

Infinity Evaluation Agreement

We are pleased to provide a trial of [Hugging Face Infinity](#) (the “Infinity Trial”) to those interested in using this new optimized Transformer model inference pipeline solution (“Infinity”). This evaluation agreement together with all terms, notices and policies available at <https://huggingface.com> (“the Agreement”), are a binding agreement between us, Hugging, Inc. a Delaware corporation (“Hugging Face”, “Company”, “us”, “we”), and You, (“Evaluator”, “User”, “you”). Your use of the Infinity Trial is governed by this Agreement. If you are using the Infinity Trial on behalf of an organization, you represent and warrant that you are authorized to bind that entity to these Terms, in which case “you” or “your” will refer to that entity (otherwise, such terms refer to you as an individual). If you do not have authority to bind your entity or do not agree with these Terms, you must not accept these Terms and may not use the Infinity Trial. The effective date of these Terms is the earliest to occur of the date you explicitly accept these Terms, or the date you first access or use the Infinity Trial.

BY CLICKING TO ACCEPT THESE TERMS OR USING THE INFINITY TRIAL, YOU ARE REPRESENTING THAT YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THOSE, PLEASE DO NOT ACCESS OR USE THE INFINITY TRIAL.

1. Use of the Service. Hugging Face agrees to provide to the Evaluator the use of Hardware Optimized Infinity Containers and Multiverse Container (the “Containers”, and their collective use “the Service”) during a 7-day evaluation period, starting from the day of delivery of the Service (the “Evaluation Period”).

The Evaluator agrees that its use of the Service is governed by and subject to the online Hugging Face Terms of Service available at: <https://huggingface.co/terms-of-service>, and to all applicable laws and regulations.

2. Evaluation Period. The Evaluator shall commence using the Service on the delivery day of the Containers (the “Start Date”), and shall terminate 7 calendars days after the Start Date (the “End Date”). Hugging Face reserves the right to end or extend the Evaluation Period at any time, in its sole discretion, without any notice and with immediate effect.

3. Confidentiality. All information, oral, visual or written, and any tangible evidence, record or representation thereof, transferred to the other Party under, relating to this Agreement, and/or during discussions before the execution of the Agreement shall be treated as confidential (“Confidential Information”).

During the term of this Agreement, and for at least one (1) year thereafter, the Parties expressly agree (i) to maintain the strict confidentiality of such Confidential Information, and to refrain from disclosing such Confidential Information to any third party, except as authorized by the original Disclosing Party in writing or as contemplated in this Agreement; (ii) to use such Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement; and (iii) to use at least a reasonable standard of care in protecting the Confidential Information.

These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information (i) which has been independently developed by the receiving Party, as evidenced by its written records, (ii) which has been lawfully received free of restriction from another source having the right to furnish such Confidential Information; or (iii) after it has become generally available to the public without breach of this section by the receiving Party; or (iv) which at the time of disclosure was already known to the receiving Party, and free of restriction as evidenced by documentation in such Party’s possession; or (v) which the disclosing Party confirms in writing is free of such restrictions; or, (vi) which is required to be disclosed in any legal proceeding, upon express request from a governmental or regulatory agency, and/or pursuant to a requirement of law (and only with respect to such disclosure).

Each Party may disclose Confidential Information only to its employees, agents or subcontractors who need it in order to exercise rights or perform obligations under this Agreement, and who are required to protect it against unauthorized disclosure or use in a manner no less protective than required under this Agreement.

The Parties agree that Confidential Information is and shall at all times remain the exclusive property of the disclosing Party.

Upon termination or expiration of this Agreement, the receiving Party will promptly destroy or, at the disclosing Party’s request, return to the disclosing Party, all Confidential Information in its possession.

4. Order of Precedence. This Agreement will expire at the end of the Evaluation Period. If the Evaluator wishes to continue its contractual relationship with Hugging Face, the Parties shall enter into a Master Services Agreement, and/or any other binding document that we provide and/or that you sign, which will constitute the entire agreement between the Parties and will supersede and replace all prior agreements, whether oral, written or otherwise, including this evaluation agreement.