

NON-EXCLUSIVE RESEARCH USE LICENSE FOR UIUC.CHAT SOFTWARE

*The Software (as defined below) will only be licensed to You (as defined below) upon the condition that You accept all of the terms and conditions contained in this license agreement (“**License**”). Please read this License carefully. **By downloading and using the Software, You accept the terms and conditions of this License.***

Definitions.

- 1.1. “**Commercial Use**” means sale, lease, license, distribution or otherwise making the Software available to a third party.
- 1.2. “**Derivative Work**” means any derivative work, as defined by U.S. copyright law, of the Software, including any modification, enhancement, upgrade, or improvement to the Software.
- 1.3. “**License**” means this document.
- 1.4. “**Software**” means the UIUC.CHAT software in source code format, technology no. 2024-016, titled “UIUC.CHAT - The fastest and easiest way to train a custom LLM on your data”, and requires self-hosting, where UIUC.CHAT is installed on your device.
- 1.5. “**Research Use**” means use of the Software for Your non-profit research, development, academic, educational or personal and individual use, and expressly excludes Commercial Use.
- 1.6. “**You**” (or “**Your**”) means an individual or legal entity exercising rights under, and complying with all of the terms of, this License. For an individual, “You” includes your personal use of the Software only. For a legal entity, “You” includes all entities under common control with the entity and all employees of the entity. For purposes of this License, “common control” means right to control, or actual control of, the management of such other entity, whether by ownership of securities, voting rights, management authority, agreement, or otherwise.

2. License Grant and Restrictions.

Subject to Your compliance with the terms and conditions of this License:

- 2.1. The Board of Trustees of the University of Illinois (“**ILLINOIS**”), on behalf of the **National Center for Supercomputing Applications (NCSA)**, grants You a non-exclusive, non-transferable, restricted license to:
 - 2.1.1. Use the Software for Your Research Use; and
 - 2.1.2. Create Derivative Works of the Software for Your Research Use.
- 2.2. You shall not make Commercial Use of the Software or Derivative Works of the Software without having executed an appropriate Commercial Use license with ILLINOIS. Should You wish to make Commercial Use of the Software or Derivative Works of the Software, You shall contact ILLINOIS at otm@illinois.edu to determine whether a license for Commercial Use of the Software may be available.
- 2.3. You acknowledge the Software is owned by ILLINOIS, and ILLINOIS retains all right, title, and interest in and to the Software.
- 2.4. Nothing in this License shall be construed as conferring any license under any of ILLINOIS’ or any third party’s intellectual property rights, whether by estoppel, implication, or otherwise.
- 2.5. You shall clearly mark and rename all Derivative Works of the Software to notify users that it is a modified version of the Software.
- 2.6. You shall reproduce the following notice on all Derivative Works:
 - 2.6.1. “This software uses or is derived from the UIUC.CHAT developed at NCSA at the University of Illinois Urbana-Champaign.”
- 2.7. For any reports or published results obtained using the Software or Derivative Works of the Software, You shall acknowledge use of the Software by the following citation:
 - 2.7.1. “The UIUC.CHAT Software, used by *[insert Your name]*, was developed by NCSA at the University of Illinois Urbana-Champaign.”

2.7.2. You must supply one copy of each such report or publication to ILLINOIS through email to ai@ncsa.illinois.edu.

3. **Confidential Information.**

3.1. You acknowledge that the Software is proprietary to ILLINOIS. You agree to protect the Software from unauthorized disclosure, use, or release and to treat the Software with at least the same level of care as You use to protect Your own proprietary software and/or confidential information, but in no event no less than a reasonable standard of care.

3.2. If You become aware of any unauthorized licensing, copying, or use of the Software, You shall promptly notify ILLINOIS in writing at otm@illinois.edu.

3.3. You agree to use the Software only in the manner and for the specific uses authorized in this License.

4. **Feedback/Contributions**

4.1. Because the Software is being distributed free of charge pursuant to this License, ILLINOIS encourages You to provide feedback on the Software. ILLINOIS also encourages You to provide information regarding your experience with using the Software for your research. Please submit such feedback to NCSA at ai@ncsa.illinois.edu.

4.2. ILLINOIS encourages contributions from users of the Software that might be used or incorporated by ILLINOIS, in its sole discretion, into future versions or revisions of the Software. By contributing code, You agree that such code may be used and distributed by ILLINOIS for any purpose.

5. **Limitation of Warranties.**

5.1. EXCEPT AS SET FORTH IN THIS LICENSE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS," AND ILLINOIS DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS OF THIRD PARTIES IN CONNECTION WITH THE USE OF THE SOFTWARE BY ANY PERSON OR ENTITY.

5.2. THIS LIMITATION OF WARRANTY IS AN ESSENTIAL PART OF THIS LICENSE. NO USE OF THE SOFTWARE IS AUTHORIZED EXCEPT UNDER THIS DISCLAIMER.

5.3. ANY SOFTWARE DOWNLOADED IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH SOFTWARE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

6. **Indemnification.**

You shall indemnify, defend, and hold harmless ILLINOIS (including its trustees, fellows, officers, employees, students, and agents) against any and all claims, losses, damages, and/or liability of whatsoever nature, as well as costs and expenses (including reasonable attorneys' fees) arising out of or related to Your use, or inability to use, the Software or Derivative Works of the Software, regardless of theory of liability, whether for breach or in tort (including negligence).

7. **Limitation of Liability.**

7.1. You assume the entire risk as to the quality, results, performance, and/or non-performance of the Software and all Derivative Works of the Software. Should the Software or Derivative Works of the Software prove defective in any manner, You assume the entire cost of any necessary, servicing, repair or correction.

7.2. In no event shall ILLINOIS (including its trustees, fellows, officers, employees, students, and agents) be responsible or liable for any direct, indirect, special, incidental, punitive, consequential or other damages whatsoever (including lost profits, business, revenue, use, data, or other economic advantage) in connection with, or arising out of, or related to this License, regardless of the theory of liability, whether for breach or in tort (including negligence), even if ILLINOIS may have been previously advised of the possibility of such damage.

7.3. Liability for damages shall be limited and excluded as set forth in this Section, even if any remedy provided for in this License fails of its essential purpose.

8. Termination.

8.1. This License is effective until terminated, as provided herein, or until all intellectual property rights in the Software expire.

8.2. You may terminate this License at any time by destroying all copies of the Software and Derivative Works of the Software.

8.3. This License, and the rights granted hereunder, will terminate automatically, and without any further notice from or action by ILLINOIS, if You fail to comply with any obligation of this License.

8.4. Upon termination, You must immediately cease use of and destroy all copies of the Software and Derivative Works of the Software and verify such destruction in writing to ILLINOIS.

8.5. All provisions of this License that by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the termination of the License will survive termination of all, or any part of the License, including the following: Sections 3, 5, 6, 7, 9, and 10.

9. Export Controls.

The Software delivered under this License and any Derivative Works of the Software may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such applicable laws and regulations and acknowledge that You have the responsibility, at Your own expense, to obtain such licenses to export, re-export, or import as may be required.

10. Miscellaneous.

10.1. Governing Law. This License shall be governed by the laws of the State of Illinois, U.S.A., without regard to any conflict of laws provisions.

10.2. Severability. If any provision(s) of this License are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

10.3. Assignment. You may not assign or otherwise transfer any of Your rights or obligations under this License, without the prior written consent of ILLINOIS.

10.4. Entire Agreement. This License represents the parties' entire agreement relating to the Software. Except as otherwise provided herein, no modification of this License is binding unless in writing and signed by an authorized representative of each party.

10.5. Waiver. The failure of either party to enforce any provision of this License shall not constitute a waiver of that right or future enforcement of that or any other provision. The waiver of a breach or default of this License may be effected only in writing by the waiving party.

Approved for legal form, Office of University Counsel, JAC 08/2024