

Syskit AI Terms



Last Updated: September 1st, 2026

These Syskit AI Terms (“AI Terms”) govern Customer’s use of artificial intelligence features made available in Syskit Point (“AI Features”). These AI Terms supplement the Syskit End User License Agreement, Data Processing Addendum, Privacy Policy, and any applicable Order Form.

1. AI Features

Syskit Point may include optional artificial intelligence-powered features (“AI Features”), including capabilities such as intelligent insights, analytics, recommendations, content summarization, automated actions, workflow assistance, and other AI-assisted functionality.

AI Features are disabled by default and require explicit activation by the Customer. Once enabled, the Customer will be able to see when AI Features have been activated and by whom, with the option to opt out at any time.

2. Customer Inputs and AI Outputs

“Inputs” means any Customer Data, prompts, queries, content, metadata, or other information submitted to AI Features.

“Outputs” means any content, response, summary, recommendation, classification, automated actions, workflows or other result generated by AI Features.

Customer is responsible for all Inputs submitted to AI Features and for reviewing, validating, and deciding whether to use any Outputs.

3. Ownership

As between Syskit and Customer:

- a. Customer retains all rights in Customer Data and Inputs.
- b. Customer may use Outputs generated from Customer’s lawful use of AI Features.
- c. Syskit retains all rights in Syskit Point, AI Features, software, models, workflows, documentation, and related technology.

Customer acknowledges that due to the nature of machine learning and the AI technology, Outputs may not be unique and similar outputs may be generated.

4. Use of Customer Data and Assistant Inputs



For purposes of these AI Terms, “Assistant Inputs” means prompts, queries, instructions, content, metadata, and other information submitted by authorized users through Syskit Point Assistant.

When Syskit processes Assistant Inputs for the purpose of providing, operating, securing, maintaining, supporting, or troubleshooting the AI Features for Customer, Syskit processes any Personal Data contained in such Assistant Inputs as a processor on behalf of Customer in accordance with the applicable Data Processing Addendum.

Separately, where enabled by Customer, Syskit may retain and analyze Assistant Inputs for Syskit’s own purposes of evaluating and improving the quality, reliability, functionality, safety, performance, and user experience of Syskit Point Assistant and related AI Features generally. To the extent Assistant Inputs processed for these purposes contain Personal Data, Syskit acts as an independent controller.

Customer may disable the use of Assistant Inputs for product-improvement purposes through the applicable Syskit Point administration settings.

Syskit does not use Assistant Inputs to train or fine-tune the underlying artificial intelligence or machine learning models used to provide the AI Features.

Only Assistant Inputs, and not AI-generated Outputs, are retained for the product-improvement purpose described in this Section.

Assistant Inputs are stored as submitted by users and may contain Personal Data or other Customer information.

Authorized Syskit personnel may access raw Assistant Inputs where necessary for product-improvement, quality, support, security, or troubleshooting purposes. Such access is subject to applicable authorization, confidentiality, access-control, logging, and security requirements.

Assistant Inputs retained for product-improvement purposes are stored for 90 days from collection, after which they are deleted.

Further information regarding Syskit’s processing of Personal Data for product-improvement purposes, including its legal basis, retention, and data subject rights, is provided in Syskit’s Privacy Policy.

For Enterprise or self-hosted deployments, Assistant Inputs are transmitted to Syskit only where the Customer has enabled AI Features and the applicable telemetry or data collection functionality is enabled. If the Customer disables telemetry or the applicable data collection functionality, Assistant Inputs are not transmitted to Syskit and Syskit does not collect or process such Assistant Inputs for product-improvement purposes.



5. Third-Party AI Providers

AI Features may rely on Microsoft Foundry or other third-party AI providers listed in the applicable DPA. Customer acknowledges that such services may be subject to third-party terms, availability, regional limitations, technical restrictions, and usage policies.

Processing locations may include the European Union, United States, or Australia, depending on Customer's selected Azure region.

6. Customer Responsibilities

Customer is responsible for:

- a. enabling, configuring, and using AI Features;
- b. determining what data is submitted to AI Features;
- c. ensuring appropriate lawful basis, notices, consents, and safeguards;
- d. reviewing Outputs before relying on them;
- e. ensuring human oversight;
- f. complying with GDPR, the EU AI Act, and other applicable laws

Customer is responsible for conducting any required DPIA, AI risk assessment, or other applicable compliance assessment.

Customer shall take reasonable steps to ensure that its authorized users are informed that their use of Syskit Point Assistant may involve retention and analysis of Assistant Inputs as described in these AI Terms and Syskit's Privacy Policy.

Customer and its authorized users should not submit Personal Data, special categories of Personal Data, or other sensitive information through Syskit Point Assistant unless such submission is necessary for the permitted use of the Service and legally permitted.

7. Restrictions

Customer must not use AI Features:

- a. unlawfully or in violation of third-party rights;
- b. to generate harmful, discriminatory, deceptive, or illegal content;
- c. for biometric identification, social scoring, unlawful profiling, or prohibited AI practices;



- d. as the sole basis for decisions producing legal or similarly significant effects on individuals;
- e. for high-risk AI use cases unless expressly permitted by Syskit in writing and legally compliant;
- f. to develop competing AI models or services;
- g. to reverse engineer, extract, or infer model parameters or underlying systems.

8. AI Output Disclaimer

Outputs may be inaccurate, incomplete, misleading, biased, outdated, or unsuitable for Customer's intended purpose.

AI Features and Outputs do not constitute legal, financial, medical, employment, compliance, cybersecurity, or other professional advice.

Customer must independently verify Outputs before use.

9. Enterprise Deployments

For Enterprise, on-premise, self-hosted, or customer-managed deployments, Customer is solely responsible for the deployment, configuration, security, access control, region selection, logging, retention, and compliance of the AI environment.

Syskit does not access, control, or process Inputs or Outputs in such deployments unless expressly agreed in writing.

10. Suspension

Syskit may suspend or restrict AI Features if Syskit reasonably believes that Customer's use violates these AI Terms, applicable law, third-party provider terms, security requirements, or creates risk to Syskit, Customer, other customers, or third parties.

11. No Warranty

AI Features are provided "as is" and "as available." Syskit does not warrant that AI Features or Outputs will be accurate, complete, uninterrupted, error-free, non-infringing, or fit for a particular purpose.

12. Limitation of Liability

To the maximum extent permitted by law, Syskit is not liable for Customer's reliance on Outputs, Customer's Inputs, Customer configuration, Customer-managed AI



infrastructure, or Customer's failure to comply with applicable. For the avoidance of doubt, Syskit shall not be liable for any decisions, actions, omissions, or damages resulting from Customer's use of, or reliance on, any Outputs generated by the AI Features.

13. Changes

Syskit may modify, update, suspend, or discontinue AI Features from time to time. Syskit may update these AI Terms, and continued use of AI Features after an update constitutes acceptance of the updated AI Terms.

14. Order of Precedence

These AI Terms apply specifically to AI Features. The EULA governs general use of the Services.

The Data Processing Addendum governs Syskit's processing of Customer Personal Data where Syskit acts as a processor on behalf of Customer.

Where these AI Terms expressly provide that Syskit processes Personal Data for its own purposes as an independent controller, such processing is governed by applicable Data Protection Laws and Syskit's Privacy Policy and does not constitute processing performed by Syskit on behalf of Customer under the Data Processing Addendum.

In the event of conflict relating specifically to AI Features, these AI Terms prevail, except that the Data Processing Addendum shall prevail with respect to Personal Data processing performed by Syskit as Customer's processor.