

Whole Tomato AI Providers and Restrictions on Use

Applied to: Visual Assist

YOUR USE OF WHOLE TOMATO'S SOFTWARE DOES NOT REQUIRE USE OF ITS AI FEATURES. AI FEATURES ARE OPTIONAL AND MUST BE ENABLED AND CONFIGURED BY THE END USER. FOR MORE INFORMATION ON DATA HANDLING AND PRIVACY RELATED TO AI FEATURES PLEASE READ THE FAQs [HERE](#).

Whole Tomato may make available optional functionality that enables Customer to download and install a compatible local large language model ("LLM") for use with Visual Assist, as well as to use certain artificial intelligence-enabled functionality through Visual Assist (collectively, the "**AI Features**"). The local LLM is installed and operates solely within Customer's own computing environment. Customer must independently obtain, install, configure, authenticate, and maintain Supported Third-Party AI Tools accounts, the applicable licenses, subscriptions, or API credentials. **Whole Tomato does not provide, own, operate, host, train, or control any third-party AI models, services, or tools.** When customer elects to use a Third-Party AI Tool (as defined below) or service in connection with the AI Features, any information selected or submitted by Customer is processed in accordance with Customer's independent configuration of such tool or service. The scope and treatment of such information are governed exclusively by Customer's agreement with the applicable third-party AI provider. Customer acknowledges and agrees that its use of any Third-Party AI Tools (as defined below) or service is subject to all applicable license agreements, acceptable use policies, privacy notices, data processing terms, usage restrictions, and any other documentation published by the applicable provider, as amended from time to time ("**AI Provider Terms**"). Customer is solely responsible for reviewing and complying with the applicable AI Provider Terms before enabling or using any Third-Party AI Tools (as defined below) or service with the AI Features. **WHOLE TOMATO 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.

Supported Third-Party AI Tools

Subject to product documentation, technical availability, and Customer configuration, Whole Tomato Software may support interoperability or integration with certain third-party artificial intelligence models, command-line interfaces, tools, services, or other technologies ("**Third-Party AI Tool**"). Whole Tomato may make certain Third-Party AI Tools, including compatible local LLMs, available for Customer to download and install for use with the AI Features. Other Third-Party AI Tools may be supported by or compatible with the Software but must be independently obtained by Customer. The Third-Party AI Tools currently supported by or compatible with the Software may be identified in Whole Tomato's applicable product or technical documentation, which Whole Tomato may update from time to time.

Where Whole Tomato makes a Third-Party AI Tool, such as a compatible local LLM, available through the Software, the Third-Party AI Tool is separately licensed by its applicable third-party provider and, in the case of a local LLM, is installed and operates solely within Customer's own computing environment. Other Third-Party AI Tools, including third-party command-line interfaces such as Claude Code and Codex CLI, are not provided, distributed, installed, or made available for download by Whole Tomato or through Visual Assist. Customer must independently obtain and download such Third-Party AI Tools from the applicable third-party provider and is responsible for installing, licensing, configuring, authenticating, and maintaining them. In all cases, Whole Tomato does not own, operate, host, train, or control any Third-Party AI Tool, and Whole Tomato's support for or compatibility with a Third-Party AI Tool does not constitute an endorsement of, or assumption of responsibility for, that Third-Party AI Tool. Whole Tomato may add, modify, suspend, or discontinue compatibility or support for any Third-Party AI Tool at any time.

Google Gemma 3

Manufacturer homepage: <https://deepmind.google/models/gemma/>

Gemma 3 Terms of Use: <https://ai.google.dev/gemma/terms>

Gemma Prohibited Use Policy: https://ai.google.dev/gemma/prohibited_use_policy

Privacy Policy: <https://policies.google.com/privacy>

Google Gemma 4

Manufacturer homepage: <https://deepmind.google/models/gemma/>

Gemma 4 Terms of Use: https://ai.google.dev/gemma/apache_2

Gemma Prohibited Use Policy: https://ai.google.dev/gemma/prohibited_use_policy

Privacy Policy: <https://policies.google.com/privacy>

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 any third party to use, AI Features in or for a system, activity, or application where the use, failure, or output of the AI Features could reasonably result in death, serious bodily injury, significant property damage, severe environmental harm, or other material harm, unless such use is expressly permitted by applicable law and the applicable AI Provider Terms and is subject to appropriate human oversight, testing, safeguards, redundancy, and risk management. **Whole Tomato 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 Circumvention or Disruption.** Customer and its users will not, and will not allow third parties to, try to gain unauthorized access to, disrupt, interfere with, disable, evade, bypass, or circumvent any AI Feature, AI Provider service, technical limitation, usage limit, content filter, safety mechanism, security control, account restriction, or access control.
- 3. No Unauthorized 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 Feature or third-party technology used in an AI Feature. 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, model behavior, system prompts, model parameters or other protected information from an AI Feature or AI Provider service, except as expressly authorized by the applicable AI Provider Terms and the Agreement.
- 5. Other Prohibited Uses. Customer and its users will not, and will not allow third parties to, use AI Features for:**
(a) violate applicable law or the rights of any person; (b) generate, facilitate, or disseminate illegal, fraudulent, deceptive, defamatory, discriminatory, infringing, or harmful content; (c) impersonate another person without authorization; (d) conduct unlawful surveillance; (e) collect or process biometric information without a lawful basis and required authorization; (f) make prohibited automated decisions; (g) facilitate malware, unauthorized access, credential theft, or other cybersecurity abuse; (h) evade sanctions or export controls; (i) engage in any prohibited AI practice or restricted use under applicable law or the applicable AI Provider Terms; and (j) any use that would be classified as a prohibited AI practice under applicable law, including Article 5 of the EU AI Act.
- 6. No Misrepresentation of Output Content.** Customer and its users will not knowingly misrepresent Output Content as having been created solely by a human where disclosure of AI generation is required by applicable law, professional obligation, contractual requirement, or applicable AI Provider Terms.
- 7. No Unauthorized Regulated Data.** Customer and its users will not submit regulated or sensitive data to an AI Provider unless Customer has completed an appropriate legal, privacy, security, and contractual assessment and has implemented all required safeguards.
- 8. Credential Security.** Customer will maintain the confidentiality and security of its AI Provider credentials and will not embed credentials in publicly accessible code, share credentials with unauthorized users, or permit credentials to be used outside the scope of Customer's authorized use of the AI Features.
- 9. Compliance with AI Provider Terms.** Customer and its users will comply with all use restrictions, acceptable use requirements, geographic limitations, technical limitations, account requirements, and other obligations imposed by the applicable AI Provider Terms.
- 10. Export Controls and Sanctions.** Customer will not access or use AI Features in violation of applicable export control, trade restriction, embargo, or sanctions laws and is responsible for determining whether its users, data, location, and intended use are legally permitted.