

## **STABILITY AMAZON BEDROCK END USER LICENSE AGREEMENT**

**Last Updated: April 29, 2024**

### **Introduction, Overview, and Your Agreement**

This End User License Agreement (and any other terms or information incorporated into it by reference) (collectively the “Terms”) is an agreement between Stability AI Ltd (“Stability,” we,” or “us”) and you. The Terms govern your access to and use of Stability’s foundational artificial intelligence (“AI”) models, related generative AI tools and application program interfaces (“APIs”) made available to you via Amazon Bedrock (the “Services”).

The Services are provided by Stability to provide you with generative tools to express your creativity and produce user-generated images from text prompts (“Content”). The Services use an AI tool to generate this Content. This use of AI is relatively new and still evolving. As a result, while we have taken — and continue to take — efforts to preclude your creation of extreme content, we cannot guarantee the suitability or appropriateness of the resulting images you generate. You are solely responsible for your use of the Services, including your text prompts, uploading of images and other training data, generation of Content, selection of Content, and the consequences of posting, publishing or otherwise sharing your Content with others (collectively, “Content Sharing”).

***By agreeing to these Terms, you are representing that you are of a legal age to enter into a binding contract in your legal jurisdiction and agreeing to these Terms. If you are using the Services on behalf of a business or other entity, you also represent that you have authority to bind them to these Terms. If you are not of legal age, do not agree to these Terms, or do not have that authority, you must not access or use the Services and any use would be wholly unauthorized and in violation of these Terms.***

### **Your Information**

For information concerning how and why we might collect, store, use, and/or share your personal information when you use the Services, please read and review our [Privacy Policy](#).

### **Content Guidelines**

As a valued user of our Services, the contribution of your near-boundless creativity plays an important part in creating a dream-worthy environment to produce incredible Content.

We like to say “*near-boundless*” because your contributions must be safe, legal, and in accordance with these Terms. We want to be very clear about what we expect from you, and how we may respond if you do not meet our expectations. The restrictions set out below in “Prohibited Uses” (the “Content Guidelines”) apply to your Content and use of the Services, including any Content Sharing (as defined below). Please review them carefully. You will not use the Services in any manner described below in “Prohibited Uses.”

ANY VIOLATION OF THESE TERMS (INCLUDING THE CONTENT GUIDELINES) MAY RESULT IN THE SUSPENSION OR TERMINATION OF YOUR ACCESS TO AND USE OF THE SERVICES. WE MAY CHANGE THE SERVICES IN OUR SOLE DISCRETION. WE WILL ENDEAVOR TO PROVIDE REASONABLE NOTICE OF ANY SUSPENSION, TERMINATION, OR CHANGE TO YOU, BUT SUCH SUSPENSION, TERMINATION, OR CHANGE MAY OCCUR WITHOUT NOTICE IF NEEDED TO COMPLY WITH LAW, PROTECT OR ENFORCE LEGAL RIGHTS, AVOID OR MITIGATE MISUSE OF THE SERVICES OR ADVERSE LEGAL OR REGULATORY IMPACTS, OR OTHERWISE TO ADDRESS OR PREVENT AN EMERGENCY.

## **Ownership**

As between you and Stability, Stability is the exclusive owner of all the Services and all Stability tools and templates (including the foundational AI models) (“Stability AI Tools”), all related documentation provided by us to you, and Stability’s improvements to any of the foregoing (including all of our intellectual property rights (collectively, the “Stability AI Materials”). Stability AI reserves all rights in and to the Stability AI Materials not expressly granted to you pursuant to these Terms.

As between you and Stability, you will exclusively own the incremental improvements, enhancements, or other modifications created in any Stability AI Material as a result of having been Fine-Tuned by you or on your behalf (such improvements, enhancements, or other modifications, the “Incremental Fine-Tunings”), to the extent that any protectable intellectual property rights in the Incremental Fine-Tunings are created as a result of such Fine-Tuning. The Incremental Fine-Tunings exclude the Stability AI Materials from which the Incremental Fine-Tunings were created. Stability will not have any rights in (including any license to or ownership of), and will not have access to, any such Incremental Fine-Tunings. You acknowledge that you will not have access to the Incremental Fine-Tunings except via API access through Amazon Bedrock. “Fine-Tuning” means the process of improving, modifying, or otherwise enhancing a pretrained model, including with further training data, which model is then “Fine-Tuned”.

As between you and Stability, you own the Content that you generate using the Services to the extent permitted by applicable law.

With respect to training data and other images and information (“Uploads”) you load to the Services, you represent and warrant that you own sufficient right, title, and interest in and to such training data, including without limitation, copyrights and rights of publicity contained therein. You are responsible for the Content, including for ensuring any Content Sharing does not violate any applicable law, intellectual property right of any third party, or these Terms.

### **Prohibited Uses**

We want you to use the Services to express yourself and to develop Content that you find interesting, but not at the expense of the safety and well-being of others. Accordingly, you may not, or assist any other person in, the use of the Services to:

- Violate these Terms or other policies applicable to the Services;
- Include sensitive personal information (such as phone numbers, residential addresses, health information, social security numbers, driver’s license numbers, or other account numbers) about yourself or any other person;
- Violate the privacy, publicity, or other rights of any third party, including intellectual property rights;
- Further or promote criminal activity or enterprise or provide instructional information about illegal activities;
- Generate any Content or engage in Content Sharing that a reasonable person could find obscene, lewd, lascivious, offensive, pornographic, indecent, vulgar, prurient, excessively violent, or to be a glorification or promotion of violence or a celebration of the suffering or humiliation of any person or class of people (whether living or deceased) (including visible genitalia, bare breasts, fully-nude buttocks, depictions of suicide or explicit sexual activity, fetishistic content, bodily fluids, bestiality, or imagery that shows violent death or acts of torture);
- Generate Content or engage in any Content Sharing that has any risk or possibility

of exploiting, harming, or endangering the health or well-being of children or other minors (“Children”), such as images of Children in sexualized costumes, poses, or a sexual fetishistic context, or which identifies, directly or indirectly, alleged victims of child sexual exploitation, or for the purpose of exploiting, harming or attempting to exploit or harm Children in any way;

- Generate Content or engage in any Content Sharing that may exploit any vulnerabilities, offend human dignity or may otherwise be defamatory, libelous, harassing, threatening, embarrassing, disparaging, distressing, hateful — racially, ethnically, or otherwise — to a person or class of people, or which may be discriminatory towards a person’s or class of people’s race, religion, color, age, ethnicity, national origin, disability, physical, or mental characteristics, sexual orientation, gender expression, gender identity, family status, medical or genetic condition, personality characteristics, or physical appearance, including through the material distortion of the behavior of any such person or class of people in a manner that causes or is likely to cause that person or class of people physical or psychological harm;
- Use the Services or any Content to stalk, harass, abuse, mock, ridicule, intimidate, disparage, defame, threaten, defraud, or otherwise mistreat or harm any person or class of people;
- Generate Content or engage in any Content Sharing that is intentionally misleading, false, or otherwise inappropriate or with the purpose of harming others, regardless of whether the Content or its dissemination is unlawful;
- Upload any materials that: (a) infringe any intellectual property or other proprietary rights of any party; (b) you do not have a right to upload under any law or under any contractual or fiduciary relationship;
- Upload any material, program, or software that contains any virus, worm, spyware, Trojan horse or other program or code designed to interrupt, destroy or limit the functionality of the Services, or in any other way attempting to interfere with the functioning and availability of the Services;
- Interfere with or disrupt the Services or servers or networks connected to the Services;
- Use the Services (a) for fully automated decision making that adversely impacts

an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation; (b) to provide medical advice or medical results interpretation; or (c) generate Content or engage in Content Sharing used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use);

- Enter into any agreement with, or make any representation to, any other person that conflicts with, results in any breach of, or constitutes a default under these Terms;
- Use the Services in any way that violates any applicable national, federal, state, local or international law or regulation; or
- Attempt to do any of the above.

The Services may block certain text prompts and blur resulting Content if we find (in our sole judgment) the prompt or resulting image too graphic, offensive, insensitive, or hurtful, even in circumstances where you may not have had any ill intent or where the Content does not otherwise violate the prohibitions described above. We may also block text prompts or block or remove Content that we otherwise find objectionable or that we believe in our reasonable judgment may expose us or others to any harm or liability.

## **Access**

Your access to or use of these Services may be suspended for your breach of these Terms or if your access to or use of the Services infringes on any third party's intellectual property rights. Notice of any such suspension will be provided to you via your AWS customer account.

We may make changes to the Services in our reasonable discretion.

## **Feedback**

We always love to receive feedback, comments, ideas, proposals, and suggestions for improvements to the Services ("Feedback"). You acknowledge that any Feedback provided by you to Stability is not confidential and that Stability and its affiliates will be entitled to the unrestricted use and dissemination of such Feedback for any purpose,

without providing any compensation or other attribution or acknowledgment to you.

You hereby grant us a perpetual, irrevocable, worldwide license to use any Feedback, without compensation, without any obligation to report on such use, and without any other restriction. The foregoing license includes, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses and otherwise disclose any such Feedback to the public.

### **Indemnity**

You will indemnify, defend and hold harmless Stability and its affiliates, shareholders, officers, directors, employees, agents, and representatives from and against any and all claims, including all damages, judgments, costs and expenses (including, reasonable attorneys' fees) ("Claims"), arising out of and relating to (a) intellectual property infringement claims made against Stability concerning your inputs to the Services, (b) your use of the Services, including your access to, use of, or misuse of the Services, Content, Content Sharing, or (c) your violation of these Terms (including use of the Services in violation of these Terms).

### **Copyright Infringement Notice**

If you have a good faith belief that copyrighted material on the Services are being used in a way that infringes a copyright over which you are authorized to act, you may make a Notice of Infringing Material here.

### **Disclaimer**

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE SERVICES OR CONTENT, AND DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. STABILITY MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

You agree that Stability will not be liable to you or to any third party, other than AWS, for any modification or discontinuance of the Services, except as set forth in the "Limitation

of Liability” section below.

You understand that we are not responsible for any activities or legal consequences of your use of the Services. Users are responsible for using the Services in compliance with all applicable laws and regulations of the jurisdictions in which such users are domiciled, reside, or are located at the time of such access or use, the jurisdictions into which such users direct any Content Sharing, as well as these Terms.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER STABILITY NOR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, LICENSORS, SERVICE PROVIDERS, AND AGENTS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF STABILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES OR ANY RELATED INFORMATION; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY CONTENT; (C) CONDUCT OF ANY THIRD PARTY (INCLUDING OTHER USERS) OF THE SERVICES; OR (D) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL STABILITY’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE GREATER OF (I) TEN THOUSAND DOLLARS (\$10,000) OR (II) THE PRICE YOU PAID FOR THE SERVICE IN THE LAST TWELVE (12) MONTHS. IF YOU ARE MERELY DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THESE TERMS MUST BE FILED BY YOU WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CERTAIN CATEGORIES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT

APPLY TO YOU.

## **Dispute Resolution by Binding Arbitration**

***PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.***

- **Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the “Arbitration Agreement.” You and Stability agree that any and all disputes, claims, demands, or causes of action (“Claims”) that have arisen or may arise between you and us, whether arising out of or relating to these Terms, the Services, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration before a neutral arbitrator, rather than in a court by a judge or jury, in accordance with the terms of this Arbitration Agreement, except that you or we may (but are not required to) assert individual Claims in small claims court, if such Claims are within the scope of such court’s jurisdiction. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and we are each waiving the right to a trial by jury or to participate in a class action and that our respective rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.
- **Pre-Arbitration Dispute Resolution.** Before commencing any arbitration (or suit in small claims court, if available), each party agrees to send to the other party a written notice of Claim (“Notice”). The Notice to Stability shall be sent to legal@stability.ai with a paper copy to: Stability AI Ltd., 88, Notting Hill Gate, London, W11 4HP, UK. The Notice to you shall be sent to the email address we have on file for you (each, a “Notice Address”). The Notice must (i) describe the nature and basis of the Claim in sufficient detail to evaluate the merits of the claiming party’s Claim and (ii) set forth the specific relief sought, including the amount of money (if any) that is demanded and the means by which the demanding party calculated the claimed amount. Both parties agree that they will



attempt to resolve a Claim through an informal negotiation within sixty (60) calendar days from the date the Notice is received. If the Claim is not resolved within sixty (60) calendar days after the Notice is received, you or we may commence an arbitration proceeding. Each party agrees that state and federal courts in New York, New York, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph.

- **Arbitration Procedures.** The Federal Arbitration Act fully applies to the Arbitration Agreement. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") Consumer Arbitration Rules in effect at the time that such arbitration is initiated (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control. The arbitrator must also follow the provisions of these Terms as a court would. Except as set forth above, all issues are for the arbitrator to decide, including, but not limited to, threshold issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement and issues relating to (a) whether the terms of these Terms (or any aspect thereof) are enforceable, unconscionable, or illusory and (b) any defense to arbitration, including waiver, delay, laches, or estoppel. During arbitration proceedings, the amount of any settlement offer made by Stability or you shall not be disclosed to the arbitrator. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. While an arbitrator may award declaratory or injunctive relief, the arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's Claim. The arbitrator's decision and judgment thereon will not have a precedent or collateral estoppel effect on any other Claim. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any arbitration hearings will take place in New York, New York, at another mutually agreeable location or, if both parties agree, by telephone or video conference. Whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or by a hearing will be determined in accordance with the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is

based.

- **Small Claims Court.** Subject to applicable jurisdictional requirements, either party may elect to pursue a Claim in a local small claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis.
- **Cost of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If you are able to demonstrate to the arbitrator’s satisfaction that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees, subject to allocation in the arbitrator’s award. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.
- **Confidentiality.** Each of the parties shall maintain the strictly confidential nature of the arbitration, including all aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by law.
- **Opt Out.** You may reject this Arbitration Agreement, in which case only a court may be used to resolve any Claim. To reject this provision, you must send us an opt-out notice (the “Opt Out”) within thirty (30) days after you first use the Services. The Opt Out must be sent to the Stability Notice Address. The Opt Out must include your name, phone number, AWS account number and the email address you used to sign up and use the Services. This is the only way of opting out of this Arbitration Agreement. Opting out will not affect any other aspect of these Terms, and will have no effect on any other or future agreements you may reach to arbitrate with us.
- **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than Paragraph 2) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” is invalid or

unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Paragraph 2 above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to Claims for public injunctive relief. The remainder of these Terms will continue to apply.

### **Choice of Law**

Any and all Claims shall be governed by the Federal Arbitration Act, and the internal substantive laws of the State of New York in all respects, without regard for the jurisdiction or forum in which the user is domiciled, resides, or located at the time of such access or use. Except as provided in the Arbitration Agreement, all Claims will be brought in the federal or state courts located in New York, New York, and you and Stability each unconditionally, voluntarily, and irrevocably consent to the exclusive personal jurisdiction and venue of those courts. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS THAT IS NOT SUBJECT TO ARBITRATION, AS SET FORTH ABOVE.

A printed version of these Terms and any other notice given in electronic form will be admissible in any arbitral, judicial, or administrative proceedings based upon or relating to these Terms and your use of the Services to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Waiver and Severability**

If you do not comply with a portion of these Terms and we do not take action right away, this does not mean we are giving up any of our rights under these Terms. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction or arbitrator, the remainder of the Terms shall be enforced to the maximum extent permitted by law.

## **Entire Agreement; Construction**

These Terms contain the entire agreement between you and Stability regarding your use of the Services and, supersede any prior or contemporaneous agreements, communications, or understandings between you and Stability on that subject.

## **Assignment and Delegation**

You may not assign or delegate these Terms or any rights or obligations under these Terms. Any attempted or purported attempted assignment or delegation shall be null and void, and will automatically terminate your right to use the Services. We may assign or delegate these Terms or any rights or obligations under these Terms in connection with a merger, acquisition or sale of all or substantially all of our assets, or to any affiliate or as part of a corporate reorganization.

## **Notices**

All notices to Stability under these Terms, unless otherwise specified shall be sent to [legal@stability.ai](mailto:legal@stability.ai). We may notify you using the email address we have on file for you. Service of any notice will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by postal mail.

## **Changes to these Terms**

We may change or modify these Terms by posting a revised version within the Services, and will state the date they were last revised. Changes will not apply retroactively and will become effective no earlier than fourteen (14) calendar days after they are posted, except for changes addressing new Service functions or changes made for legal reasons, which will be effective immediately. Your continued use of the Services after any change means you agree to the new Terms.