



Version Dated: October 9, 2024

AI TERMS

These AI Terms govern the access to and use of AI Services (as defined below) identified on an Order Form and form part of the applicable Treasure Data [Terms of Service](#) ("**Terms of Service**"), master service agreement, Order Form or other agreement ("**Service Agreement**") that governs the purchase of cloud services ("**Service**") provided by Treasure Data, Inc. ("**Treasure Data**") to the customer thereunder ("**Customer**").

1. DEFINITIONS

For the purposes of these AI Terms, the following capitalized words are ascribed the following meanings. All capitalized terms not defined in these AI Terms shall have the meaning ascribed to them in the Terms of Service, or if a master service agreement applies, the substantially equivalent terminology defined therein:

1.1 "**AI Services**" means the Treasure Data generative artificial intelligence Service to which Customer is subscribed.

1.2 "**Customer Content**" means Input and Output.

1.3 "**Input**" means any text, file, data or any other information provided or made available by or for Customer to AI Services.

1.4 "**Output**" means any text, data or other content generated by AI Services and returned to Customer based on the Input.

2. CUSTOMER CONTENT

2.1 As between Customer and Treasure Data, Customer retains all right, title, and interest in the Input and owns the Output; and Treasure Data and its licensor(s) retain all right, title, and interest in the Service, including the AI Services, and owns any improvement or enhancement to them, unless otherwise expressly agreed with Customer. Customer acknowledges and agrees that Output may not be unique, that other Treasure Data customers may obtain the same or similar output when using AI Services, and that this clause does not extend to such output or limit or prohibit other customers' use of such output.

2.2 To the extent Customer Content includes personal data, Treasure Data will process it on behalf of Customer in compliance with the Service Agreement, including any applicable data processing agreement or addendum entered by the parties ("**DPA**") and these AI Terms, and as required under applicable law.

2.3 Treasure Data shall not use, and shall not authorize third parties to use, Customer Content to train AI Services.

2.4 Customer is responsible for all Customer Content and represents and warrants that it has any right, licenses, consent and permission required to provide Input to AI Services in compliance with all applicable laws, including without limitations with applicable privacy and data protection laws.

2.5 Treasure Data may in its reasonable discretion investigate, and suspend access to the AI Services due to, any suspected violation of these AI Terms; and any suspension of Customer's access to AI Services during such investigation shall not constitute a breach of the Service Agreement.



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3. DISCLAIMERS AND CUSTOMER'S RESPONSIBILITIES

3.1 Use of AI Services may produce Output that is unexpected or unsuitable for some uses. Treasure Data disclaims all warranties, express or implied, regarding the Output. Without limitations to the foregoing, Treasure Data makes no warranty or guarantee as to the accuracy, completeness, fitness for purpose or reliability of Output and shall not be liable or responsible for Customer's use of Output or any omissions or errors in the Output.

3.2 Customer is solely responsible for any use of the Output and for evaluating, editing, and amending the Output before publishing, using, or relying on such Output.

3.3 Customer's use of AI Services must comply with the [AI Acceptable Use Policy](#).

4. THIRD-PARTY AI SERVICE PROVIDERS

4.1 Treasure Data uses third-party Sub-processors (as this term is defined under Treasure Data's [Data Processing Addendum](#)) for performing certain AI Services, as specified [here](#) ("**AI Service Providers**"). Customer acknowledges and agrees that if Customer uses AI Services, Treasure Data may transfer Customer Content to its AI Service Providers and the AI Service Providers will process Customer Content.

4.2 To the extent AI Services are provided through Amazon Bedrock, the AI Service Provider may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of applicable terms of service or acceptable use policies. If these mechanisms detect apparent child sexual abuse material, Customer agrees that the AI Service Provider may report the incident to the National Center for Missing and Exploited Children or other authority. In addition, the AI Service provider may share information, that does not include Customer Content, about Customer's use of a third-party model on Amazon Bedrock with the provider of that third-party model. Further details are available here: <https://docs.aws.amazon.com/bedrock/latest/userguide/abuse-detection.html>.

4.3 Customers that have selected South Korea as the region where their Collected Data is to be hosted at rest within the Service acknowledge and agree that the use of AI Services provided through Amazon Bedrock entails the processing of Customer Content outside of such jurisdiction.