Embarcadero AI Providers and Restriction on Use

Applies to:
RAD Studio
Delphi
C++Builder

YOUR USE OF EMBARCADERO'S SOFTWARE PRODUCTS AND SOFTWARE SERVICES DOES NOT REQUIRE USE OF ITS AI FEATURES. YOU MAY, AT ANY TIME, CHOOSE TO OPT-OUT BY CHANGING THE ACCOUNT SETTINGS. FOR MORE INFORMATION ON DATA HANDLING AND PRIVACY RELATED TO AI FEATURES PLEASE READ THE FAQS AVAILABLE HERE.

Embarcadero may, from time to time, offer products, functionalities or capabilities that are powered by artificial intelligence using one or more Third-Party AI Tools developed by third parties, including the ones listed below ("**AI Features**). Customer acknowledges and agrees that by using the AI Features, all the terms and policies associated with the Third-Party AI Tools (including any updates) also govern Customer's use of the AI Features. As a best practice, Customers should review and familiarize themselves with the terms and conditions of each applicable Third-Party Tool before use. Access to and use of the AI Features may require a separate purchase. Embarcadero reserves the right to amend, alter, suspend or terminate any AI Features without any prior notice. EMBARCADERO AND THE PROVIDERS OF THIRD-PARTY AI TOOLS DO NOT ALLOW THE TRANSFER OF ANY PERSONAL INFORMATION OF CHILDREN UNDER 13 OR THE APPLICABLE AGE OF DIGITAL CONSENT. Customer is solely responsible for determining whether its use of AI Features constitutes a prohibited or high-risk use under applicable law and for ensuring compliance with all such requirements.

Third-Party AI Integrations Available Through Public Registries

The AI Features described in the Embarcadero AI Providers and Restriction of Use ("**Supplemental Terms**") are developed or provided by Embarcadero and may utilize or interoperate with certain Third-Party AI Tools that Embarcadero has expressly selected, integrated, or identified for use with the AI Features ("**Supported AI Providers**"). Supported AI Providers are identified by Embarcadero in these Supplemental Terms or related product documentation and remain subject to their applicable license agreements, terms of use, and privacy policies.

Separately, Embarcadero may, from time to time, provide Customers with access to publicly available third-party registries, catalogs, marketplaces, or similar repositories, including the ACP Registry, through which Customers may discover, download, install, or use independent artificial intelligence integrations, extensions, plugins, agents, or other software components ("**Third-Party AI Integrations**"). Third-Party AI Integrations are separate from the AI Features and Supported AI Providers described above and are developed, owned, licensed, maintained, updated, and supported solely by their respective third-party providers unless expressly identified by Embarcadero as part of the AI Features.

Embarcadero provides access to such public registries solely as a convenience to Customers. Registry content is dynamic and may change at any time. Embarcadero does not review, monitor, certify, approve, endorse, or otherwise control the Third-Party AI Integrations made available through any public registry, and the availability of a Third-Party AI Integration within Kai or any Embarcadero product does not constitute an endorsement, recommendation, certification, warranty, or representation by Embarcadero regarding its functionality, availability, security, privacy practices, intellectual property rights, legality, quality, or fitness for any particular purpose.

Each Third-Party AI Integration is governed solely by the applicable license agreement, terms of use, privacy policy, and other documentation established by the applicable third-party provider. Customers are solely responsible for reviewing and accepting such terms before downloading, installing, enabling, or using any Third-Party AI Integration and for determining whether such Third-Party AI Integration is

appropriate for their legal, regulatory, security, privacy, compliance, and business requirements. Installation and use of any Third-Party AI Integration is entirely at the Customer's sole discretion and risk. Unless expressly stated otherwise by Embarcadero, Embarcadero does not distribute, license, maintain, support, update, or assume responsibility for any Third-Party AI Integration or for any modification, update, discontinuation, removal, or action of the applicable third-party provider. Any support relating to a Third-Party AI Integration must be obtained from the applicable third-party provider unless Embarcadero expressly agrees in writing to provide such support.

Customers acknowledge that Third-Party AI Integrations may communicate with third-party services and may process Customer Content, source code, prompts, project metadata, telemetry, or other information in accordance with the applicable third-party provider's terms and privacy practices. Embarcadero is not responsible for, and makes no representations or warranties regarding, any processing of information performed by third-party providers through such Third-Party AI Integrations.

Supported AI Providers	**Terms and Conditions**
Claude	URL to Manufacturer Homepage: https://www.anthropic.com/ URL(s) to the License Agreement(s): https://www.anthropic.com/legal/commercial-terms URL(s) to the Privacy: https://www.anthropic.com/legal/privacy
Gemini	URL to Manufacturer Homepage: https://ai.google.dev/gemini-api/ URL(s) to the License Agreement(s): https://policies.google.com/terms
OpenAI	URL to Manufacturer's AI Homepage: https://openai.com/ URL(s) to the Privacy: https://openai.com/enterprise-privacy/ URL to the AI License Agreement(s): https://openai.com/policies/terms-of-use/
Hugging Face	URL to Manufacturer's AI Homepage: https://huggingface.co/ URL(s) to the Privacy: https://huggingface.co/privacy URL to the AI License Agreement(s): https://huggingface.co/terms-of-service
Zed Industries	URL to Manufacturer's AI Homepage: https://zed.dev/ URL(s) to the Privacy: https://zed.dev/privacy-policy URL to the AI License Agreement(s): https://zed.dev/terms

Restrictions on Use. Customer use of AI Features is subject to the restrictions on the use of the Services set forth in the End-User Agreement, and the restrictions on use of AI Features in this section.

1. **No Use in High-Risk Applications.** Customer and its users will not use, and will not allow third parties to use, AI Features in a system or application where the use of or failure of such system or application developed or deployed with the use of AI Features could result in the death or serious bodily injury of any person, or to severe physical or environmental damage. Customer is solely responsible for ensuring that systems and applications developed with the use of AI Features include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements. **Embarcadero will not be liable to Customer or any third party, in whole or in part, for any claims or damages arising from the use of AI Features with high-risk systems and applications.**
2. **No Disruption.** Customer and its users will not, and will not allow third parties to, try to gain unauthorized access to an AI Features or third-party technology used in an AI Features or disrupt any service, device, data, account or network related to delivery of an AI Features or third-party technology used in an AI Features. Customer will not, and will not allow third parties to disable, evade, disrupt or interfere with content filters, restrictions in any safety systems that are part of an AI Features or third-party technology used in an AI Features.
3. **No Training or Competitive Use.** Customer and its users will not use, and will not allow third parties to use, AI Features, Output Content or data from the AI Features to create, train, or improve (directly or indirectly) an AI service or model or a product or service that is similar or competitive to an AI Features or third-party technology used in an AI Features. For purposes of this Supplemental Terms, "**Output Content**" means any data, text, sound, video, image, code, or other content generated by AI Features.
4. **No Data Extraction.** Customer and its users will not use, and will not allow third parties to use, web scraping, web harvesting, or other data extraction methods to extract data from an AI Features or third-party technology used in an AI Features.
5. **Other Prohibited Uses. Customer and its users will not, and will not allow third parties to, use AI Features for:** (i) surveillance in private places; (ii) facial recognition in public places or by law enforcement agencies; (iii) collecting or processing biometric information without the consent of the subject; (iv) falsely impersonating any individual; (v) conducting activities that infringe on or violate the rights of others; (vi) mining cryptocurrency; (vii) generating illegal content; (viii) facilitating fraud; (ix) violating any applicable law including, but not limited to, the E.U. and U.K. General Data Protection Regulation (GDPR), the California Privacy Rights Act, any other US state privacy law and any laws or regulations relating the use of generative artificial intelligence, as may be adopted and amended by relevant authorities from time to time; and (x) any use that would be classified as a prohibited AI practice under applicable law, including Article 5 of the EU AI Act.
6. **No Representation that Output Content is Human-Generated.** Customer and its users will not, and will not allow third parties to, represent that Output Content from AI Features was human-generated.
7. **Use and Abuse Monitoring.** Customer acknowledges and agrees that solely for cloud AI Features hosted by Embarcadero, Embarcadero may monitor your use of the AI Features for compliance with applicable limits on use. If Embarcadero determines your use exceeds applicable limits, Embarcadero will invoice you for fees related to the excess use.