

BRIA AI on Hugging Face Model License Agreement for Non-Commercial Use

This Agreement and any additional terms BRIA Artificial Intelligence Ltd. ("BRIA") presents when you access a Model (the "Agreement"). The Agreement takes effect when you accept this Agreement or access or use the Foundation Model, the earlier (the "Effective Date"). You must be 18 years or older and able to form a binding contract with BRIA to access or use the Foundation Model. The individual who accepts this Agreement represents that they are authorized to enter into this Agreement on behalf of any legal entity he/she is associated with, and this license is for the benefit of.

1. License.

1.1. License. Subject to this Agreement, BRIA grants Customer a time-limited, non-exclusive, non-sublicensable, personal and non-transferable right and license to install, deploy and use the Foundation Model for the sole purpose of evaluating and examining the Foundation Model. This license shall expire and be deemed terminated, null and void immediately upon the lapse of the Evaluation Term (as defined below). The functionality of the Foundation Model is limited. Accordingly, Customer are not permitted to utilize the Foundation Model for purposes other than the testing and evaluation thereof. In this Agreement, "Foundation Model" means machine-learning based assemblies, consisting of learnt weights, parameters, corresponding to the model architecture as described on the model documentation, including updates, patches, bug fixes, model releases provided by BRIA.

1.2. Restrictions. Customer may not:

1.2.1. modify, develop or change the Foundation Model by incorporating any open-source software or technology in any way that makes the Foundation Model subject to any other license terms;

1.2.2. sell, rent, lease, sublicense, distribute or lend the Foundation Model to others, in whole or in part, or host the Foundation Model for access or use by others.

1.3. Foundation Model Ownership. BRIA shall at all times own and continue to own all intellectual property rights in and to the Foundation Model. Except as expressly stated herein, BRIA does not grant Customer any express or implied right under any intellectual property rights.

2. No Warranty. THE FOUNDATION MODEL IS PROVIDED "AS IS" AND BRIA DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE FOUNDATION MODEL OR AS TO THE SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY OF THE FOUNDATION MODEL REMAINS WITH CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BRIA OR ANY OF ITS SUPPLIERS BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, CORRUPTION OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY) ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF BRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ACKNOWLEDGE THAT BRIA DOES NOT WARRANT OR GUARANTY THE SECURITY OR ACCURACY OF ANY CONVERSION PERFORMED WITH OR BY THE FOUNDATION MODEL AND CUSTOMER ASSUME ALL RISKS ASSOCIATED WITH SUCH SECURITY AND ACCURACY OF CONVERSION.

3. Confidential Information. Customer acknowledges that in the course of using the Foundation Model, Customer may obtain information, which is of a confidential and proprietary nature ("**Confidential Information**"). Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, techniques, processes, computer programs, algorithms, schematics, data, financial, business information, sales and marketing plans. Customer and your employees and agents shall, at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all such Confidential Information, and shall not use or disclose such Confidential Information; except where such disclosure is

required by law or by order of a governmental or regulatory authority. Customer will protect Confidential Information with the same degree of care as Customer normally uses in the protection of your own confidential and proprietary information, but in no case with any less degree than reasonable care. Customer will not be bound by this Section with respect to information that Customer can document has entered the public domain not as a result of your act or omission or of your employees or agents. This obligation of confidentiality shall extend for a period of 3 years after termination of this Agreement. Customer further agree to treat as confidential and not to disclose to any third party any information related to an alleged defect, bug or malfunction of the Foundation Model or related technology. Customer acknowledges that the Foundation Model remains a confidential trade secret of BRIA and Customer agrees not to modify it or attempt to decipher, decompile, disassemble or reverse-engineer it.

4. **Term.**

4.1. **Term.** This Agreement will enter into effect upon its execution or earlier delivery of the Foundation Model to Customer and will remain in full force and effect until terminated by either party as described below (the "Evaluation Term").

4.2. **Termination for convenience.** Either party may immediately terminate this Agreement for any reason or for no reason upon notice to the other party. Upon any transfer by Customer of any copy of the Foundation Model to another party, this Agreement will automatically terminate.

4.3. **Implication of termination.** Upon termination of this Agreement for any reason: (i) all licenses granted under this Agreement will terminate immediately, (ii) Customer shall cease immediately the access or use the Foundation Models, and (iii) Customer will immediately delete the Foundation Model, including any copies thereof using best practices for ensuring that it is permanently and irretrievably deleted and expunged from Customer's systems and environments and provide a written certification signed by a C-level officer certifying to the deletion thereof.

5. **General.** Customer may not assign or transfer the license to use the Foundation Model and any related material provided to Customer by BRIA (including all rights and obligations under this Agreement) without the prior written consent of BRIA. Any waivers or amendments to this Agreement shall be effective only if made in writing signed by Customer and a representative of BRIA that is authorized to bind BRIA. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Israel, without regard to conflicts of laws provisions thereof and without giving effect to the United Nations Convention on Contracts for the International Sale of Goods. The courts of the Tel-Aviv, Israel shall have exclusive jurisdiction over any dispute regarding the terms of this Agreement or any action relating to the subject matter hereof. Customer and BRIA agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

Important Notice: The Foundation Model made available through Hugging Face is intended for internal evaluation purposes and/or demonstration to potential customers only. To enable commercial deployment such as integration into products or transactions generating commercial revenue, BRIA has implemented attribution agent to fulfill data partner payment obligations and provide comprehensive legal protections on model usage. Customers interested in commercial usage are required to install the attribution agent software within their environment per the provided instructions <https://github.com/Bria-AI/agent/tree/main>. Conditioned upon deployment, activation and use of the attribution agent pursuant with its pertaining documentation, BRIA provides full uncapped warranty and indemnity to copyright and privacy infringement to any commercial use. For any commercial use case, please contact BRIA at sales@bria.ai.

