



Sysdig Artificial Intelligence Addendum

THIS SYSDIG ARTIFICIAL INTELLIGENCE ADDENDUM (“**ADDENDUM**”) DESCRIBES THE SPECIFIC TERMS THAT APPLY TO CUSTOMER’S USE OR EVALUATION OF ANY **SYSDIG AI SERVICES**. BY ENABLING AND USING A SYSDIG AI SERVICES, CUSTOMER AND ITS AUTHORIZED USERS AGREE THAT THESE TERMS GOVERN THEIR USE. THIS ADDENDUM IS INCORPORATED INTO, AND FORMS A PART OF, THE SYSDIG EVALUATION AGREEMENT, SAAS AGREEMENT, OR OTHER MASTER AGREEMENT (AS APPLICABLE, THE “**AGREEMENT**”) BETWEEN SYSDIG AND THE ENTITY THAT ENTERED INTO THE AGREEMENT (“**CUSTOMER**”) WITH SYSDIG. IF CUSTOMER DOES NOT AGREE WITH THE TERMS OF THIS ADDENDUM, CUSTOMER SHOULD NOT ENABLE ANY SYSDIG AI SERVICES.

Sysdig may update the terms of this Addendum from time to time upon notice to Customer, so long as such updates do not materially decrease Sysdig’s obligations as set forth herein. If Customer does not agree to the material updates to this Addendum, Customer may opt out of using Sysdig AI Services at any time. Capitalized terms which are not defined in this Addendum shall have the meaning given to them in the Agreement and the AUP.

To the extent of a conflict between the Agreement terms and this Addendum, this Addendum will govern. A violation of this Addendum is a violation of the Agreement.

- 1. License grant to Sysdig AI Services.** Subject to Customer's payment of all applicable fees for the Sysdig AI Services and Customer's and its Authorized Users' compliance with the Agreement and this Addendum, Sysdig hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Sysdig AI Services, and to use the resulting Output, during the Subscription Term of the Sysdig AI Services as specified in the applicable Order Form, solely: (a) in connection with Customer's authorized use of the underlying Services; (b) for Customer's internal business operations; and (c) in accordance with the applicable Order Form.
- 2. Access to Sysdig AI Services.** Customer access and use of the Sysdig AI Services is subject to the terms and conditions of this Addendum, the AUP (defined below), and the Agreement. If Customer elects to use Sysdig AI Services, Customer’s authorized administrator must enable or opt in to enable the Sysdig AI Services. Customer represents that its use of Sysdig AI Services complies with the Agreement, this Addendum, and the AUP.
- 3. Acceptable Use Policy.** Sysdig’s The Sysdig Acceptable Use Policy (“AUP”) located at www.sysdig.com/legal is incorporated into this Addendum. Customer will not, nor will it permit others to, use the Sysdig AI Services AI Service or any Content in violation of the Sysdig's AUP.
- 4. Prompts, Outputs and Autonomous Actions.** Any data, content and information (in any format) submitted to Sysdig AI Services by Customer and its Authorized Users, including but not limited to conversation data and queries (including any Personal Data and Customer Data contained therein), are



each a “**Prompt**”, and the results generated by Sysdig AI Services based on a Prompt are each an “**Output**”. A Prompt may or may not include a corresponding generated Output. Prompts and Outputs are collectively defined as “**Content**”, and Customer owns all right, title, and interest in and to Content. Content is considered Customer Data, as defined in the Agreement. Sysdig AI Services may incorporate agentic artificial intelligence (“**Agentic AI**”) and/or artificial intelligence which can act autonomously or semi-autonomously based upon Customer Prompts, pre-defined parameters and/or skills, permissions, and instructions to generate Outputs, make decisions, or take actions on behalf of Customer (“**Autonomous Actions**”).

5. Customer Responsibility & Oversight. Customer is solely responsible for:

- Supervising, validating, and reviewing any actions taken or decisions made by Sysdig AI Services;
- Ensuring the accuracy, completeness, and appropriateness of any resulting Outputs, Autonomous Actions or downstream effects;
- Complying with all applicable laws and regulations related to its use of Sysdig’s AI Services.
- Customer must comply with Sysdig’s Acceptable Use Policy;
- Customer is responsible for the use of the Content at all times;
- Customer shall not rely on any Output, Autonomous Actions, or any results without independently evaluating its accuracy and appropriateness through human review.

6. Warranty and Liability Disclaimer. SYSDIG AI SERVICES ARE PROVIDED TO YOU ON AN “AS IS” BASIS. SYSDIG DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR INDEMNITIES REGARDING THE RESULTS OBTAINED FROM USING SYSDIG AI SERVICES OR THE ACCURACY OR SUITABILITY FOR YOUR NEEDS OR ANY INFORMATION OBTAINED THROUGH SYSDIG AI SERVICES. Customer assumes all risk associated with its use of Sysdig’s AI Services. Notwithstanding anything to the contrary in the Agreement, Sysdig explicitly disclaims all liability for:

- Any acts or omissions performed by Sysdig AI Services, including but not limited to tool invocations, third-party API calls, or system modifications;
- Customer’s use of the Content; and
- The results of any interactions between the Sysdig AI Services, third-party applications and any Third Party Integrations.

7. Third Party Integrations. Sysdig AI Services may be connected with Customer’s compatible internal tools as provided in the Documentation (“Third Party Integrations”), which may be updated from time to time. Sysdig is not responsible for the performance or data integrity of Customer’s internal tools through use of the Third Party Integrations.

8. Transparency. Customer will ensure that: (i) if Customer reproduces or copies any Outputs, such Outputs are clearly marked as artificially generated or manipulated, and (ii) Outputs are not falsely represented as human generated.

9. License to Content. During the Subscription Term Customer grants Sysdig a revocable, sub-licensable, non-exclusive, worldwide, royalty-free right and license, to use, host, reproduce, display, perform, and



modify Content solely for the purposes of: (a) hosting, operating, and providing the Services and the Sysdig AI Services for Customer; (b) improving the Services (including through the use of techniques such as training machine learning models and Autonomous Actions); and (c) generating Sysdig AI Services Analytics. At any time, Customer may elect to opt out of Sysdig AI Services Content collection for improvement purposes by selecting the applicable “opt-out” toggle in the user interface, whereby Sysdig will no longer have the right to collect Content for Services and Sysdig AI Services training and improvement purposes, or any Customer Data or Content generated during the time that Customer is opted out, provided, however, that Customer may not opt out of Content or Customer Data collection where such collection is required in order for Sysdig to provide the Sysdig AI Services (which may include training the Sysdig AI Services using Customer Data or Content in order to provide the Sysdig AI Services to Customer, provided that Sysdig shall not use such Customer Data or Content).

- 10. Support Services.** Support Services for Sysdig AI Services will be provided in accordance with the Agreement.
- 11. Third Party LLM:** Sysdig may use artificial intelligence or machine learning technology provided by third party large language models (“**Third Party LLM**”) to provide some or all of the functionality for Sysdig AI Services. By using Sysdig AI Services, Customer permits the Third Party LLM to process Content, including Customer Data and Personal Data (if applicable) to provide Sysdig AI Services, to comply with applicable laws, and to enforce its respective policies.
- 12. Sysdig AI Services Analytics.** Sysdig may collect Sysdig AI Services Analytics, where “**Sysdig AI Services Analytics**” means all information and data that Sysdig AI Services generates or Sysdig otherwise obtains from Customer’s use of the foregoing, including but not limited to usage statistics, telemetry data and analytics, collected by cookies, web beacons, and other similar applications. For the avoidance of doubt, Sysdig AI Services Analytics are owned by Sysdig and are not Content or Customer Data
- 13. Limitation of Liability.** Notwithstanding anything to the contrary contained in the Agreement, in no event will Sysdig’s total maximum aggregate liability arising out of this Addendum, including with respect to Outputs or any processing of Customer Personal Data, exceed the greater of the Fees paid by Customer for the Sysdig AI Services in the twelve (12) months immediately preceding the event giving rise to the claim.
- 14. Indemnity:** Subject to Section 9.4 of the Agreement, Customer will defend, indemnify and hold Sysdig harmless from and against any damages and costs (including reasonable attorneys’ fees and costs incurred by Sysdig) arising out of or related to Customer's use of the Sysdig AI Services in violation of this Addendum and the AUP.
- 15. Privacy:** Customer and Sysdig agree that to the extent Sysdig processes Customer Personal Data in order to provide the Sysdig AI Services, Sysdig is a processor (and/or controller), authorized and governed in accordance with the terms of the Sysdig Global Customer Data Processing Addendum located online at [Sysdig Policies, Terms and Conditions](#). CUSTOMER SHALL USE CAUTION AND AVOID SUBMITTING PERSONAL DATA AND/OR SENSITIVE INFORMATION TO SYSDIG AI SERVICES (INCLUDING SUBMITTING SUCH DATA AS PROMPTS).