

# APLUX AI Model Usage License Agreement

## Model Farm Platform

### Terms and Conditions of Use

#### AI Model and Software License Agreement

These terms and conditions (the "Agreement") constitute a legally binding agreement between APLUX (Chengdu APLUX Intelligent Technology Co., Ltd.) (referred to as "APLUX" or "Licensor") and you (as an individual) or the legal entity you represent (collectively "You" or "User"). APLUX is willing to license the software, software tools and/or any related documentation (collectively the "Software") to you only if you accept and agree to all the terms and conditions of this Agreement. By downloading and/or using the Software, you acknowledge that you have read this Agreement, understand its contents, and agree to be bound by its terms and conditions. If you do not agree to these terms, APLUX is unwilling and will not license the Software to you. If you do not agree to these terms, you must cease the download process and may not use or retain any copy of the Software. Your use or possession of the Software is subject to the terms and conditions of this Agreement.

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- (ii) demonstrate portions of the Software provided in object code format to showcase AI-related use cases;
- (iii) modify portions of the Software provided in source code format ("Modifications") solely for developing your software applications;
- (iv) distribute the Software only in object code format and as a component of your software applications;
- (v) use the Software for benchmarking purposes (collectively the "Licensed Purposes").

#### Important Restriction Notice:

- **Prohibition on Standalone Distribution:** This Agreement expressly does not grant you a license to independently distribute or sublicense the Software. You may not distribute, publish, or provide downloads of converted AI models (including but not limited to .bin files, .dlc files, or other object code files) as standalone products.
- **Embedded Use Only:** You may only distribute the Software as an embedded component of your own software applications and may not provide it to third parties in any standalone form.

## 2. License Restrictions

## a. Reverse Engineering Restrictions

APLUX has invested substantial resources in developing the Software, which contains trade secret information of APLUX and its affiliates. Therefore, you may not, nor may you assist any third party to disassemble, reverse engineer, reverse assemble, decompile, or dismantle the Software delivered in object code or compiled format.

## b. Transfer and Sublicensing Restrictions

You may not transfer, sublicense, or redistribute the license rights under this Agreement in any manner, including but not limited to:

- **Prohibition on Rights Transfer:** You may not transfer your usage rights obtained under this Agreement to any third party (including individuals, companies, or other organizations);
- **Prohibition on Sublicensing:** You may not re-authorize the Software or AI models for use by others, whether for commercial or non-commercial purposes;
- **Prohibition on Redistribution Licensing:** You may not permit, authorize, or assist others in obtaining any rights under this Agreement;
- **Prohibition on Proxy Use:** You may not use the Software on behalf of or in the name of others.

Any transfer, sublicensing, or redistribution in violation of this provision shall be invalid, and APLUX has the right to immediately terminate this Agreement and pursue corresponding legal liability.

## c. Proprietary Notices

You may not remove or alter any copyright notices, proprietary information notices, or restrictive rights notices contained in or on the Software.

## d. User Responsibilities

You bear full responsibility for activities related to or associated with the Software and any content created or used by such Software (including training data, inputs, prompts, or outputs), including but not limited to: whether your use of such Software complies with applicable laws and regulations, whether it follows ethical principles and values, whether it causes any harm, whether it infringes third-party intellectual property or other rights, whether it is suitable for any use case, and whether it has adequate privacy or security protections.

## e. Prohibited Use Cases

You agree not to use the Software or Software derivatives for the following applications ("Unacceptable Risk Applications"):

- Unfair, manipulative, or deceptive practices;
- Exploiting vulnerabilities related to age, disability, or socioeconomic status;
- Predictive policing;
- Social scoring;
- Emotion recognition in workplaces and education;
- Real-time remote biometric identification in public spaces for law enforcement purposes;
- Biometric classification systems (sensitive characteristics);
- Generating facial recognition databases by scraping internet images or surveillance footage.

## **f. High-Risk Use Cases**

The following applications are considered high-risk ("High-Risk Applications"):

- (1) Biometrics (non-unacceptable risk applications);
- (2) Critical infrastructure;
- (3) Education and vocational training;
- (4) Employment;
- (5) Access to and enjoyment of essential private services and essential public services;
- (6) Law enforcement;
- (7) Immigration, asylum, and border control;
- (8) Social media platform recommendation systems;
- (9) Administration of justice and democratic processes;
- (10) Any other AI system that makes or is a significant factor in making important decisions when deployed.

APLUX recommends against using the Software or Software derivatives for High-Risk Applications.

## **3. Ownership**

### **a. Software Ownership**

APLUX retains all rights, title, and interest in the Software. This is a license agreement, and nothing in this Agreement should be construed as selling or offering to sell the Software or any part thereof to you. Subject to APLUX's and its licensors' underlying ownership of the Software, you shall be the sole owner of all rights, title, and interest (including all intellectual property rights) in Modifications made by or for you.

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## **7. Term and Termination**

This Agreement becomes effective when you accept it and continues until terminated. You may terminate the Agreement at any time by deleting and destroying all copies of the Software. This Agreement will automatically terminate immediately if you fail to comply with any terms of this Agreement. APLUX may also terminate this Agreement at any time without cause by notifying you. Upon termination, you must delete or destroy all copies of the Software.

## **8. Indemnification**

You agree to defend, indemnify, and hold APLUX harmless from any claims, lawsuits, or damages arising from your use of the Software (including using the Software for prohibited or high-risk applications).

## **9. General Terms**

### **a. Assignment**

You may not assign your rights or obligations under this Agreement without APLUX's prior written consent.

### **b. Entire Agreement**

This Agreement constitutes the complete agreement between the parties regarding the subject matter of this Agreement, and any modifications must be signed in writing by both parties.

### **c. Governing Law**

This Agreement is governed by the laws of the People's Republic of China. Disputes arising from this Agreement shall be subject to the jurisdiction of the people's courts where APLUX is located.

### **d. Export Control**

You acknowledge that products obtained from APLUX may be subject to export control and economic sanctions laws. You agree to comply with all applicable export control laws and regulations.

### **e. Third-Party Software**

The Software may contain third-party software components, and your use is subject to the corresponding third-party license terms.

## **f. Surviving Provisions**

Sections 2, 3, 4, 5, 6, 7, 8, and 9 of this Agreement shall survive termination of the Agreement.

## **Final Declaration**

By downloading and/or using the Software, you represent, warrant, and undertake that: you are at least eighteen years of age; you have read and understand this Agreement; you have the authority to bind the legal entity you represent; you agree to be bound by the terms and conditions of this Agreement.

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