



# Descriptions and Terms for dbt Labs Products and Services with AI Technology

These terms relate to all dbt Labs Products incorporating AI (“**AI Terms**”) and supplement, modify and are incorporated by reference into underlying agreement between dbt Labs (provider of the Services) and Client (user of the Services) (“**Agreement**”) and govern Client use of such tools.

**Definitions.** Capitalized terms are as defined in the Agreement, unless defined herein. “**AI**” means the provision by dbt Labs to Client of processes, functionality, features, techniques, software, whether proprietary to dbt Labs or facilitating the use of third party technologies developed or contracted by either party, that (i) utilize large language models, machine learning, complex logic trees, “smart” technology, deep learning, statistical learning algorithms, natural language processing, generative artificial intelligence, models, or other artificial intelligence tools, methodologies, or systems capable of automating repetitive functions or generating new content based on existing content (including text, images, video, audio, or computer code) and user-supplied prompts, or (ii) that can perform tasks that simulate human intelligence, such as visual perception, statistical or predictive analysis, code generation and/or optimization, content summarization or monitoring, speech recognition and/or conversion, speech translations, selective data extraction or organization, decision-making, learning, natural language construction, and pattern or relationship identifications in datasets.

**Ownership.** The parties understand and agree that dbt Labs retains all rights and title to all dbt Labs technology referenced herein or in any Order Form or Agreement including all property rights, and dbt Labs only provides a limited license to Client to use such technology subject to and during the term of the Agreement. As between Client and dbt Labs, Client owns any resulting output that is unique to Client. Client consents to dbt Labs using Client’s AI-related Platform Data which may include, but not be limited to, submitted prompts and resulting output, not unique to the Client and not including Personal Data, for purposes of optimizing, improving, trouble-shooting problems, and providing AI and Services.

**Use Restrictions.** Client’s AI use will remain in accordance with the Agreement and Documentation. Client will not introduce Prohibited Content into or through AI and remains responsible for its Authorized Users use of AI. With respect to protected health information and HIPAA, the parties agree that AI Tools are not intended to receive protected health information, provide medical advice, or be used as a medical device. Client will not use AI Tools for such purposes, and dbt Labs has no knowledge of or liability for any such misuse.

**Confidentiality.** Any information Client provides by or on behalf of Client to dbt Labs via AI is subject to the confidentiality obligations unless (i) it is anonymized and/or aggregated such that Client and user are not identified or identifiable by a third party, or (ii) Client instructs, directs or consents to its use in training or to its being shared with third parties for such purposes (“**Model Training**”).

**AI Limitations.** Client acknowledges that AI may make errors and mistakes, misinterpret prompts, hallucinate answers, and introduce bias.

**Models of dbt Labs and its AI Vendors.** To the extent dbt Labs provides its own AI or that of its subcontractor, as indicated in the Agreement, the Order Form, or the Documentation, this section applies. To the extent dbt Labs gives Client notice in the Documentation that AI is provided by OpenAI, LLC (“**OpenAI**”), and access via API is provided by dbt Labs, Client may not use AI in a manner that violates any OpenAI Policies or Guidelines. To the extent dbt Lab’s subcontractors are utilized, Client agrees to comply with any subcontractor terms identified in the Documentation. To the extent Client’s Authorized User directs Model Training, consents to it, or utilizes a product that discloses the use of AI and/or Model Training, Client assumes the risk of introducing Personal Data, sensitive data, legally- or ethically-prohibited content, confidential, or proprietary information.



**Client AI Vendors.** To the extent Client provides its own AI subcontractor (“**Client’s Subcontractor**”), this section applies. Client’s use of Client’s Subcontractor is at Client’s risk and no liability will accrue to dbt Labs for any Model Training by Client’s Subcontractor or for any other act or omission by Client’s Subcontractor. Client warrants it has the right to use Client’s Subcontractor without violating any contracts or applicable law.

**Conflicts.** In the event of conflicts between the Agreement and these AI Terms, these AI Terms prevail. In the event of conflicts between the Order Form and these AI Terms, the Order Form prevails.

**Agreement Ratification.** Except for the foregoing modifications, the Agreement remains unchanged and in full effect, including any governing law, choice of forum, severability and merger provisions.