

Commercial License Agreement for Pony Diffusion

This Commercial License Agreement ("Agreement") is entered into by and between PurpleSmartAI LLC, a Delaware limited liability company ("PSAI"), and the licensee ("You"). This Agreement governs your commercial use of the Pony Diffusion model, including any derivative models ("the Model").

1. License Grant

You are granted a non-exclusive, non-transferable, revocable license to use the Model for image generation or similar services allowing users to generate images. This license is required only if you are operating a service that enables third-party image generation using the Model, where third-party refers to individuals or entities other than PSAI or the licensee. Use of images generated by the Model for any purpose, including commercial use, does not require this license.

2. Scope of License

This license applies to the core Pony Diffusion V6 model and any derivative models. While additional licensing restrictions for derivative models may apply, including from third-party contributors, such restrictions cannot supersede or modify any terms of this Agreement.

3. Usage Limitations

This license permits the generation of up to one million (1,000,000) images per month using the Model and any derivative models combined. Should you wish to exceed this limit, you must obtain explicit permission from PSAI by contacting contact@purplesmart.ai.

4. Branding and Model Representation

You agree to adhere to the following branding guidelines:

- The Model must be referred to as "Pony Diffusion by purplesmart.ai" or "Pony Diffusion V6 XL by purplesmart.ai".
- Users must be presented with the Model card prior to image generation. If direct selection via model dropdown is used, a condensed version of the Model card must be displayed.
- The Model card must include a description of the Model, a link to the purplesmart.ai website, the [purplesmart.ai](#) Discord server, and display the PSAI branding, including logos.
- You must either provide PSAI with the capability to edit the Model card information or agree to update such information upon PSAI's request within a reasonable timeframe.
- Introduction of the Pony Diffusion model to your service must be accompanied by an official announcement. This announcement should be disseminated through the

standard communication channels you employ, such as Discord notifications, email newsletters, or blog posts on your website. The announcement must state that the Pony Diffusion model by purplesmart.ai is now available for use on your service, highlighting its features and any relevant details about its implementation.

5. Official Sources

If the Model is loaded from a Hugging Face repository, you must use the official model repository at <https://huggingface.co/AstraliteHeart/pony-diffusion-v6/>.

6. Compensation

If your service provides any form of compensation to model creators, you must contact PSAI to discuss inclusion in the compensation program before hosting the Model. If the Model has been previously hosted by the licensee in a commercial capacity, retrospective compensation must be provided in accordance with the current compensation program's terms, unless PSAI agrees to release these rights.

7. Reporting

The licensee must provide, upon request or through an administrative interface on their service, current information on the number of generated images and downloads made by the Model. Additionally, if there are any derivative models, information about their existence and the same statistics must be provided.

8. Termination

PSAI reserves the right to terminate this license at any time for any reason, with a ninety (90) day written notice. Upon termination, you must cease all use of the Model and destroy all copies.

9. Jurisdiction and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any disputes arising under or related in any way to this Agreement shall be adjudicated exclusively in the state and federal courts located in Delaware.

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, or other communications between the parties, oral or written.

This license is effective upon your use of the Model and will continue unless terminated by PSAI or until you cease using the Model.

By using the Model, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.