labs will (a) notify the Subscriber of the Security Incident without undue delay, (b) investigate the Security Incident and provide such reasonable assistance to the Subscriber (and any law enforcement or Regulator) as required to investigate the Security Incident, and (c) take steps to remedy any noncompliance by dbt Labs with this DPA.

5.5. **dbt Labs Employees and Personnel.** dbt Labs shall ensure that any employees or other personnel have agreed in writing to protect the confidentiality and security of Subscriber Personal Data (as applicable).

6. **ACCESS REQUESTS AND DATA SUBJECT RIGHTS**

6.1. **Data Subject Requests.** Unless prohibited under applicable law, dbt Labs shall notify Subscriber of any request received by dbt Labs or any Subprocessor from a Data Subject in respect of their Personal Data included in the Subscriber Personal Data, and shall not respond to the Data Subject.

6.2. **Data Subject Rights.** Where applicable, and taking into account the nature of the Processing, dbt Labs shall use all reasonable endeavours to assist Subscriber by implementing any other appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Subscriber’s obligation to respond to requests for exercising Data Subject rights laid down in applicable Data Protection Laws.
7. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

7.1. To the extent required under applicable Data Protection Laws, dbt Labs shall provide reasonable assistance to the Subscriber with any data protection impact assessments and with any prior consultations to any Supervisory Authority of Subscriber, in each case solely in relation to Processing of Subscriber Personal Data and taking into account the nature of the Processing and information available to dbt Labs.

8. TERMINATION

8.1. Termination of this DPA is governed by the termination terms set forth in the Agreement.

8.2. Deletion of data. Subject to 8.3 and 8.4 below, dbt Labs shall, within ninety (90) days of the date of termination of the Agreement:

8.2.1. return a complete copy of all Subscriber Personal Data then available by secure file transfer in such a format as notified by Subscriber to dbt Labs; and

8.2.2. delete and use all reasonable efforts to procure the deletion of all other copies of Subscriber Personal Data Processed by dbt Labs or any Subprocessors; and

8.2.3. in each case cease Processing Subscriber Personal Data on behalf of the Subscriber.

8.3. Subject to section 8.4 below, Subscriber may in its absolute discretion notify dbt Labs in writing within thirty (30) days of the date of termination of the Agreement to require dbt Labs to delete and procure the deletion of all copies of Subscriber Personal Data Processed by dbt Labs. dbt Labs shall, within 90 (ninety) days of the date of termination of the Agreement:

8.3.1. comply with any such written request; and

8.3.2. use all reasonable endeavours to procure that its Subprocessors comply with such written request.

8.4. dbt Labs and its Subprocessors may retain Subscriber Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that dbt Labs shall ensure the confidentiality of all such Subscriber Personal Data and shall ensure that such Subscriber Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

9. CHANGES IN APPLICABLE DATA PROTECTION LAWS
9.1. The parties agree to negotiate in good faith modifications to this DPA if changes are required for dbt Labs to continue to process the Subscriber Personal Data as contemplated by this DPA in compliance with the Data Protection Laws or to address the legal interpretation of the Data Protection Laws, including (i) any guidance on the interpretation of any of their respective provisions; (ii) the Standard Contractual Clauses or any other mechanisms or findings of adequacy are invalidated or amended, or (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.

dbt Labs, Inc.  
By: ____________________  
Name: ____________________  
Title: ____________________  
Date: ____________________

Subscriber  
By: ____________________  
Name: ____________________  
Title: ____________________  
Date: ____________________
SCHEDULE 1

DETAILS OF THE PROCESSING AND TRANSFER OF SUBSCRIBER PERSONAL DATA

Categories of data subjects whose personal data is transferred

- Authorized Users and any other data subjects whose data the Subscriber or its Authorized Users transforms or queries via the Platform.

Categories of personal data transferred

- Contact information, usage information, nontraditional identifiers of the Subscriber’s Authorized Users, and any other Personal Data the Subscriber or its Authorized Users submit to the Platform.

- Any other Personal Data contained in any data the Subscriber or its Authorized Users transforms or queries via the Platform.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- None.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Continuous.

Nature of the processing

- The Processing of Subscriber Personal Data provided by the Subscriber to dbt Labs through the Platform or otherwise in connection with the provision of the Service.

Purpose(s) of the data transfer and further processing

- To provide the services set out in the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- Until termination, as set out in clause 8 of the Agreement and this DPA.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- As above.
SCHEDULE 2

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

1. dbt Labs maintains internal policies and procedures, or procures that its Subprocessors do so, which are designed to:

   a. secure any personal data Processed by dbt Labs against accidental or unlawful loss, access or disclosure;

   b. identify reasonably foreseeable and internal risks to security and unauthorised access to the personal data Processed by dbt Labs;

   c. minimise security risks, including through risk assessment and regular testing.

2. dbt Labs will, and will use reasonable efforts to procure that its Subprocessors conduct periodic reviews of the security of their network and the adequacy of their information security program as measured against industry security standards and its policies and procedures.

3. dbt Labs will, and will use reasonable efforts to procure that its Subprocessors periodically evaluate the security of their network and associated services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
### SCHEDULE 3
### AUTHORISED SUBPROCESSORS

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<th>Subprocessors</th>
<th>Services provided</th>
<th>Contact Details</th>
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<td>Amazon Web Services</td>
<td>Process Subscriber Personal Data</td>
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