

COMMERCIAL LICENSE TERMS

FOR CC-BY-NC MODELS IN SMALL BUSINESSES

Last Updated: Dec. 20, 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

D-U-N-S® Number: 343200675

1. DEFINITIONS

1.1. "Models" means:

1.1.1. The following CC-BY-NC-4.0 models:

- **jina-embeddings-v3:** the best multilingual text embedding model under 1B parameters, released on 2024/09/18 [arxiv]
- **jina-clip-v2:** the multilingual multimodal text-image model, released on 2024/11/05 [arxiv]
- **jina-colbert-v2:** the multilingual late interaction model for dense retrieval, released on 2024/08/12 [arxiv]
- **jina-reranker-v2-base-multilingual:** the multilingual cross-encoder for reranking documents, released on 2024/06/20 [blog]
- **reader-lm-v1/v2:** a small LM for converting HTML to markdown, released on 2024/08/11 [blog]
- 1.1.2. Any updates to the existing models listed in Section 1.1.1;
- 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 50 employees; or
 - 3.1.2. Having annual revenue less than \$500,000 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. Two (2) hours of technical consulting services per License Period. These consulting hours exclude fine-tuning and post-training services.
- 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.