



COMMERCIAL LICENSE TERMS

FOR ON-PREMISES DEPLOYMENT OF CC-BY-NC MODELS

Last Updated: Oct. 25, 2024

These Commercial License Terms ("Terms") govern your use of Jina AI's CC-BY-NC models for on-premises deployment. By completing the purchase, you (the "Licensee") agree to these Terms with Jina AI GmbH (the "Licensor", "we", or "us").

Licensor Details:

Jina AI GmbH

Prinzessinnenstraße 19-20

10969 Berlin, Germany

Register: Amtsgericht Berlin

Register Number: HRB 218021

VAT ID: DE331656714

1. DEFINITIONS

1.1. "Models" means:

1.1.1. The following existing models: 'jina-embeddings-v3', 'jina-colbert-v2', 'jina-reranker-v2-base-multilingual', 'reader-lm-0.5b/1.5b';

1.1.2. Any updates to the existing models listed in Section 1.1.1;

1.1.3. Any new models released by Licensor under CC-BY-NC-4.0 during the License Period.

1.2. "On-Premises Deployment" means installation, use, and deployment of the Models in environments controlled by Licensee, including private data centers, self-hosted infrastructure, and non-cloud environments.

1.3. "License Period" means the three-month period starting from the Licensor's receipt of payment.

2. ACTIVATION AND TERM

2.1. These Terms automatically take effect upon successful payment processing via Stripe or via other payment methods.

2.2. The license period begins upon the Licensor's receipt of payment and continues for three months ("License Period").

2.3. The license automatically renews for subsequent three-month periods unless canceled in writing by notice to support@jina.ai or by submitting cancellation through <https://stripe.jina.ai>, at least seven (7) days before the next billing cycle.

3. ELIGIBILITY



- 3.1. This license is available exclusively to organizations meeting either of the following criteria:
 - 3.1.1. Having between 1 and 100 employees; or
 - 3.1.2. Having annual revenue less than \$5 million USD.

3.2. Organizations outside these parameters must contact sales@jina.ai for enterprise licensing.

4. LICENSE GRANT

- 4.1. Upon receiving the License Fee, the Licensor grants the Licensee a non-exclusive, non-transferable license to:
 - 4.1.1. Download and deploy the Models in On-Premises environments;
 - 4.1.2. Use the Models for commercial purposes, including internal use or incorporation into customer-facing applications.

5. FEES AND PAYMENT

5.1. License Fee: \$1,000 USD per three-month period. Applicable taxes may be added based on Licensee's location.

5.2. Payment is processed via Stripe or other methods as agreed in writing.

5.3. All fees are non-refundable.

6. SUPPORT SERVICES

6.1. Three (3) hours of technical consulting services per License Period.

6.2. Consulting hours do not roll over to the next period.

7. LICENSEE OBLIGATIONS

- 7.1. Licensee is responsible for:
 - 7.1.1. Testing Models before purchase using provided API (1M free tokens) or HuggingFace models;
 - 7.1.2. Implementation and deployment in their environment.

8. GENERAL PROVISIONS

8.1. These Terms are governed by German law. Courts competent for Berlin shall have exclusive jurisdiction.

8.2. These Terms incorporate by reference Licensor's Terms and Conditions available at <https://jina.ai/legal/>, including but not limited to provisions regarding Intellectual Property Rights, Confidentiality, Data Protection, and Limitation of Liability.