



Last Updated: June 20, 2024

AI Terms

These terms (“AI Terms”) describe the specific terms that apply to Druva products, services or features offered by Druva that use artificial intelligence (“AI”) and/or machine learning (“ML”) (each, an “AI Offering” and collectively, “AI Offerings”).

These AI Terms are incorporated into and form part of the [Master Customer Agreement](#), [Terms of Use](#) or such other agreement as may be applicable (each an “Agreement”), between Druva (“Druva”, “we” or “us”) and the organization you represent (“Company”, “Customer”, “you” or “your”).

These AI Terms are effective on the date you first use or access any AI Offering. Any capitalized terms used but not defined in these AI Terms have the meanings set out in the Agreement. In the event of any conflict or inconsistency between the Agreement or, if applicable, an order form governed by the Agreement and the AI Terms, these AI Terms shall prevail with respect to the AI Offering.

1. **Druva AI Offerings.** Druva’s AI Offerings include:

- Dru Assist, which is an AI-powered technology that facilitates customer support conversations.
- Dru Investigate (Beta), which is an AI-powered technology that facilitates a customer’s search of their own system reports for information.

2. **Third Party Providers.** Druva may use technology provided by third party service providers in its AI Offerings. In Customer’s use of AI Offerings, Customer acknowledges and agrees to comply with, and to require each of its users to comply with, the terms and policies of such third party service providers (e.g., [Intercom](#), [Amazon Bedrock](#)), which may change from time to time.

3. **Content.** You may provide input to the AI Offering (“Input”) and receive output from the AI Offering based on the Input (“Output”). Input and Output are collectively “Content.” You represent and warrant that you have all rights, licenses, and permissions needed to provide your Inputs. You acknowledge that third parties may submit Inputs that generate results that are similar or identical to Outputs independently provided to you (“Similar Content”) and that Similar Content is not owned by you or your company nor is it Customer Confidential Information.

4. **Customer Responsibilities.** You are responsible for: (i) the lawfulness of all Inputs and (ii) all decisions, actions, or inactions arising from its use of the Covered AI Features, including, without limitation, ensuring such decisions, actions, or inactions comply with applicable laws, regulations, and other legal requirements related to data protection, intellectual property, and the use of artificial intelligence or machine learning.

5. **Restrictions on Use.** You may not: (i) submit any Inputs that violate the intellectual property rights of third parties, applicable law, the Agreement, or these AI Terms; (ii) represent or mislead anyone that Output is human generated when it is not; (iii) rely, or encourage others to rely, on any Outputs without independently evaluating their accuracy and appropriateness of use, including by using human review; (iv) use Output to develop or train competing models or use any method to extract data, or infer information, from an AI Offering or otherwise attempt to discover underlying

components of an AI Offering (e.g., models, algorithms, systems) (except to the extent such restrictions are contrary to applicable law); or (v) violate any third-party terms, policies or other agreements.

6. **Accuracy.** You acknowledge that Outputs may be inaccurate, inappropriate, inefficient, or biased. Outputs may not reflect correct, current or complete information. You and your Company will implement reasonable practices, including human oversight, to guard against Outputs being used in an inappropriate, unsuitable or unlawful way or in violation of the rights of others. Druva makes no representations or warranties and provides no indemnities with respect to Outputs.
7. **Responsible AI Use Requirements.** You will evaluate Outputs for accuracy and appropriateness for your Company's use case. If you use an AI Offering to make consequential decisions, you and your Company must evaluate the potential risks of your use case and implement appropriate human oversight, testing, and other use case-specific safeguards to mitigate such risks. Consequential decisions include your use of the Cloud Services and your implementation of any features or functions with respect to the Cloud Services.
8. **Disclaimer.** THE AI OFFERINGS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. DRUVA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND ASSUMES NO INDEMNITY OBLIGATION OF ANY KIND WITH REGARD TO THE AI OFFERINGS OR ANY OUTPUT OF THE AI OFFERINGS. DRUVA WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE AI OFFERINGS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DRUVA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AI OFFERINGS IS \$1,000 USD.
9. **Our Use.** (i) Druva may use Content to provide, maintain, develop, and improve our products, services or features; comply with applicable law; enforce our terms and policies and keep our products, services and features safe. (ii) We appreciate your feedback, and you agree that we may use it without restriction or compensation to you.
10. **Discontinuation or Modification of AI Offerings.** Druva reserves the right to discontinue, modify, or update any features or functionalities of an AI Offering at any time, with or without prior notice to the Customer. Druva shall not be liable to you or any third party for any such discontinuation, modification, or update of an AI Offering.
11. **Modifications of Terms.** Druva reserves the right to modify, amend, or update these AI Terms at any time. Any changes to these AI Terms will be effective immediately upon posting on Druva's website or other designated platform. Your continued use of any AI Offering after such modifications constitutes acceptance of the revised AI Terms. It is your responsibility to regularly review these AI Terms to stay informed of any updates or changes.
12. **Entire Agreement.** These AI Terms and the Agreement are the complete agreement between us with respect to the AI Offerings and replace any prior oral and/or written communications between us concerning your use of any AI Offerings. Except as amended by these AI Terms, the Agreement remains unchanged and in full force and effect. A breach of these AI Terms, including any Third Party Provider's terms, is a material breach of the Agreement. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Customer Agreement, Druva reserves the right to suspend the provision of the applicable AI Offering to Customer.