

## COUPA ARTIFICIAL INTELLIGENCE EXHIBIT

The following terms and conditions are hereby incorporated into the Agreement between Coupa and Customer as an Exhibit thereto, and apply to the provision to Customer by Coupa of any Coupa AI Product.

**1. Definitions.** The definitions set out below apply in this Exhibit. Capitalized terms not defined below have the meanings given to such terms elsewhere in the Agreement.

- 1.1. **“AI System”** means any machine learning, deep learning, or other artificial intelligence technology, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, and all software implementations of any of the foregoing.
- 1.2. **“Anonymized”** means data that has been processed in such a manner that it can no longer be used to identify, directly or indirectly, any individual (including any User or any individual that is a supplier of Customer), whether alone or in combination with other information reasonably likely to be used for such identification.
- 1.3. **“Applicable AI Laws”** means all laws, rules, and regulations in any relevant jurisdiction concerning the provision, development, deployment, use, or improvement of AI Systems, including the EU AI Act, to the extent applicable to the parties in connection with the performance of their respective obligations under the Agreement.
- 1.4. **“Coupa AI Product”** means any Hosted Application that incorporates, uses, depends on, or employs an AI System.
- 1.5. **“Coupa-dedicated AI System”** means a Coupa-dedicated instance of an AI System.
- 1.6. **“EU AI Act”** means the European Union Artificial Intelligence Act (Regulation (EU) 2024/1689).
- 1.7. **“High-Risk AI System”** means any AI System classified as ‘high risk’ or equivalent by Applicable AI Laws.
- 1.8. **“Input”** means information, data, materials, text, prompts, or other content that is inputted, entered, uploaded, submitted, transmitted, or otherwise provided or made available for processing by or through any Coupa AI Product by or on behalf of Customer.
- 1.9. **“Output”** means information, data, materials, text, or other content generated, produced, or otherwise outputted by any Coupa AI Product specifically for Customer and solely in direct response to Input, and excluding any intellectual property rights owned by Coupa, Customer, or any third party.
- 1.10. **“Public AI System”** means an AI System that is not a Coupa-dedicated AI System.
- 1.11. **“Training Data”** means any data, content, or other information, regardless of format or origin, used by or on behalf of Coupa to train, retrain, fine-tune, validate, update, or otherwise improve the performance or functionality of a Coupa AI Product.

**2. Coupa’s Obligations.** Coupa shall:

- 2.1. comply with Applicable AI Laws in connection with the design, development, training, and provision of Coupa AI Products pursuant to the Agreement;
- 2.2. use commercially reasonable efforts to not do, or omit to do, anything that may cause Customer to be in breach of Applicable AI Laws in connection with Customer’s use of Coupa AI Products;
- 2.3. notify Customer in writing if it becomes aware of any change in any Applicable AI Laws that would preclude Coupa’s performance of its material obligations related to Coupa AI Products; and
- 2.4. use commercially reasonable efforts to ensure that Coupa AI Products do not comprise, include, or make use of, any High-Risk AI System.

3. **Customer's Obligations.** Customer shall:
  - 3.1. comply with Applicable AI Laws in connection with its receipt or use of Coupa AI Products;
  - 3.2. use commercially reasonable efforts to not do, or omit to do, anything that may cause Coupa to be in breach of Applicable AI Laws;
  - 3.3. not use any Coupa AI Product as a High-Risk AI System;
  - 3.4. not use any Coupa AI Product to knowingly create or generate Output that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or violates any applicable law; and
  - 3.5. not access or use any Coupa AI Product to develop, train, or improve any other AI System.
4. **Intellectual Property.**
  - 4.1. **Coupa AI Products and Training Data.** Coupa and its licensors shall retain sole ownership of all rights, title, and interest, including all intellectual property rights, in and to Coupa AI Products and Training Data.
  - 4.2. **Input.** Input constitutes Customer Data, and consequently the provisions of the Agreement regarding Customer Data shall apply to Input.
  - 4.3. **Output.**
    - 4.3.1. **Ownership** – All rights, title, and interest in and to Output, including all intellectual property rights therein, shall vest in Customer immediately on creation, and Coupa hereby assigns to Customer all rights, title, or interest it may acquire in or to Output.
    - 4.3.2. **License** – Customer hereby grants to Coupa a worldwide, royalty-free, fully paid, non-exclusive, non-transferable (except as set forth in Section 11.5 (Assignment) of the Agreement), sub-licensable (to Coupa's Subprocessors only) right to reproduce, use, process, transfer, and store Output for the purposes of performing its rights and obligations under the Agreement and any other activities expressly agreed to by Customer.
5. **Service Improvement.** Customer hereby grants to Coupa a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable, sublicensable license to reproduce, use, process, transfer, and store Customer Data and Output in an Anonymized and aggregated format for the purpose of improving the Hosted Applications. For clarity, Coupa shall not use Customer Data or Output to train any Public AI System.
6. **Similarity of Output.** Customer acknowledges and agrees that, due to the nature of Coupa AI Products and AI Systems generally, any Output may not be unique, and other Coupa customers may generate content similar to Output using Coupa AI Products.
7. **Opt-In Features.** Coupa may designate certain Coupa AI Products as optional and available on an opt-in basis. Customer may choose not to opt-in to such Coupa AI Products, in which case Coupa will restrict Users' access to such Coupa AI Products.
8. **DISCLAIMER.** COUPA DOES NOT MAKE ANY WARRANTY OR REPRESENTATION AS TO THE SUFFICIENCY, ACCURACY, OR COMPLETENESS OF ANY OUTPUT, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY TO CUSTOMER IN CONNECTION WITH CUSTOMER'S OR ANY THIRD PARTY'S USE OF, OR RELIANCE UPON, ANY OUTPUT.