Artificial Intelligence Terms and Conditions

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1. Purpose and scope

This document describes how **Guvik**, a platform that orchestrates artificial intelligence ("AI") agents for SAP environments (ECC and S/4HANA), uses AI in its products and which conditions govern that use. It applies to all users who interact with Guvik's AI features, in any country, including the chat/copilot, the support agents (AMS), multi-agent orchestration ("consensus"), background jobs, scheduled tasks, the knowledge base and AI-assisted support triage. This document supplements the Terms of Use, the End User License Agreement (EULA), the Privacy Policy and, as applicable, the Master Subscription Agreement (MSA) or the Personal Plan Terms, and must be read together with them.

In this document, "customer" means both a company that contracts Guvik under the MSA and an individual who holds a personal plan.

Users accept these conditions at sign-up, together with the other documents, and the acceptance is recorded with the version and language of the text.

2. How artificial intelligence works at Guvik

Guvik does not develop its own foundation models. Instead, it orchestrates **third-party large language models ("LLMs")** through its own architecture, which:

- Connects the AI agent to the actual context of the customer's SAP environment, respecting the configured permissions;
- Exposes execution tools (SAP object search, reading ABAP source code, assisted ABAP debugging, running workflows) through the **MCP (Model Context Protocol)**;
- Isolates SAP connections **per tenant** (customer), so that one customer has no access to another customer's environment, data or conversations, through an internal component called the "tenant manager";
- Applies the **principle of least privilege** to the permissions granted to each agent and keeps audit trails of platform use.

2.1 How models are accessed

With the Guvik key, **all access to AI models goes through OpenRouter**, which Guvik has contracted. Guvik does not send content directly to model providers with its own key.

Who	Role	How data is handled
OpenRouter, Inc.	Router contracted by Guvik to access all models	Account configured with mandatory Zero Data Retention, allowing limited retention for safety when the provider requires it; no use for training and no prompt logging by OpenRouter; each request asks for zero retention and denies data collection
Model providers (for example, Anthropic, OpenAI and Google), accessed through OpenRouter	Run the model that generates the response	Only endpoints that do not use the data for training and do not keep it, except for limited retention for safety and abuse monitoring when the provider requires it (currently Google models and some open models); models without this type of endpoint are not available with the Guvik key

The same applies to the platform's **knowledge base** (SAP Core and Company documents): queries, indexing and embeddings use OpenRouter under the same conditions, or the enterprise customer's own key, when the customer uses one.

Guvik may change, add or remove providers over time without lowering the data protection standard described here. Material changes are communicated as described in the Subprocessor List.

2.2 Data retention by AI providers

With the Guvik key, prompts, documents, ABAP code snippets, SAP object metadata and other content sent to the models **are not used to train or improve models** and **are not kept by the AI providers after the response is generated**, except when the provider requires **limited retention for safety and abuse monitoring**. Currently this exception applies to Google models and some open models; under it, the data stays with the provider only for the period and for the safety purpose the provider defines, with no use for training and no access by Guvik.

Guvik enforces these conditions in two ways: in the OpenRouter account configuration and in each request, which is sent only to endpoints that meet them. If they cannot be confirmed at the time of the request, the content is not sent.

These conditions apply to the AI providers. **Conversation history** and other usage content stay in the customer's Guvik account, for the periods set out in the Privacy Policy.

2.3 Bring your own LLM (BYO LLM / BYOK)

Enterprise customers contracting under the MSA that want to keep AI processing under their own account or infrastructure may connect their **own LLM credentials and/or instances** ("Bring Your Own LLM" or "Bring Your Own Key", BYO LLM/BYOK). This option **is not available on personal plans**: individuals always use the models accessed by Guvik, under the conditions of Sections 2.1 and 2.2. Under BYOK:

- The contractual relationship with the LLM provider belongs to the customer, not to Guvik;
- The chosen LLM provider **is not a Guvik subprocessor**, as detailed in the Subprocessor List;
- Guvik acts only as a technical orchestrator, routing calls to the designated LLM, without intermediating the contractual relationship or that provider's data retention policy;

- **The conditions of Section 2.2 do not apply**: data retention and use follow the policies and settings of the customer's account with that provider. The platform states this when the key is registered;
- The customer is responsible for evaluating and accepting the terms of use, privacy policy and retention policy of the LLM provider it chooses to use.

2.4 SAP environments connected under personal plans

On a personal plan, the plan holder may connect a company's SAP environment to their account. Before doing so, for each connection, they declare that they have authorization from the responsible company for the data in that environment to be processed by Guvik and sent to artificial intelligence providers, including providers abroad. The rules for this declaration, for disputes by the company and for suspension of the connection are in Section 11 of the Personal Plan Terms.

3. Probabilistic nature of AI and possibility of error

Language models are statistical, probabilistic systems. This means that, even when working correctly, Guvik's AI:

- May generate incorrect, incomplete, outdated or logically inconsistent responses ("hallucinations");
- May misinterpret a command, an SAP object or a piece of code;
- May suggest actions, transports or changes that are not appropriate for the customer's business context;
- Has no guarantee of permanent accuracy, completeness or currency, even though Guvik takes technical measures to reduce the error rate.

Users acknowledge this probabilistic nature and agree to use AI outputs as **decision support**, not as an absolute source of truth.

4. Duty of human review

Guvik operates under the **human in the loop** principle. This means that:

- Every AI-generated output, including ABAP code, fix suggestions, SAP object analyses, execution plans and support content, **must be reviewed by a qualified professional** before it is considered valid or final;
- **Human review is mandatory** before applying any change to SAP environments, especially **transports and changes in production environments**;
- The AI **does not, on its own and without authorized human intervention, apply** final changes to production environments; sensitive actions depend on permissions configured by the customer and, typically, on explicit confirmation by the responsible user;
- The customer is responsible for maintaining internal governance processes (approval, testing, acceptance) that ensure proper review before promoting any change generated or suggested with the help of AI.

Applying an AI output without the human review required in this section is the responsibility of the person who applied it, and Guvik is not liable for any resulting damage.

5. Prohibited uses

You may not use Guvik's AI features to:

- Attempt to extract, reconstruct or reverse engineer the underlying LLMs or their weights/parameters;
- Submit sensitive personal data of third parties (under the GDPR and the UK GDPR, special categories of personal data) without a legal basis and without need for the purpose of the product;
- Send data from an SAP environment to the AI without authorization from the company responsible for it;
- Generate content that is illegal, discriminatory or defamatory, or that infringes third parties' intellectual property rights;
- Automate decisions that produce significant legal effects or significantly affect natural persons without human intervention, contrary to Section 8 of this document;
- Deliberately test, overload or compromise the security, availability or integrity of the platform or of the integrated LLM providers;
- Apply any AI output in an SAP production environment without the human review required in Section 4.

Guvik may suspend access to AI features in case of misuse, without prejudice to other applicable contractual measures.

6. Ownership of inputs and outputs

- **Inputs** (prompts, documents, code snippets, instructions and other data the customer provides to the AI) remain the property of the customer or of their rightful owners, including the company responsible for a connected SAP environment.
- **Outputs** generated by the AI from the customer's inputs belong to the customer, for use under the applicable contract, subject to any third-party rights incorporated in them (for example, third-party libraries or code snippets identified in the output).
- Guvik does not claim ownership of inputs or outputs generated through the customer's use of the platform.
- The customer is responsible for checking that the outputs do not infringe third parties' intellectual property rights before using them commercially or applying them in production.

7. Training data: Guvik does not train foundation models with customer data

Guvik **does not use customer data to train, fine-tune or improve foundation models**, its own or third parties', unless the customer gives express and specific consent for that purpose. Any use of aggregated and anonymized data for internal product improvement (for example, quality metrics, error rate, performance) is done in a way that does not allow the customer or its data subjects to be identified, as detailed in the Privacy Policy.

8. Compliance on automated decisions (LGPD, GDPR and UK GDPR)

The Guvik platform was designed to be **assistive, not an autonomous decision-maker**. No Guvik AI feature is intended to make, in an automated way and without meaningful human involvement, decisions that produce legal effects for a data subject or similarly significantly affect them.

Framework	Provision	How Guvik complies
LGPD (Lei Geral de Proteção de Dados, Brazil's General Data Protection Law, Law No. 13,709/2018), in Brazil	Art. 20	Data subjects may request review of decisions made solely on the basis of automated processing; at Guvik, relevant decisions about SAP environments always depend on human review and confirmation, as set out in Section 4
GDPR (Regulation (EU) 2016/679), for residents of the European Economic Area (EEA)	Art. 22	The platform does not make "automated individual decisions" within the meaning of Art. 22; the AI produces recommendations and artifacts subject to human review before any effect in production
UK GDPR and Data Protection Act 2018, for residents of the United Kingdom	Art. 22 of the UK GDPR and the rules that replace it (Arts. 22A to 22D, added by the Data (Use and Access) Act 2025), as each comes into force	Same approach as under the GDPR: the platform does not make significant decisions based solely on automated processing; the AI produces recommendations and artifacts subject to human review before any effect in production
CCPA/CPRA (California, USA) and other U.S. state laws, where applicable	"Automated Decision-Making Technology" (ADMT) rules and state rules on profiling and automated decisions	Same approach: assistive use, with mandatory human review before any action with an effect in production

A data subject who believes they have been affected by a decision made solely on the basis of automated processing may request information about the criteria used, request review of the decision (in the EEA and the United Kingdom, with human intervention), express their point of view and contest it, through the privacy and Data Protection Officer (Encarregado/DPO) channels listed in Section 11. They may also lodge a complaint with the Autoridade Nacional de Proteção de Dados (ANPD, Brazil's national data protection authority), in Brazil; with the data protection supervisory authority of their country of residence,

in the EEA; or with the Information Commissioner's Office (ICO), in the United Kingdom. Guvik's representative in the European Union and the United Kingdom (Art. 27 of the GDPR and of the UK GDPR) will be designated by Guvik when the law requires it and disclosed in the Privacy Policy.

9. Alignment with the EU AI Act

For customers and users subject to **Regulation (EU) 2024/1689 (EU AI Act)**, including consumers who use a personal plan in the European Union or the EEA, to the extent the regulation applies, Guvik provides the following information for informational purposes, without prejudice to the customer's own legal assessment of the risk classification that applies to its own use:

- **Transparency when interacting with AI**: users, including consumers, are informed, through this document and the product interface, that they are interacting with an AI system and that outputs require human review;
- **Third-party models**: the AI models used by the platform belong to third parties and are accessed as described in Section 2.1; the obligations specific to the providers of those models rest with them;
- **Risk category**: Guvik's view is that its AI features, in their intended use (assisting SAP technical teams and SAP professionals, under human oversight), do not fall into the "unacceptable risk" category nor, as a rule, the "high risk" category defined in the EU AI Act, but Guvik advises each customer, including an individual who uses the platform in their professional activity, to carry out its own classification assessment based on its specific use of the platform;
- **Human oversight**: as set out in Section 4, Guvik's architecture already includes human oversight controls ("human in the loop") as a structural feature, not just as a usage recommendation;
- Customers and users in the European Union or the EEA may request additional information on representation and compliance through the privacy channel listed in Section 11.

The practices described in this section are the same for all users, in every country.

10. AI-specific limitation of liability

Without prejudice to the general limitation of liability provisions in the applicable contract and in the Terms of Use:

- Guvik does not warrant that AI outputs will be error-free, complete, accurate or fit for a particular purpose;
- Guvik is not liable for damage resulting from the application, by the customer or its users, of AI outputs without the human review required in Section 4, including when they are applied directly in an SAP production environment;
- Guvik's liability for any platform failures that result in proven damage is subject to the limits (including financial limits) set out in the MSA signed with each enterprise customer. On personal plans, it follows the Código de Defesa do Consumidor (Brazilian Consumer Defense Code), as provided in the Personal Plan Terms, and, for consumers who reside outside Brazil, also the consumer protection rules that cannot be waived by contract in the country or state where they reside (Section 12);

- Nothing in this document limits any liability that cannot be limited under applicable law.

11. Contact

For questions about this document or about the use of artificial intelligence on the platform, or to report a problem related to AI outputs, use the channels below:

- Privacy and data protection: **privacidade@guvik.com.br**
- Data Protection Officer (Encarregado/DPO): **dpo@guvik.com.br**
- Legal/commercial: **contato@guvik.com.br**
- Technical support: **suporte@guvik.com.br**

The current version of this document is always the one published at **guvik.ai**. Material changes to this document are announced and require new acceptance at the next access, as set out in the Terms of Use.

12. Governing law, jurisdiction and language

This document supplements the Terms of Use and follows their "Governing law and jurisdiction" section. In summary:

- This document is governed by the laws of Brazil;
- Consumers who reside in the EEA or the United Kingdom keep the protection of the mandatory rules of their country of residence and may bring proceedings in the courts of that country (Regulation (EC) 593/2008, Rome I, Art. 6; Regulation (EU) 1215/2012, Brussels I bis, Arts. 17 and 18);
- Consumers who reside in the United States keep the non-waivable consumer protections of their state of residence;
- Consumers who reside in another country keep the consumer protections that cannot be waived by contract in their country of residence;
- The competent courts are those of the consumer's place of residence. For enterprise customers, the governing law and jurisdiction of the MSA apply.

The Portuguese (pt-BR), English (en-US) and Spanish (es-ES) versions of this document have the same content. If they differ, the version in the language the user accepted prevails where the applicable consumer protection law so requires; in all other cases, the Portuguese version prevails.