



AI Product Specific Terms

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THESE AI PRODUCT SPECIFIC TERMS ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF CUSTOMER OR ITS USERS ACCESS AND USE AI-ENABLED FEATURES (AS DEFINED IN SECTION 1) AS MADE AVAILABLE THROUGH THE NITRO SERVICES THAT ARE SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [NITRO TERMS OF SERVICE](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO OTHER SPECIFIC NITRO SERVICES.

1. Definitions

Capitalized terms used in these AI Product Specific Terms and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service](#). As used in these AI Product Specific Terms, the following terms shall have the following meanings:

“AI-Enabled Features” means the then-current features and functions that are incorporated and form part of the Services which are operating based on an AI System (e.g., including without limitation the following features and functionalities ‘Document Assistant’, ‘Knowledge Assistant’ and ‘Form Extract’);

“Artificial Intelligence System” or **“AI System”** means a machine-based system that is designed to operate with varying levels of autonomy and that can, for explicit or implicit objectives, generate Output Data such as predictions, recommendations, or decisions that influence physical or virtual environments;

“Documentation” means the most recent version of the official technical and functional product information for the Services that Nitro generally makes available from time to time to its Customers as published online at: <https://www.gonitro.com/product-details/downloads> and <https://help.gonitro.com/user-guide>;

“Input Data” means Customer Data provided to, or acquired by, an AI System when Customer or its Users use an AI-Enabled Feature and such data is the basis of which the AI System produces Output Data. For the avoidance of doubt, Aggregated Statistics and product usage data are not considered Input Data;

“Output Data” means the output data provided by AI-Enabled Features embedded in the Services based on the Input Data and Prompts;

“Prompt” means a type of Input Data which is an instruction given by Customer or its Users when using an AI-Enabled Feature.

“Purpose” has the meaning given in Section 2.1.

2. AI Specific Terms

2.1. AI Systems. The Services may include AI-Enabled Features operated by AI Systems, mainly to improve productivity and optimize performance for Customer and its Users. The specific purpose(s) of AI Systems embedded into the Services are described in the Documentation (**“Purpose”**). Customer and Users are entirely free in their choice to use or not to use these features and functionalities and whether or not to use any Output Data generated.

2.2. Data Processed via AI Systems. Customer and its Users may use the AI Systems embedded in the Services by providing the AI-Enabled Features with Input Data and Prompts which will subsequently be processed by Nitro, its licensors and subcontractors, and the relevant AI System for the Purpose of creating Output Data,



for providing the AI-Enabled Features and Services in general and for Nitro to perform its contractual obligations. For the avoidance of doubt, Nitro will not use your Customer Data to train, retrain, or improve the AI-Enabled Features or AI System(s).

2.3. Permitted Access and Use of AI-Enabled Features and AI Systems; Restrictions. Customer acknowledges that the AI-Enabled Features are made available by Nitro to Customer and its Users solely for the Purpose and that Customer may not use the AI-Enabled Features or AI System for any other purpose without the prior written consent of Nitro. Customer acknowledges that the AI System has not been trained or tested for specific use by Customer. To the extent that Customer is authorized to make available the AI System to any Users or third parties under and in accordance with the terms and conditions of the Agreement, Customer represents and warrants to Nitro that it shall ensure the use of the AI System by such Users or third parties conforms to the Purpose.

Customer shall not use, or facilitate or allow others to use, the AI-Enabled Features of an AI System for practices not expressly permitted under the Agreement.

If Output Data generated by the AI System includes material that would violate a third party's rights, Customer will:

- not distribute or publish such Output Data or use the Output Data in any way that could cause harm to a third party or Nitro, and
- immediately inform Nitro via written notice.

Customer shall not use the AI System:

- to reverse engineer Output Data in order to generate underlying information, including without limitation data used for training the AI Systems (model inversion attacks); or
- to generate, transmit, or otherwise manage fake or intentionally misleading data via any AI System.

2.4. AI Governance, Transparency and Ethics. Nitro incorporates AI-Enabled Features into the Services in accordance with the following principles and operational guidelines to ensure responsible development, deployment, and use:

- i. **Human Oversight:** All AI-Enabled Features are subject to human review and oversight during their development to ensure alignment with Nitro's ethical and operational standards.
- ii. **Misuse Prevention:** Nitro implements and maintains appropriate safeguards and technical controls designed to prevent the misuse or unintended operation of AI-Enabled Features.
- iii. **Rigorous Testing:** Prior to release, AI-Enabled Features undergo thorough testing to identify, address, and mitigate potential defects, security vulnerabilities, and performance issues.
- iv. **User Feedback Mechanisms:** Nitro provides Users with accessible channels to submit Feedback regarding AI-Enabled Features, and actively uses such Feedback to inform updates and improvements.
- v. **Purpose Limitation:** Users are encouraged to utilize AI-Enabled Features solely for their intended and disclosed Purposes, and in a manner consistent with applicable guidelines, Documentation, and legal requirements.



Nitro's AI-Enabled Features are subject to a detailed internal review and assessment prior to their incorporation into Nitro's standard software development life cycle process. This review ensures that the AI-Enabled Features comply with established quality and security standards. Nitro continuously monitors Feedback to detect, address, and resolve any issues in a timely manner. This iterative Feedback mechanism supports continuous improvement of our AI-Enabled Features, ensuring it maintains high standards of performance and reliability.

NOTWITHSTANDING ANYTHING SET OUT IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AI-ENABLED FEATURES AND AI SYSTEM MAY CREATE INCORRECT, FALSE OR BIASED OUTPUT DATA AND CUSTOMER IS ULTIMATELY AND SOLELY RESPONSIBLE AND ACCOUNTABLE FOR ITS USE OF ANY OUTPUT DATA.

Customer will implement technical and organizational measures to ensure all Output Data is always subject to appropriate human review (human in the loop) and professional judgement.

Customer shall take all appropriate and necessary measures to ensure, to its best extent, that all its Users, staff and other persons involved in the use of the AI-Enabled Features or the Output Data have a sufficient level of artificial intelligence and AI System literacy and Customer will ensure there is appropriate human oversight and monitoring with respect to the AI-Enabled Features and Output Data commensurate with the scale and scope of its use.

2.5. NO WARRANTY; DISCLAIMERS. THE SERVICES MAY USE ARTIFICIAL INTELLIGENCE SYSTEMS TO PROVIDE CERTAIN AI-ENABLED FEATURES, DATA ANALYSIS, SUMMARIES, WORKFLOW OPTIMIZATIONS, PREDICTIONS, RECOMMENDATIONS, AUTOMATION, PERSONALIZATION, OR OTHER OPTIMIZATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT: (A) NITRO DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, OR SUITABILITY OF THE AI-ENABLED FEATURES, AI SYSTEMS OR THE GENERATED OUTPUT DATA; (B) NITRO OFFERS NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY, OR OTHER RIGHTS IN OUTPUT DATA AND CUSTOMER USES OUTPUT DATA AT ITS OWN RISK WITH REGARD TO ALL SUCH RIGHTS; (C) CUSTOMER ACCEPTS ALL USE OF THE AI-ENABLED FEATURES, AI SYSTEMS AND OUTPUT DATA 'AS IS' WITH NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

[END OF AI PRODUCT SPECIFIC TERMS]

