

## SYSKIT AI TERMS

Last Updated: May 14, 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**

Syskit will not use Customer Data submitted to AI Features to train Syskit-owned AI models unless expressly agreed in writing.

Where Syskit processes Personal Data through AI Features, such processing is governed by the applicable DPA.

For Enterprise or customer-managed deployments, Customer maintains control over the AI environment, and Syskit will not access, process, or otherwise use AI-related Customer Data, unless expressly agreed in writing.

## **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.

## **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 only to AI Features. The DPA governs Personal Data processing. The EULA governs general software use. In case of conflict regarding AI Features, these AI Terms prevail.