

HUGGING FACE END USER LICENSE AGREEMENT

End Customers and/or End Users are required to unconditionally comply with the terms and conditions of this End User License Agreement (“EULA”). This EULA may be subject to any changes by Hugging Face at any time upon notice.

1. USE OF THE SERVICES

End Customers and/or End Users must use Hugging Face Services in strict compliance with the Hugging Face Terms of Services, the [Supplemental Terms](#) for each Service, all of our policies available on the Hugging Face website available at <https://huggingface.co> (collectively, the “**Hugging Face Terms**”) and all applicable laws or regulations in the relevant jurisdiction(s).

2. OWNERSHIP OF WORK; FEEDBACK

End Customers and/or End Users agree that all ideas, materials, and all information and rights relating thereto, including Confidential Information, whether in written or unwritten form, conceived or produced by or on behalf of Hugging Face, even if and shared to End Customers and/or End Users through any Service, shall remain the exclusive property of Hugging Face (or its licensor(s)).

Further, nothing in this EULA is intended to limit Hugging Face’s use or commercialization of its knowledge, skills, experience, ideas, concepts, know-how and/or techniques developed prior to or during the provision of the Services, without limitation.

If End Customers and/or any End Users provide Hugging Face feedback regarding the use, operation, performance, or functionality of Hugging Face’s products or services (collectively, “Feedback”), End Customers and/or any End Users hereby grant Hugging Face a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive right and license to exploit and commercialize the Feedback, improve the products or services, and develop and/or commercialize new offerings, which Hugging Face will solely and exclusively own as between the Parties. In addition, and subject to Hugging Face’s Privacy Policy, Hugging Face may aggregate, anonymize, or otherwise learn from data relating to use of any Service, and use the foregoing to train or improve the Service or develop new products or services.

3. INTELLECTUAL PROPERTY

This EULA (i) does not convey any ownership, license or other rights, express or implied, in Hugging Face’s services and products, and (ii) does not grant, assign or transfer any rights, to End Customers and/or End Users or any other party, other than a non-exclusive right to access and use the Service provided by Hugging Face in accordance with this EULA.

All rights not expressly granted are reserved and retained by Hugging Face.

Certain items relating to or covered by a Service may be subject to “open source” or “creative commons” or other similar licenses (collectively, “Open Source”). The Open Source license terms are not intended to be replaced or

overridden by this Agreement; for clarity, however, the limitations of liabilities, disclaimers, and this provision apply in all respects as between the Parties. Nothing in this Agreement limits Customers rights under, or grants Customer rights that supersede, the terms and conditions of any applicable Open Source license. If modifications are made to Open Source in connection with any Service, and if the applicable Open Source license requires that such modifications be made available, and Hugging Face does not already publish such modifications via the applicable open source community, then such modifications will be available on applicable websites or as required by the Open Source license.

4. PRIVACY

Hugging Face respects the End Customers' and/or End Users' privacy and will provide the Service in accordance with Hugging Face's Privacy Policy available at: <https://huggingface.co/privacy> to the extent applicable to the Services. To the extent End Customers and/or End Users provide Hugging Face any personal or other information, data, or content, End Customers and/or End Users represent and warrant they have the right to do so, have obtained any required third party consents, and are only doing so as expressly permitted in the Hugging Face Terms available at <https://huggingface.co> and this EULA.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER SIMILAR DAMAGES, INCLUDING LOSS OF REVENUE, PROFITS, DATA, BENEFITS, OR SAVINGS, WHETHER OR NOT DUE TO THE FAULT OR NEGLIGENCE OF THE PARTY OR ITS AFFILIATES, AND REGARDLESS OF WHETHER THE PARTY OR ITS AFFILIATES OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

EITHER PARTY'S (AND ITS AFFILIATES' AND REPRESENTATIVES') AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT RECEIVED BY HUGGING FACE IN CONNECTION WITH THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE LAST CLAIM (OR \$50 IF RELATING TO A FREE SERVICE). THIS LIMITATION WILL NOT APPLY TO: (I) EITHER PARTY'S LIABILITY FROM FRAUD, GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL OR CRIMINAL MISCONDUCT, (II) END CUSTOMERS' OR END USERS' LIABILITY FOR INFRINGEMENT OF HUGGING FACE'S INTELLECTUAL PROPERTY RIGHTS, OR (III) END CUSTOMERS' OR END USERS' LIABILITY FOR BREACH OF CONFIDENTIALITY.

6. INDEMNITY

End Customers and/or End Users agree to indemnify, defend and hold harmless Hugging Face and its Affiliates and its and their directors, contractors, licensors, officers, agents and/or employees (each a "Representative") from all claims, liability, and expenses, including attorney's fees arising out of or in connection with End Customer's or End User's access to and use of the Service, including but not limited to End Customers' and/or End Users' breach of the Hugging Face Terms available at <https://huggingface.co> and this EULA, unless arising directly from Hugging Face's fraud, gross negligence, recklessness, or willful or criminal misconduct, provided that Hugging Face provides End Customers and/or End Users with (i) a prompt written notice of the claim, demand, suit or proceeding, (ii) sole control of the defense and settlement of the claim, demand, suit or proceeding, and (iii) all reasonable assistance and cooperation in connection with the defense and settlement of the claim, at its own expense.

6. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, AND HUGGING FACE DISCLAIMS ALL WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY LAW OR FROM ANY USAGE IN TRADE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. HUGGING FACE FURTHER DISCLAIMS ALL WARRANTIES OR GUARANTEES ABOUT THE ACCURACY OR BENEFITS OF ANY ARTIFICIAL INTELLIGENCE OR OTHER MODELS, OR THAT THE SERVICE WILL BE ERROR-FREE, OR OTHERWISE.

7. PUBLICITY

End Customers and/or End Users expressly authorizes Hugging Face to quote its name, and/or to use or reproduce its logo and/or trademarks as a business reference in any type of medium, including but not limited to communication on social networks, press releases, updates on the Hugging Face website, newsletters, or any other marketing or sales materials.

At any time and upon written request by End Customers and/or End Users, Hugging Face may cease such communication within thirty (30) days upon receipt of such notice.

8. APPLICABLE LAW

This EULA and all matters regarding its interpretation and/or enforcement shall be governed by the Law of the State of New York, excluding its choice of law rules.

If the Parties fail to reach an out-of-court settlement to solve a dispute, any related action, lawsuit, or proceeding must be brought and adjudicated exclusively by state or federal courts located in the city of New York, New York, United States of America.

Any claim, action, suit or proceeding relating to this EULA must be brought within one (1) year of the event that gave rise to the claim or it is hereby waived, except for claims relating infringement or misappropriation of Hugging Face’s intellectual property rights.