DBT Support Terms of Service

Last Updated: November 20th, 2025

Introduction

Welcome to DBT Support LLC ("**DBT**," "**we**," "**us**," or "**our**"). These Terms of Service (this "**Agreement**") govern your use of DBT's managed IT, cybersecurity, and related professional services (collectively, the "**Services**"). By entering into any Statement of Work ("**SOW**") or otherwise using the Services, you ("**Customer**," "**you**," or "**your**") agree to be bound by this Agreement. If you are entering into this Agreement on behalf of an organization, you represent and warrant that you have authority to bind that organization; references to "you" and "your" include that organization.

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1. Definitions and Services Overview

1.1 Definitions. For purposes of this Agreement:

- **"Agreement"** means this Master Services Agreement, together with any Statements of Work ("SOWs") executed hereunder.
- **"Services"** means the managed IT, security, compliance, and related professional services that DBT provides to Customer under one or more SOWs.
- **"SOW"** means a written Statement of Work signed by both parties that references this Agreement and describes specific Services, deliverables, pricing, and terms.
- **"Communications"** means email, ticketing-system messages, chat transcripts, and other correspondence between DBT and Customer regarding the Services.
- **"Configurations"** means documented system, network, and application settings, policies, or scripts implemented or maintained by DBT under this Agreement.
- **"Logs"** means event, audit, or security records generated by systems managed by DBT or its third-party vendors in connection with the Services.
- **"Third-Party Services"** means hardware, software, cloud platforms, or other tools supplied by vendors or licensors whose products are integrated into the Services.
- **"Customer Materials"** means any data, information, content, systems, software, documentation, equipment, networks, credentials, instructions, or other materials provided or made available by Customer to DBT in connection with the Services.

- **“DBT IP”** means all software, documentation, methodologies, tools, processes, playbooks, configurations, scripts, templates, and other materials that are created, developed, owned, or provided by DBT (or its licensors) in connection with the Services, including all modifications, enhancements, derivative works, improvements, and adaptations thereof, but excluding Customer Data and Customer Materials.**“Customer Data”** means all information, data, and materials provided by Customer to DBT, or otherwise collected, processed, or stored by DBT on behalf of Customer, in connection with the Services.
- **“Vendor”** means any third-party supplier, licensor, subcontractor, or service provider engaged by DBT to deliver, host, or support any portion of the Services, including providers of Third-Party Services.
- **“Vendor Terms”** means the current license agreements, terms of service, privacy policies, and other contractual documents published by providers of Third-Party Services that govern Customer’s use of such Third-Party Services, as may be updated from time to time by the applicable provider.

1.2 Services Overview. DBT provides managed IT, security, and compliance Services for business clients. The specific scope, deliverables, and pricing for each engagement will be set forth in one or more signed SOWs referencing this Agreement. Each SOW is incorporated by reference and governed by this Agreement. Items not expressly included in an SOW—such as custom software or database development, incident response, penetration testing, or other project work—are excluded unless agreed in writing.

2. Term and Termination

2.1 Effective Date. This Agreement becomes effective on the date the first Statement of Work (“SOW”) is executed by both parties (the “Effective Date”) and will continue in effect unless terminated in accordance with this Section 2.

2.2 Termination for Cause. Either party may terminate this Agreement or any SOW immediately upon written notice if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach.

2.3 Termination without Cause. The parties may mutually agree in writing to terminate this Agreement or any SOW at any time. Customer has no right to terminate this Agreement or any SOW for convenience unless expressly stated in an applicable SOW.

2.4 Effect of Termination. Upon termination of any SOW, DBT shall cease the Services provided thereunder and invoice Customer for (i) Services performed through the effective termination date and (ii) any non-cancellable vendor or third-party commitments, setup

fees, or expenses incurred on Customer's behalf prior to termination.
Termination of this Agreement or any SOW shall not relieve Customer of its obligation to pay for Services performed prior to the effective termination date.
2.5 Survival. All provisions that by their nature should survive termination of this Agreement or any SOW, including without limitation payment, confidentiality, intellectual property, limitation of liability, indemnification, and dispute resolution, will survive such termination.

3. Payment Terms

3.1 Invoicing and Payment.

DBT will invoice electronically as described in each SOW. Payment is due within thirty (30) days of invoice receipt unless otherwise specified in the applicable SOW.

Customer shall have **five (5) business days** after receipt of an invoice to notify DBT in writing of any disputed charges, including reasonable detail describing the basis of the dispute. Failure to provide such written notice within this period constitutes acceptance of the invoice and the associated Services.

Customer must pay all **undisputed** amounts by the original due date. The parties will work in good faith to promptly resolve any disputed amounts, and Customer shall not unreasonably withhold or delay payment of valid charges.

3.2 Late Payments. Unpaid balances may accrue interest at the maximum rate allowed by law. Customer agrees to pay DBT's reasonable collection costs and reasonable attorneys' fees for enforcement of overdue amounts.
3.3 Taxes. Fees are exclusive of applicable sales, use, VAT, or similar taxes. Where required by law, DBT may collect and remit such taxes on Customer's behalf. In all other cases, Customer is responsible for remitting any applicable taxes arising from the Services, excluding taxes based on DBT's net income.

4. Customer Responsibilities

Customer agrees to: (a) provide DBT with necessary access to systems, facilities, personnel, and information required to perform the Services; (b) maintain lawful ownership of and authority to share any data provided to DBT; (c) ensure appropriate network connectivity and security controls as required for the Services; and (d) maintain complete and current data backups unless backup services are expressly included in an SOW.

Customer acknowledges that delays or failure to provide information, decisions, or approvals may delay Services delivery.

5. Confidentiality and Record Retention

Each party will protect the other party's nonpublic information disclosed in connection with the Services ("**Confidential Information**") using at least reasonable care and will use Confidential Information solely for performance under this Agreement. DBT may retain records of Services, Communications, Configurations, and Logs as required for legal, billing, security, or compliance purposes. These obligations survive for two (2) years after termination, except for trade secrets which are protected so long as they remain trade secrets.

6. Intellectual Property

All software, documentation, methodologies, and other DBT IP remain the sole property of DBT or its licensors. Customer receives a limited, non-exclusive, non-transferable license to use DBT IP solely for Customer's internal business purposes during the applicable Service term.

All Customer Data remains the property of Customer. Customer grants DBT a limited license to access and process such data only as required to perform the Services.

All Third-Party or Vendor intellectual property and related materials remain the property of their respective owners.

7. Non-Solicitation

During the term of effectiveness of this Agreement and for twelve (12) months thereafter, neither party will solicit for employment or hire any employee of the other party who was directly involved in providing or receiving the Services, without the other party's prior written consent. General solicitations not specifically directed at the other party's employees are not restricted.

8. Warranties and Disclaimers

8.1 Service Warranty. DBT represents that it will perform the Services in a professional and workmanlike manner using qualified personnel and industry-standard practices. DBT's sole obligation, and Customer's exclusive remedy, for any breach of this warranty shall be for DBT to re-perform the affected Services at no additional cost.

8.2 Customer Responsibilities for Data and Systems. Customer is responsible for identifying all systems, locations, data, and applications—including but not limited to on-premises, cloud, and SaaS environments—that require backup, monitoring, or logging

Services. DBT will implement such Services only for the systems, locations, data, and applications specifically identified or documented in an applicable SOW.

8.3 Backups and Data Accuracy. Where DBT provides backup or recovery Services, DBT shall maintain and test backup processes on a commercially reasonable basis consistent with the SOW. Customer retains ownership of all backed-up data and remains responsible for verifying that the proper systems are included and for reviewing restoration tests when requested.

8.4 Limitations.

DBT does not warrant that the Services or any Third-Party Service will be uninterrupted, error-free, immune from vulnerabilities, or capable of detecting or preventing all threats. DBT is not responsible for failures, delays, or inaccuracies arising from:
(i) data, systems, instructions, or configurations provided or controlled by Customer;
(ii) errors, failures, downtime, data loss, vulnerabilities, or other issues caused by any Third-Party Service; or
(iii) systems, networks, applications, or environments not expressly under DBT's management as stated in an applicable SOW.

DBT is not responsible for remediation, recovery, or damages arising from issues outside DBT's control, including any failure of Customer or third parties to maintain systems, apply updates, retain logs, or implement recommended security configurations.

8.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE OR IN AN APPLICABLE SOW, THE SERVICES ARE PROVIDED "AS IS." DBT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. Limitations of Liability

9.1 Maximum Liability.

Except for Customer's payment obligations, the cumulative, aggregate liability of each party for all claims arising out of or relating to this Agreement—whether in contract, tort, strict liability, or any other legal theory—shall not exceed:
(i) for DBT, the total fees actually paid by Customer to DBT under the applicable SOW giving rise to the claim during the twelve (12) months immediately preceding the date the liability arose; and

(ii) for Customer, the total fees paid and payable to DBT under the applicable SOW giving rise to the claim during the same twelve (12)-month period.

The foregoing limitation does not apply to damages resulting from (a) a party's gross negligence or willful misconduct, or (b) a party's breach of its obligations under Section 5 ("Confidentiality and Record Retention") or Section 7 ("Non-Solicitation").

9.2 Exclusion of Certain Damages.
In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenue, data, or goodwill, even if advised of the possibility of such damages.

9.3 Data Restoration.
DBT's liability for loss or corruption of data shall be limited to restoration of the most recent backup maintained by DBT, if available.

9.4 Applicability.
The limitations set forth in this Section 9 apply to the fullest extent permitted by law and regardless of the form of action, but shall not limit liability for a party's gross negligence, willful misconduct, or violation of confidentiality or non-solicitation obligations.

10. Indemnification

Customer will defend, indemnify, and hold harmless DBT and its affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Customer's misuse of the Services, violation of law, or breach of this Agreement.

11. Subcontractors

DBT may use qualified subcontractors to perform the Services. DBT remains responsible for their performance and compliance with this Agreement and will remain Customer's sole point of contact.

12. Data Backups

Except to the extent that such responsibility is expressly assigned to DBT in an applicable SOW, Customer is solely responsible for maintaining complete, current, and restorable backups of all Customer Data and Customer Materials. Where DBT provides backup, replication, or off-site storage Services, such Services are performed on a commercially reasonable best-efforts basis, and backup success, retention, or restoration may be

affected by factors outside DBT's control, including Customer systems, network conditions, and any Third-Party Service used to store or transmit data.

Customer assumes all risk of loss, corruption, alteration, unavailability, or inaccessibility of its stored data and software arising out of or related to the provision of the Services, except to the extent such loss is directly caused by DBT's gross negligence or willful misconduct.

13. Compliance and HIPAA

DBT will perform the Services in accordance with applicable federal, state, and local laws and regulations.

If Customer is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the parties shall execute a separate Business Associate Agreement ("BAA"), which will govern the use and protection of protected health information ("PHI").

For Customers subject to other regulatory frameworks—such as the Gramm-Leach-Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA), or applicable state privacy or data-protection laws—DBT will cooperate in good faith to support Customer's compliance efforts, but no additional contractual addendum shall be required unless specifically mandated by law or mutually agreed in writing.

14. Insurance

Customer shall maintain, at its own expense, commercially reasonable insurance coverage including general liability, workers' compensation, and cyber liability insurance, each with limits adequate for its operations. Upon request, Customer shall provide DBT with certificates of insurance evidencing such coverage. DBT maintains commercially reasonable insurance coverage, including general liability and technology errors & omissions/cyber liability, consistent with industry standards.

15. Governing Law; Dispute Resolution

15.1 Governing Law and Venue.

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict-of-laws principles. Any mediation, arbitration, or court proceeding arising out of or relating to this Agreement **shall take place exclusively in Jefferson County, Kentucky**, and each party irrevocably consents to the personal jurisdiction and venue of the state and federal courts located in Jefferson County, Kentucky.

To the extent the parties engage in arbitration, **the parties expressly agree that any arbitration shall occur exclusively in Jefferson County, Kentucky**, and this requirement is a material condition of this Agreement.

15.2 Negotiation; Mediation; Arbitration. Any dispute will first be subject to good-faith negotiation. If unresolved, the parties will submit the dispute to non-binding mediation. If still unresolved, the dispute will be submitted to binding arbitration under the rules of the American Arbitration Association ("**AAA**") before a single neutral arbitrator in Jefferson County, Kentucky. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS, NOT AS PART OF ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

15.3 Equitable Relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or Confidential Information, or to enforce Section 7 ("Non-Solicitation").

16. Notices

Notices must be in writing and may be delivered by email (with acknowledged receipt), certified mail (return receipt requested), or recognized courier service to the addresses set forth in the applicable SOW or as later designated by either party in writing. Notices are deemed given when received or, in the case of email, when delivery is confirmed.

17. Independent Contractor

DBT is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

18. Marketing Rights

DBT may list Customer's name and logo among its clients and may reference any engagement with Customer in proposals, case studies, and online materials, provided no Confidential Information is disclosed. Any press releases require mutual written consent.

19. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; war; terrorism; civil unrest; political coup d'état; martial law; disablement or destruction of a government agency; kidnapping or forced disappearance; denial of entry into the United States; labor disputes; governmental action or orders; epidemics or pandemics; supply-chain disruptions; cyberattacks (including ransomware, malware, and

DDoS attacks); failures of telecommunications, networks, or internet services; or widespread electrical or power outages.

The affected party must use commercially reasonable efforts to mitigate the impact of the Force Majeure event and resume performance as soon as reasonably possible.

20. Entire Agreement and Change Control

This Agreement, together with all executed SOWs, constitutes the entire understanding between the parties and supersedes all prior or contemporaneous proposals, negotiations, representations, and agreements—whether written or oral—regarding the subject matter hereof.

In the event of any conflict or inconsistency, the order of precedence shall be:
(i) the applicable SOW,
(ii) this Agreement, and
(iii) any applicable Vendor Terms,
unless the parties expressly agree otherwise in a signed writing.

Customer acknowledges and agrees that DBT may update this Agreement from time to time. DBT will notify Customer of any material updates by email with confirmed delivery or certified mail, if applicable. Updated terms will become effective thirty (30) days after notice unless Customer objects in writing within that period. If Customer objects, the prior version of this Agreement will continue to govern all active SOWs until their completion or renewal, at which time the updated version shall apply.

No amendment or modification to an SOW will be effective unless made in writing and signed by authorized representatives of both parties.

21. Severability and Assignment

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect. Customer may not assign this Agreement, in whole or in part, without DBT's prior written consent, which shall not be unreasonably withheld. DBT may assign this Agreement to any affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. If Customer is acquired or merged with another entity, this Agreement shall automatically transfer to the acquiring entity.

22. No Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver of that or any other provision. A waiver must be in writing and signed by the waiving party.

23. Third-Party Vendors and Flow-Down Terms

DBT's Services may incorporate or depend upon Third-Party Services (as defined in Section 1 ("Definitions")) above. Customer's use of any Third-Party Services is subject to the then-current Vendor Terms published by the applicable providers, which are incorporated herein by reference and may be accessed at https://www.dbtsupport.com/vendor-terms or as otherwise identified in the applicable SOW.

By executing an SOW or using any Services that include Third-Party Services, Customer agrees to comply with the corresponding Vendor Terms. Customer authorizes DBT to accept such Vendor Terms on Customer's behalf solely for the purpose of provisioning or administering the Services.

DBT will exercise reasonable diligence in the selection and ongoing review of its Vendors and corresponding Vendor Terms to ensure they maintain commercially reasonable security, reliability, and compliance standards. However, DBT does not control and is not responsible for the performance, availability, data retention, or security of any Third-Party Service. Accordingly, DBT will not be liable for any loss, corruption, interruption, or delay of data, or any failure of a Third-Party Service, except to the extent directly caused by DBT's gross negligence or willful misconduct.

Customer shall not copy, modify, reverse-engineer, benchmark, resell, or use data or outputs from any Third-Party Service to train or develop machine learning or artificial intelligence systems without DBT's prior written authorization or unless expressly permitted under the applicable Vendor Terms.

Telemetry, diagnostic, or anonymized operational data collected through DBT-managed Services may be used by DBT and its Vendors for operational analytics, cybersecurity research, or product improvement, provided such data is not reasonably capable of identifying Customer or its users.

Vendor relationships may change from time to time in accordance with Section 26 (Service Platform and Software Changes).

24. Compliance, Export, and Anti-Corruption

Each party will comply with applicable laws, including U.S. export control laws and anti-bribery statutes such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Customer will not export, re-export, or transfer any DBT-provided or vendor-provided software or technology in violation of such laws.

25. Security Incident Notification

DBT will notify Customer without undue delay upon confirmation of a data breach involving Customer Data within DBT's control and will provide information reasonably available to DBT to help Customer meet its legal notification obligations. Customer is responsible for notifying Customer's own end users or customers if required by law. The parties will cooperate in good faith to mitigate and remediate any such incident.

26. Service Platform and Software Changes (60-Day Notice)

DBT may, from time to time, modify or replace software, tools, or third-party services used to deliver the Services in order to maintain or improve performance, security, or reliability. DBT will provide at least sixty (60) days' written notice prior to implementing any **material** change that impacts your operational environment or functionality. During the notice period, you may object in writing to the proposed change. If the parties cannot mutually agree on an alternative solution, DBT may elect to discontinue the affected Service at the end of the notice period without penalty or liability, and you will not be charged for the discontinued portion of the Services beyond that date.

27. Headings. The headings and subheadings in this Agreement are for convenience only and do not affect the interpretation or construction of any provision.

28. Limitation Period. Except for actions arising from non-payment, breach of confidentiality, or infringement of intellectual-property rights, any claim or cause of action arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action accrues, or such claim shall be permanently barred.

Contact Information

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