

dbt Labs Acceptable Use Policy for the dbt Extension for Visual Studio Code

This dbt Labs Acceptable Use Policy (“**Policy**”) is between dbt Labs, Inc. (“**dbt Labs**”) and you, and it is a product-specific Policy governing and licensing the use of the dbt Extension for Visual Studio Code software (together with all related components, compiled assets, and code, the “**Plugin**”) by you, the user, individually and as a representative for your company and its Affiliates, if applicable, (“**you**” or “**User**” or “**Company**”) in your device’s source code editor. By downloading, installing, or using the Plugin, you agree to comply with this Policy and provide internet connectivity for the Plugin. If you do not agree to comply as indicated, please do not install or use the Plugin.

1. License Grant and Restrictions

1.1. Limited License and Marketplace Terms. With your agreement to the terms of this Policy, dbt Labs grants you a non-exclusive, non-transferable, revocable license to install and use the Plugin on a one Plugin per individual basis. Although you may use the Plugin on additional devices for your own use, you may not transfer the Plugin to other individuals (even those within Company). Other than this limited license, any other license grants are hereby superseded, rendered void, and without effect, and the parties understand and agree that no other licenses are granted by dbt Labs except as expressly communicated herein. To the extent you have accessed the Plugin through the Visual Studio Code Marketplace, you will comply with the Microsoft Visual Studio Marketplace (“**Marketplace**”) Terms of Use (at https://cdn.vsassets.io/v/M146_20190123.39/content/Microsoft-Visual-Studio-Marketplace-Terms-of-Use.pdf) or, to the extent you have accessed the Plugin through the Eclipse Open VSX Registry (“**Marketplace**”), you will comply with the Eclipse Foundation, Inc. Open VSX Registry Terms of Use (at <https://www.eclipse.org/legal/termsofuse.php>).

1.2. Prohibited Uses. You will use the Plugin only in accordance with this Policy, and you will not:

- a. Use the Plugin without registering or bypass account registration by any means including repeatedly installing, uninstalling and reinstalling or any other action that is intended to bypass, or incidentally results in bypassing, the registration process;
- b. Reverse engineer, decompile, crack, disassemble, or otherwise discern or attempt to discern the source code, connections, or interface protocols of the Plugin (including open source or third party components, if any), modify system files, copy ideas, functions or graphics, perform competitive analyses, circumvent security measures, or use the Plugin to build a product or service competitive with the Plugin;
- c. Install the Plugin on a device such that other individuals have access to the Plugin (i.e., the Plugin cannot be shared by multiple individuals);
- d. Copy, share, translate, transmit to, or permit access by, any individual other than you or for any purpose other than for use by you in accordance with this Policy;
- e. Rent, re-sell, distribute (even those within Company), lease, or sublicense the Plugin to any third party without dbt Labs prior written permission in each instance, which dbt Labs may withhold in its sole and absolute discretion;
- f. Violate this Policy, or prevent the Plugin from sending Data to dbt Labs other than optional data;
- g. Modify, adapt, or create derivative works of the Plugin or the Data or use any method to circumvent the account limitations specified in this Policy or the Documentation;
- h. Remove, obscure, or modify any proprietary marking or restrictive legends placed on the Plugin;
- i. Use the Plugin with Prohibited Content or for unlawful, unethical, harassing or unauthorized purposes not in accordance with this Policy or the Documentation; and
- j. Embed the Plugin, in whole or in part, including, but not limited to, any component or code in your products or services or use the Plugin for any purpose other than in accordance with the Documentation for your internal business purposes.

You are responsible for violations of the restrictions set forth in this section by anyone using the Plugin with or without your permission even if on an unauthorized basis. Performance of any preceding action by another person is your violation of these prohibitions if your account is used. dbt Labs reserves the right, but does not assume the obligation, to investigate, or cooperate with an investigation into, any violation of this Section or misuse of the Plugin. dbt Labs may report any suspicions or evidence of unlawful activity related to your account to law enforcement, regulators, or other governmental entities. Failure to comply with any provision of this Policy by any User may result in suspension or termination of User and/or Company access to the Plugin.

2. Account Registration

2.1. Account Creation. To access the Plugin, you are required to register an account with accurate, complete, and up-to-date information, including, but not limited to, a valid name and email address ("**Contact Data**") and to click a box accepting that your use is subject to this Policy and your Personal Data may be processed for purposes of verifying identity and confirming compliance herewith. You agree to maintain the accuracy of the account information and update it as necessary. Inaccurate, incomplete or out-of-date information is grounds for suspension or termination.

2.2. User Credentials. You are responsible for maintaining the confidentiality of your account credentials, including any access token or password, and for all activities that occur under your account. You agree to notify dbt Labs promptly (or at least within 24 hours of discovery) of any unauthorized use or breach of security relating to the Plugin. Use by an individual other than you is an unauthorized use and breach of security, and you are obligated to give us notice promptly. Failure to give notice is grounds for suspension or termination.

2.3. Account and Plugin Limits. Subject to the sole discretion of dbt Labs, Company may not exceed 15 total monthly active Users of Plugins ("**Plugin MAUs**") for all personnel (including, but not limited to, employees, consultants, contractors, and agents) unless Company has entered into an active, paid commercial agreement with dbt Labs that specifically permits additional Plugin MAUs. Notwithstanding the foregoing, at least during the Beta trial of the Plugin, a Company with an active, paid commercial agreement with dbt Labs shall be entitled to the number of Plugin MAUs equal to the number of developer licenses purchased by such Company pursuant to the commercial agreement; provided, however that the Users of the Plugin MAUs must be the same named Users as those utilizing the developer licenses. Additional Users of the Plugin MAUs exceeding the number of developer licenses purchased by such Company pursuant to the commercial agreement will require the purchase of additional licenses. Further fair use limitations may be specified in the Documentation. Any use in excess of the limitations in this subsection is grounds for suspension or termination.

3. Communications with dbt Labs

3.1. Required Communications. By using the Plugin, you acknowledge and agree that it will communicate with dbt Labs's servers to ensure proper functionality, provide usage data, permit data collection as detailed in the Privacy Policy at <https://www.getdbt.com/cloud/privacy-policy> ("**Privacy Policy**"), and verify User and/or Company compliance with security, updates and the terms hereof. You understand that disabling these communications will interfere with the Plugin's operation and result in suspension or termination of your access to the Plugin. You may opt out of some collection, but not all, as described in the settings or Documentation.

3.2. Feedback. If you give feedback about the Plugin to dbt Labs, you give to dbt Labs, without charge, the right to use, share and commercialize your feedback in any way and for any purpose without attribution to you. You will not give feedback that is subject to a license that requires dbt Labs to license its software or documentation to third parties if we incorporate your feedback in the software or documentation. These rights survive this agreement.

3.3. Processing of Personal Data. To the extent dbt Labs Processes the data of User in a jurisdiction that requires a data processing agreement or similar document, dbt Labs will process such Personal Data in accordance with Data Protection Laws applicable to dbt Labs as Processor of such Personal Data and in accordance with the dbt Labs Data Processing Addendum ("**DPA**"), available at <https://www.getdbt.com/cloud/dpa>, which the parties agree is effective between the parties as of the date hereof and is supplemental, applicable to, and incorporated into the Policy. Capitalized terms in this subsection not otherwise defined herein have the meanings set forth in the DPA.

3.4. Prohibited Actions. You shall not, under any circumstances, attempt to disable or block the Plugin's communication features, including but not limited to:

- Disabling or failing to provide internet access for the Plugin.
- Modifying the Plugin's source code or configuration to disable communication or enable features or functionality that are not otherwise available for your use.
- Using third-party tools to block, filter or otherwise limit communication with dbt Labs's servers.

4. Updates and Maintenance

4.1. Plugin Updates. The Plugin is a new technology and is likely to evolve over time. For the latest security fixes, please stay up to date with the latest Plugin version. In addition, dbt Labs may provide, but has no obligation to, periodic updates to improve or optimize Plugin functionality, best practices, and performance. dbt Labs will disclose version releases publicly or in dbt Cloud, and you are required to install recommended updates promptly. New versions also will be available on the Marketplace or as otherwise indicated in such disclosures. To the extent you do not install updates promptly, dbt Labs disclaims any liabilities that result from such failure to install an update or from using an outdated Plugin version. dbt Labs is not assuming an affirmative obligation to provide updates.

4.2 Automated Updates. Automated extension updates are enabled by default in Visual Studio Code. Instructions may be available in the Documentation. If you enable automatic updates, the Plugin will automatically update to the latest version when you open your IDE. For more information on automatic updates in your IDE, see the Marketplace or the Documentation. By enabling automated updates for the Plugin, to the extent made available by dbt Labs, you consent to receive and install automatic updates as part of the Plugin's regular operation. You are responsible for ensuring that the Plugin is kept up to date by accepting and installing these updates when prompted. To the extent you do not install updates, dbt Labs disclaims any liabilities that result from such failure to install an update or from using an outdated Plugin version.

4.3. Maintenance. Support services will be provided pursuant to the Service Level Agreement ("SLA") you have in your underlying services agreement between the parties, if applicable ("Agreement"). If you do not have an Agreement in place, support services may be provided via support@dbtlabs.com in the sole discretion of dbt Labs, and in the absence of the availability of such discretionary support, you can seek assistance from the dbt community.

5. Term and Effects of Termination

5.1. Term and Termination by You. The term commences on the Effective Date and continues until the Plugin is uninstalled or your use is terminated. You may terminate your use of the Plugin at any time by uninstalling it from your device. However, certain terms of this Policy may survive termination, including but not limited to those related to feedback, prohibited uses, communication with dbt Labs, data deletion, indemnities and liability limitations.

5.2 Reinstallation after Termination. You may reinstall the Plugin after termination, and your use will be subject to the most recent version of this Policy available at time of reinstallation.

5.2. Termination by dbt Labs. dbt Labs reserves the right to suspend or terminate your access to the Plugin, in whole or in part, at any time, with or without cause, including, but not limited to, suspected or actual violations of this Policy. Upon suspension or termination, you must immediately cease using the Plugin and, upon termination, uninstall it from your device. In the event your access has been suspended or terminated by dbt Labs for cause, you may not download an additional Plugin under the original or a new account without the express written permission of dbt Labs.

6. Privacy, Data Collection and Ownership

6.1. Data Ownership. Your code is yours. We follow responsible practices in accordance with our Privacy Policy. By using the Plugin, you consent to our collection and use of Data as described in the Privacy Policy, e.g., authentication data for the purpose of compliance confirmation and usage data for the purposes of providing, supporting, maintaining, updating, improving, and optimizing the Plugin and its performance ("**Purposes**"). You provide Data with a limited license grant to dbt Labs to use, store and process such data for the Purposes. You are solely responsible for the accuracy, quality and legality of such Data. dbt Labs will employ commercially reasonable physical, administrative, and technical safeguards to secure Data from unauthorized use or disclosure. Except as otherwise required by applicable law, dbt Labs will have no obligation to maintain Data more than ninety (90) days after the expiration or termination of this Policy and will delete any Personal Data within sixty (60) days of your written deletion request. Data will not be used to train any large language models or persistently retained by third parties other than as required to provide services.

6.2. Other Data Ownership. The Plugin may access data other than Data on your systems or the systems of third parties as instructed or directed by you, but such other data is not included in Data, is not provided by the Plugin to dbt Labs, is not accessed by dbt Labs, and is not on the systems of dbt Labs. Aside from the rights to use Data for the Purposes, dbt Labs takes no other proprietary rights in or to such other User data.

6.3. Plugin and Logo Ownership. You acknowledge that all right, title and interest in and to the Plugin and the dbt Labs name, logo and trademarks including Intellectual Property Rights and other third party proprietary rights embodied therein are and shall remain with dbt Labs or any third party licensors, as applicable.

6.4 Third Party Content. The Plugin may use, display, or include third party content (including data, code, software and other products or services) or links to third party websites or services ("Third-Party IP"). You acknowledge and agree that dbt Labs is not responsible for any Third-Party IP, including its accuracy, legal compliance, quality or any other aspect thereof. Third-Party IP and links thereto are provided solely as a convenience to you, if applicable.

6.5 Conflicts. Your use of the Plugin is governed by this Policy, the Agreement, the DPA, and the Privacy Policy. In the event of any direct conflict between this Policy and the Privacy Policy or the Agreement, the terms shall govern in this order of precedence: a. Privacy Policy, b. This Policy, and c. The Agreement.

7. Limitations of Liability

7.1. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PLUGIN IS SUBJECT TO THESE DISCLAIMERS. THE PLUGIN IS PROVIDED "AS IS" AND "AS AVAILABLE." DBT LABS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR USAGE OF TRADE. DBT LABS DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE PLUGIN WILL BE SECURE, UNINTERRUPTED, ERROR FREE, ACCURATE OR COMPLETE, OR COMPLY WITH REGULATORY REQUIREMENTS APPLICABLE TO USER. DBT LABS DOES NOT REPRESENT, WARRANT OR COVENANT REGARDING THE PLUGIN'S PERFORMANCE OR FUNCTIONALITY OR THAT DBT LABS WILL CORRECT ALL ERRORS.

7.2 Waiver of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DBT LABS, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, COST OF COVER OR SUBSTITUTE SERVICES, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF DBT LABS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN ADDITION, DBT LABS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES. USER ACKNOWLEDGES THAT USER IS RESPONSIBLE FOR ITS USE OF THE PLUGIN, AND AS SUCH DBT LABS SHALL HAVE NO LIABILITY FOR USER'S RELIANCE ON DATA THAT RESULTS FROM ITS USE OF THE PLUGIN.

7.3. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DBT LABS'S TOTAL CUMULATIVE LIABILITY TO THE USER AND/OR COMPANY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THE PLUGIN OR THE POLICY WILL NOT EXCEED THE FEES PAID OR PAYABLE TO DBT LABS UNDER THIS POLICY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. YOU AGREE THAT THE FOREGOING IS AN AGREED ALLOCATION OF RISK AND IS A REFLECTION OF THE RIGHTS AND OBLIGATIONS AGREED UPON BY THE PARTIES IN THIS POLICY. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY.

7.4 Beta Trial. To the extent you participate in a beta trial of the Plugin, the terms of this subsection apply to the beta trial notwithstanding any other provision in any other agreement between the parties. If you are not participating in a beta trial of the Plugin, the language in Section 7.4 a., b., c., d., and e. below is void and without effect.

- a. Beta Features are in development. You may accept or decline Beta Features in your sole discretion. You acknowledge that your use of Beta Features is at your sole risk.
- b. Beta Features may receive specialized support and/or may not receive full support and are excluded from the Agreement's SLA obligations attributable to dbt Labs.
- c. dbt Labs may modify or discontinue Beta Features or end your access to the Beta Features, in whole or in part, at any time, in its sole discretion, with or without notice, and may never generally release the Beta Features. Elements of the Beta Features, Privacy Policy, or Documentation may be under development and released, modified, or updated prior to general release.
- d. In the event Beta Features become available for purchase, you agree to either cease using the Beta Features or purchase by entering into an ordering document agreed to between the parties. dbt Labs

reserves the right to suspend or terminate access to the Beta Features in the event Client does not comply with this subsection.

- e. **BETA FEATURES ARE PROVIDED 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 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 AND NOTWITHSTANDING ANY OTHER PROVISION HEREIN, 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).**

8. Indemnification

You agree to indemnify and hold harmless dbt Labs and its Affiliates, officers, employees, agents, and licensors from any third party claims, damages, losses, or liabilities, including legal fees, arising out of or related to your provision of Data, your use of the Plugin, your breach of this Policy, or any violation by you of any law applicable to your use of the Plugin. Notwithstanding the foregoing, you will not be liable to indemnify dbt Labs against third party claims to the extent those claims are alleging dbt Labs's gross negligence or willful misconduct or against damages arising from allegations of infringement or misappropriation by the Plugin of a third party's Intellectual Property Rights to the extent User's use of the Plugin is in accordance with and as authorized by this Policy.

9. Governing Law and Dispute Resolution

9.1. Governing Law. This Policy shall be governed by and construed in accordance with the laws of the State of Delaware in the United States, without regard to its conflict of law principles.

9.2. Dispute Resolution. Any disputes arising from or related to this Policy shall be resolved through binding arbitration in Wilmington, DE, in accordance with the rules of the American Arbitration Association or other relevant body. To the extent permissible, you agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply, even if adopted as part of the laws of the State of Delaware. To the fullest extent permitted by applicable law, each party waives the right to trial by jury in any legal proceeding arising out of or relating to the Agreement or the transactions contemplated hereby.

9.3. Regional Consumer Rights. You may have consumer or other rights under the laws of your state or country. Separate and apart from this Policy, you may have rights with respect to the party providing you the Plugin. This Policy incorporates any legally-required rights, e.g., if you acquired the Plugin in one of the below regions, the following provisions may apply to you (this is not meant to be an exhaustive list):

- a. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this Policy is intended to affect those rights.
- b. **Canada.** If you acquired the Plugin in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the internet (if and when you re-connect to the internet, however, the Plugin may resume checking for and installing updates), or uninstalling the Plugin. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
- c. **Germany and Austria.**
 - i. **Warranty.** The properly licensed Plugin will perform substantially as described in any Documentation that references the Plugin. However, dbt Labs gives no contractual performance guarantees.
 - ii. **Limitation of Liability.** In case of intentional misconduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, dbt Labs is liable according to the statutory law.
 - iii. **Slight Negligence Limitation.** Subject to clause (ii) above, dbt Labs is only liable for slight negligence in the event dbt Labs is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this Policy, the breach of which endangers the purpose of this Policy and the compliance with which a party may constantly trust in (aka "cardinal obligations"). In other cases of slight negligence, dbt Labs is not liable for slight negligence.

10. Miscellaneous

10.1. **Severability.** If any provision of this Policy is found to be invalid or unenforceable, the remainder of the Policy shall remain in full force and effect.

10.2 **Amendments.** dbt Labs reserves the right to modify or amend this Policy at any time to retain compliance with the law but not for other reasons. Any changes will be posted on the dbt Labs website, and the updated Policy will be effective immediately upon posting. Continued use of the Plugin constitutes acceptance of the updated Policy.

10.3 **Trade Laws.** User agrees to comply with and shall not access or use or permit any third parties or other individuals (even those within Company) to access or use the Plugin in violation of U.S. export controls and economic and trade sanctions laws and regulations (collectively, "Trade Laws"). Without limiting the foregoing, User represents that it (a) will not access the Plugin from a country or territory that is itself the subject or target of comprehensive trade or economic sanctions (currently Venezuela, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, so-called Donetsk People's Republic, so-called Luhansk People's Republic regions of Ukraine) (a "Sanctioned Country"); (b) is not a Sanctioned Person; and (c) will not permit or enable any Sanctioned Person to access the Plugin. dbt Labs represents that it (a) will not provide the Plugin from a Sanctioned Country and (b) is not a Sanctioned Person. (For purposes of this provision, a "Sanctioned Person" means any individual or entity (i) listed in the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, the Entity List maintained by the U.S. Department of Commerce, or any other Trade-Law-related list of designated persons maintained by the United States, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom; (ii) operating, organized, or resident in a Sanctioned Country; (iii) that is a member of the government of, or acting for or on behalf of the government of a Sanctioned Country; or (iv) owned or controlled by, or acting for or on behalf of, one or more individuals or entities described in clauses (i), (ii) or (iii) above.)

11. Definitions

11.1 **"Affiliates"** means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

11.2. **"Beta Features"** mean the provision by dbt Labs to Client of new features, updates, upgrades, or services that are in prototype, preview, beta or otherwise not yet in general availability or release. These may or may not later be referenced in an Order Form.

11.3 **"Data"** means data that the Plugin collects about you and your use of the Plugin and sends that to dbt Labs. Such telemetry data is described in the Privacy Policy and includes usage and authentication data that is mandatory as well as any optional usage data sent pursuant to your opt in.

11.4 **"Destructive Elements"** means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the dbt Labs Platforms or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the dbt Labs Platforms to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

11.5 **"Documentation"** means the specifications and documentation available at <https://docs.getdbt.com/>.

11.6. **"Effective Date"** means the date of first Plugin use by the User.

11.7 **"Intellectual Property Rights"** means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for

the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

11.8 “**Personal Data**” means information provided by or on behalf of a User or Company that is subject to legal or regulatory frameworks, and it includes personal data, personal information, sensitive personal data, personally identifiable information, and protected health information.

11.9 “**Prohibited Content**” means content that: (i) is in violation of applicable law; (ii) violates any third party’s Intellectual Property Rights; (iii) contains ethically-prohibited, indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful, fraudulent, or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; or (vii) contains Destructive Elements.

12. Contact Information

For any questions or concerns regarding this Policy, please contact dbt Labs at legal@dbtlabs.com. We will contact you pursuant to the Contact Data provided.