AI MODEL LICENSE AGREEMENT

UNSIGNED WORKING DRAFT — resolve actual rights, upstream terms, permissions, commercial terms and applicable requirements before signing.

Proposed approach: Negotiated proprietary license
Agreed effective date: [DATE]
Licensor: [LICENSOR LEGAL NAME], [LICENSOR ADDRESS]
Licensee: [LICENSEE LEGAL NAME], [LICENSEE ADDRESS]
Chosen governing state: [STATE]

Actual roles, authority and rightsholder chain: [ACTUAL ROLES AUTHORITY AND CREATOR RIGHTSHOLDER]

Development, distribution, deployment and recipient locations: [ACTUAL DEVELOPMENT DISTRIBUTION DEPLOYMENT AND RECIPIENT]

This custom agreement takes effect on actual execution, subject to the stated grant trigger and applicable law. An approach label is not the text, approval or certification of a standard open-source, Apache, RAIL or GPL license. The actual components, rights and conditions below govern this agreement. Existing third-party licenses and statutory rights remain separate.

1. Identified model and upstream terms

Model, version and release identifier: [MODEL VERSION AND RELEASE IDENTIFIER]

Included components, file identifiers and exclusions: [INCLUDED WEIGHTS CODE TOKENIZER DOCS DATA]

Upstream components, exact licenses, notices and compatibility: [UPSTREAM COMPONENTS EXACT LICENSE VERSIONS NOTICES]

Permission status: Unresolved

Rights evidence, training/input permissions, consents and restrictions: [RIGHTS EVIDENCE TRAINING INPUT PERMISSIONS DATA]

Delivery, documentation, support, updates and acceptance: [DELIVERY DOCUMENTATION SUPPORT UPDATE AND ACCEPTANCE]

Only the expressly identified components are covered: weights, code, tokenizers, documentation, evaluation material and data can have different owners and terms. A public download does not itself

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establish permission to modify, host, redistribute or use every component. No accounts, credentials, unrelated training data or third-party rights are transferred by implication.

The licensor may grant only rights it actually owns or is authorized to license. Reconcile upstream notice, source, attribution, field-of-use, patent and other conditions before an affected use. This agreement does not relicense someone else's components beyond actual authority or extinguish rights already validly received from an upstream licensor. Missing permissions must be resolved before use.

2. Separate license permissions

Actual rights licensed, users, field, territory, capacity and exclusions: [ACTUAL RIGHTS LICENSED USERS FIELD TERRITORY]

Subject to those limits, the stated term, payment trigger and other lawful conditions, the licensor grants the licensee a nonexclusive license under the actual rights identified here to load, run and use the included model components for the specified purposes. This grant does not label paid use royalty-free. Fine-tuning, hosting for third parties and redistribution are separate choices below.

Modification and fine-tuning not granted. This agreement supplies no additional permission for those activities. Separate valid rights under law or an upstream instrument remain distinct.

Third-party hosting not granted. This agreement supplies no additional right to operate the included model as a service for others.

Redistribution not granted. This agreement supplies no additional permission to convey the included components or sublicense them to others. Separate valid upstream rights and mandatory statutory rules remain applicable.

Acceptable-use, capacity, competing-training and attribution terms: [ACTUAL ACCEPTABLE USE CAPACITY COMPETING TRAINING]

The licensee will comply with those specifically identified lawful restrictions. Conditions must be consistent with the granted permissions and any valid upstream rights. They bind only parties actually subject to them; labels alone do not bind every downstream person. Changes require the agreed lawful process and do not automatically rewrite an earlier received license. Suspension and termination follow Section 4 and controlling law.

Express patent, trademark and other noncopyright permissions: [ANY EXPRESS PATENT TRADEMARK OR OTHER]

No standard patent grant or trademark endorsement is supplied merely by comparing this license to another license. Identify actual grants and conditions. Nothing purports to eliminate statutory rights or defenses by stating that no right can arise through exhaustion or operation of law.

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3. Modifications, weights and output

Actual held rights, allocation and excluded material: [ACTUAL HELD RIGHTS IN MODIFICATIONS WEIGHTS]

A modification or fine-tuning does not automatically establish new copyright, derivative-work status, joint authorship or ownership of all resulting weights. Applicable copyright and other rights depend on actual protected expression, ownership and authority. Base components and separately owned inputs remain subject to their actual rights and licenses.

No additional assignment. This agreement adds no ownership transfer of modifications, weights or output. The actual license and existing lawful rights continue to govern.

Output use permissions and private promises: [OUTPUT USE PERMISSIONS AND PRIVATE PROMISES]

Machine-generated material lacking sufficient human authorship may have no U.S. copyright; qualifying original human expression, selection, arrangement or modification may have protection. Private promises cannot create missing copyright, make all output unowned, extinguish third-party rights or bind strangers. Any transfer reaches only rights actually held. No automatic joint ownership or guarantee of unique output is supplied.

4. Grant timing, compensation and termination

Payment trigger. The additional licenses and any assignment above take effect upon the specific payment conditions stated here; future assigned rights also require their creation. Describe any permitted evaluation before payment in the scope. Existing valid rights under law or another instrument are not postponed.

Compensation structure: Flat Fee

Actual one-time fee: [ACTUAL ONE TIME FEE]

Actual consideration, due dates, royalty calculation/statements and audit terms: [ACTUAL CONSIDERATION DUE DATES ROYALTY BASE]

License start, duration, renewal and expiry: [LICENSE START DURATION RENEWAL AND EXPIRY]

Suspension, termination grounds, notice, cure and reinstatement: [SUSPENSION TERMINATION GROUNDS NOTICE CURE AND]

Downstream rights, paid use, output, refunds and retention: [DOWNSTREAM RIGHTS PAID USE OUTPUT REFUNDS]

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The parties will perform the agreed payment and ending obligations, subject to controlling law. No unstated quarterly royalty schedule, automatic audit right, universal notice period or immediate forfeiture is inserted. A breach by one downstream user does not automatically terminate every other person's license under this form. Existing independently granted downstream rights and obligations require their own analysis.

Return or deletion obligations must preserve lawful records, legal holds, security requirements and evidence needed for compliance, protected reporting or asserting rights, with access and use restricted appropriately. Termination does not transfer third-party rights or require unlawful destruction of all backups. Reconcile any retained modification/output use with upstream and continuing grants.

5. Applicable rules, safety and data

EU applicability review: Unresolved

Actual roles, classifications, markets, dates and governing requirements: [ACTUAL ROLES MODEL USE CLASSIFICATIONS MARKETS]

Selecting a nonapplicable or unresolved status is not a regulatory determination. Record the actual basis and revisit affected duties when facts, deployment or law change.

Use evaluation, safeguards, monitoring, incidents and changes: [USE EVALUATION SAFEGUARDS MONITORING INCIDENT REPORTS]

Data roles, lawful bases/consents, approved services, security and retention: [DATA ROLES LAWFUL BASES CONSENTS APPROVED]

Export/sanctions assessment and permissions: [ACTUAL EXPORT SANCTIONS ASSESSMENT AND PERMISSIONS]

Each party must comply with requirements applicable to its own conduct and role. Actual data protection, cybersecurity, discrimination, consumer, accessibility, professional-use and other rules may apply independently. This license alone provides no missing consent, data-processing agreement, business-associate agreement, export authorization or approval of a regulated use. Do not treat a model card or counterpart's compliance claim as verification of the complete deployment.

6. Warranties and liability

Actual warranties/disclaimers, knowledge limits and exceptions: [ACTUAL WARRANTIES DISCLAIMERS KNOWLEDGE LIMITS AND]

No automatic warranty of lawful training data, title, copyrightability, accuracy, fitness or noninfringement is inserted. Nor does omission of an additional warranty release every legal claim. Assess actual coverage

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and exceptions separately for components, modifications, training material and output.

No additional contractual indemnity is created. Applicable legal responsibility remains.

Liability and lawful limits: [LIABILITY AND ANY LAWFUL LIMITS]

No automatic indemnity carve-out for every training or modification claim is supplied. Applicable mandatory liability, reimbursement, fraud, consumer and other nonwaivable protections control inconsistent limitations. A private allocation of risk does not bind a third-party claimant or regulator.

7. Confidentiality, review and execution

Confidential information, use, recipients and duration: [CONFIDENTIAL INFORMATION PERMITTED USE RECIPIENTS AND]

The parties will safeguard identified confidential information with reasonable care and use it only for agreed purposes. Exclusions cover information public without breach, previously lawfully known without restriction, independently developed without protected information, or lawfully obtained without a confidentiality duty. Lawful compelled disclosure is permitted, with notice only where lawful.

Under 18 U.S.C. § 1833(b), an individual has immunity from federal and state trade-secret liability for confidential disclosure to a government official or attorney solely to report or investigate a suspected legal violation, or disclosure in a complaint or other filing under seal. In an anti-retaliation lawsuit, the individual may disclose to an attorney and use the information if filings are under seal and disclosure otherwise occurs only by court order. This notice covers employees, contractors and consultants and does not authorize unlawful access.

Protected reporting, cooperation with authorities, legally protected workplace discussions and other nonwaivable rights require no prior consent or notice. Confidentiality must also remain consistent with actual lawful public-release and documentation obligations.

Actual forum, dispute procedure and notice details: [ACTUAL FORUM DISPUTE PROCEDURE AND NOTICE]

Actual ownership, upstream compatibility, commercial and jurisdiction review: [ACTUAL OWNERSHIP UPSTREAM COMPATIBILITY COMMERCIAL AND]

Chosen governing law is subject to controlling federal and mandatory state/local or other applicable law. A private agreement cannot create subject-matter jurisdiction. Remedies require the showing the law requires; no automatic injunction or mandatory judicial rewriting is promised. Severability applies only as law permits. Resolve conflicts among incorporated schedules, prior agreements and upstream licenses before execution. Amendments require a lawful signed agreement. Counterparts and electronic signatures may be used as applicable law permits.

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Unsigned draft. This output provides no signature fields. Resolve rights, permissions, applicability and review before preparing the agreement for execution.

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