

Coupa Artificial Intelligence–Specific Terms

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The following terms and conditions (these “**Terms**”) apply to features and products offered by Coupa Software Incorporated and its Affiliates (“**Coupa**”) that use artificial intelligence, and supplement the Master Subscription Agreement or other similarly titled agreement made by and between Customer and Coupa under which Customer has subscribed to one or more of Coupa’s Hosted Applications (the “**Agreement**”). As it pertains to the use by Customer of Coupa Intelligence, if and to the extent that these Terms conflict with the Agreement, these Terms shall amend and supersede any conflicting terms in the Agreement.

1. **Definitions. “Coupa Intelligence”** means any machine learning, automated decision-making, natural language processing or artificial intelligence (“**AI**”) tools, services or functionality made available by Coupa, including, without limitation, any functionality labeled “Coupa Navi™” or otherwise identified by Coupa as “AI-powered” or similar designation. Other capitalized terms not defined in these Terms have the meanings given in the Agreement.
2. **Terms that Apply to Coupa Intelligence.** Customer agrees that inputs to Coupa Intelligence (“**Input**”) and outputs thereof (“**Output**”) may be used by or on behalf of Coupa as contemplated by the Agreement and for training and improving Coupa Intelligence and the associated AI model(s), subject to Coupa’s obligations of confidentiality as applicable under the Agreement. Further, Customer understands and agrees that Input and Output that has been aggregated and anonymized may be used by Coupa to the same extent as provided under the Agreement with respect to aggregated and anonymized data. Nothing in these Terms is intended to void or limit in any way the rights or obligations Coupa has with respect to Customer Data or aggregated and anonymized data under the Agreement.
3. **Customer Responsibilities.** Customer must use Coupa Intelligence in accordance with the Documentation and shall ensure that its use of Coupa Intelligence does not (i) violate any applicable law; (ii) violate these Terms, the Agreement, the Documentation, or an applicable Order Form; or (iii) infringe, violate, or misappropriate any Coupa, Coupa Affiliate, or third- party rights. Customer must not, and Customer must ensure its Users do not, represent that output from Coupa Intelligence was human-generated or in any way publish, distribute or publicly attribute authorship of Output to Coupa. Coupa Intelligence uses technology provided by third party service providers. Customer acknowledges and agrees to comply with, and to require each of its Users to comply with, the policies available [here](#), which may change from time to time.

4. **Disclaimers.** Coupa makes no express or implied warranty, representation or guarantee as to Output or Coupa Intelligence whatsoever, including but not limited to no warranty of merchantability or of fitness for a particular purpose or use, and no warranty as to the accuracy, completeness, legality, uniqueness or reliability of the Output, which is by its nature probabilistic. Use of the Output and Coupa Intelligence, and any material and/or data obtained through the use of any Coupa Intelligence feature, is at Customer's sole risk. Customer should not rely on any guidance or suggestions contained in Output without independently determining their accuracy, completeness and reliability. Due to the nature of Coupa Intelligence, (a) the Coupa Service Level Agreement does not apply to Coupa Intelligence, and (b) Output does not represent Coupa's views