

AI MODEL LICENSE AGREEMENT

This AI Model License Agreement (this "Agreement") takes effect on [DATE] (the "Effective Date") between [LICENSOR NAME] of [LICENSOR ADDRESS] (the "Licensor"), and [LICENSEE NAME], of [LICENSEE ADDRESS] (the "Licensee"). The Licensor grants a permissive license to the Licensed Model on the terms below. The Licensee may use, modify, and redistribute the Licensed Model, including commercially, subject to the conditions in this Agreement.

Background and Purpose

"Licensed Model" means the artificial-intelligence model identified in the section titled "Description of the Licensed Model" below, together with each component listed there, including the model weights, the model architecture code, the tokenizer, the fine-tuning scripts, the model card, and any evaluation benchmarks, in each case only to the extent that component is expressly included under this Agreement. The weights are the trained numerical parameters that carry the model's learned behavior. This Agreement enumerates the components rather than relying on a general reference, and a component not listed in the section titled "Description of the Licensed Model" is not part of the Licensed Model.

This Agreement defines the rights the Licensee holds, separates the four rights a model carries (use, fine-tuning, hosting, and redistribution), and allocates between the parties the risk that the training data, the Model Output, or a Fine-Tuned Model infringes the rights of a third party. Each right is granted, withheld, or conditioned by an express provision of this Agreement, and no right passes by implication.

Definitions

"Licensed Components" means the specific elements of the Licensed Model included in the license, as identified in the section titled "Description of the Licensed Model" below.

"Fine-Tuned Model" means any model the Licensee produces by continuing to train, modifying, or otherwise adapting the Licensed Model on additional data or instructions, whether or not the resulting weights differ materially from the original. The parties treat each Fine-Tuned Model as a derivative work of the Licensed Model under 17 U.S.C. §106.

"Model Output" means any text, image, audio, video, code, data, prediction, embedding, or other content the Licensed Model or a Fine-Tuned Model produces on inference.

"Distribute" or **"Redistribution"** means conveying the Licensed Components, in whole or in part and whether modified or unmodified, to a third party, whether as a standalone release, as a component of a product, or by any other means that gives the third party access to the weights.

Description of the Licensed Model

Model name and version: [MODEL NAME AND VERSION]

Components included in this license:

- (a) Model weights (the numerical parameters file).
- (e) Model card and documentation.

Additional description:

| [MODEL DESCRIPTION]

Grant of Rights

Right to Use

Subject to the terms and conditions of this Agreement, the Licensors grants the Licensee a worldwide, non-exclusive, royalty-free right to use the Licensed Components, meaning the right to load, run, and operate the Licensed Model, to submit inputs to it, and to receive and use the Model Output, for the Licensee's internal purposes and within products or services the Licensee offers to third parties. This use right does not authorize the Licensee to fine-tune the Licensed Model, to host it as a service for others, or to redistribute the weights, each of which the Licensee may do only under an express grant elsewhere in this Agreement.

Right to Fine-Tune

The Licensors grants the Licensee the right to fine-tune the Licensed Model on the Licensee's own data and to create Fine-Tuned Models. The right to fine-tune is narrower than an assignment of the Licensed Model and conveys no ownership of the base weights. The Licensee may exercise this right only within the scope of this Agreement, and the Licensee may not use fine-tuning to obtain or exercise any right this Agreement does not expressly grant.

Ownership of Fine-Tuned Models. The Licensee owns outright each Fine-Tuned Model it produces, including any copyright in original code or documentation the Licensee adds. The Licensors retains all rights in the underlying Licensed Model and its weights, and the Licensee's ownership of a Fine-Tuned Model neither reduces nor qualifies that retained ownership. The Licensee may use, close-source, and sublicense a Fine-Tuned Model on terms of the Licensee's choosing, provided those terms do not conflict with the restrictions this Agreement imposes on the underlying Licensed Model.

Ownership of Model Output

As between the parties, the Licensee owns all Model Output it generates using the Licensed Model or any Fine-Tuned Model the Licensee produces under this Agreement, and the Licensors assigns to the Licensee

any interest the Licensor may hold in that Model Output. This allocation is contractual and operates independently of copyright law. Under *Thaler v. Perlmutter* and the registration guidance of the U.S. Copyright Office, a work a machine generates without meaningful human authorship cannot be registered, and raw Model Output may therefore carry no copyright. The parties have consciously chosen to allocate ownership of that output by contract, not by relying on a copyright that may not exist. The Licensor shall not assert ownership of Model Output the Licensee generates, provided the Licensee's use of the Licensed Model stays within the scope of this Agreement.

Representations and Warranties

Disclaimer of Warranties

THE LICENSED MODEL IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. The Licensor expressly disclaims all warranties, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, accuracy, non-infringement of third-party rights, or freedom from defects. The Licensor makes no warranty that the Licensed Model is error-free, that its output is accurate or reliable, that it does not infringe any third party's intellectual property rights, or that it was trained exclusively on data the Licensor had the right to use. The Licensee uses the Licensed Model at its own risk and accepts full responsibility for any consequences arising from that use.

Licensee's Representations

The Licensee represents that the person signing on its behalf has authority to bind it, and the Licensee covenants to use the Licensed Model only within the scope of this Agreement and in compliance with all applicable laws. The Licensee is solely responsible for evaluating the fitness of the Licensed Model for any particular use and for determining whether that use complies with applicable laws, including regulated-sector requirements in healthcare, finance, and law.

Term and Termination

This Agreement begins on the Effective Date and continues in perpetuity unless terminated under this section.

Termination for Cause

The Licensor may also terminate this Agreement by written notice if the Licensee materially breaches any other provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing it. A breach that cannot reasonably be cured, including an unauthorized Redistribution of the weights or a breach of a no-redistribution restriction, terminates the license immediately on notice.

Compensation

The parties enter this Agreement without a separate cash payment. The consideration each party gives is the mutual rights and obligations in this Agreement, including the license grant, the conditions on Redistribution, and the representations each party makes. The absence of a cash payment does not affect the enforceability of any term of this Agreement.

Governing Law

This Agreement is governed by the laws of the State of [STATE] (the "Governing State"), without regard to conflict-of-laws rules. The U.S. Copyright Act, 17 U.S.C. §§101 et seq., continues to govern copyright ownership and scope to the extent copyright applies to the Licensed Model or any part of it. The state and federal courts located in the Governing State have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party consents to personal jurisdiction and venue in those courts and waives any objection based on inconvenient forum.

General Provisions

Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement on rights in the Licensed Model, and it supersedes every prior discussion, representation, and understanding on that subject, whether oral or written. The four rights of use, fine-tuning, hosting, and redistribution are distinct, and each is granted only by an express provision of this Agreement. Silence on any of the four means the right was not granted.

No Implied License. No right in the Licensed Model, the Licensed Components, or any related intellectual property passes by implication, exhaustion, course of dealing, or estoppel. A right this Agreement does not expressly grant remains with the Licensor. Receiving a copy of the weights does not carry with it any right to fine-tune them, to host them, or to redistribute them; those are separate rights that require separate grants.

Amendment; Waiver. The parties may amend this Agreement only by a writing both parties sign. A party that does not enforce a provision on one occasion retains the right to enforce it on any later occasion.

Severability. If a court holds any provision of this Agreement unenforceable, the remaining provisions stay in effect, and the court shall reform the unenforceable provision to the smallest extent needed to make it enforceable while preserving the parties' original intent.

Notices. A notice under this Agreement must be in writing and sent to the receiving party's address stated in this Agreement, or to any later address that party designates by written notice. A notice is effective when the receiving party actually receives it.

Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one instrument.

Export Control. The Licensee is responsible for complying with all applicable U.S. and foreign export-control and sanctions laws and regulations in connection with its use, fine-tuning, hosting, and redistribution of the Licensed Model.

Signatures

LICENSOR:

Licensor

PRINTED NAME

SIGNATURE

DATE

[LICENSOR SIGNATORY NAME] [LICENSOR NAME]

LICENSEE:

Licensee

PRINTED NAME

SIGNATURE

DATE

[LICENSEE SIGNATORY NAME] [LICENSEE NAME]