# License Agreement for Baichuan-7B Model

1. Definitions

"**License**" shall mean the terms and conditions for use, reproduction, and distribution as defined in this document.

"**Model**" shall mean any accompanying machine-learning-based assemblies (including checkpoints) consisting of learned weights and parameters (including optimizer states).

"**Data**" shall mean a collection of information and/or content extracted from the dataset used with the Model, including data used for training, pre-training, or otherwise evaluating the Model. Information and/or content extracted from the dataset may contain personal or non-personal information.

"**Personal Information**" shall mean information related to an identified or identifiable natural person recorded electronically or by other means, but does not include anonymized information.

"**Output**" shall mean the results of operating a Model as embodied in informational content resulting therefrom.

"**Training**" shall mean any training data provided for a model to enhance its predictive capabilities.

"**Model Derivatives**" shall mean any modifications to the Model, works based on the Model, or any other model which is created or initialized by transferring patterns of the weights, parameters, activations or Output of the Model to the other models in order to cause the other model, so as to achieve performance similar to the Model. This includes, but is not limited to, extracting methods that need to use intermediate data representations or methods that generate synthetic data based on the Model to train other models.

**"Distribution"** shall mean any transmission, reproduction, publication or other sharing of the Model or Model Derivatives to a Third Party, including providing the Model as a hosted service made available by electronic or other remote means - e.g., API-based or web-accessed SaaS or PaaS software.

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**"Third Party"** (or **"Third Parties"**) shall mean individuals or legal entities that are not controlled by the Licensor or You.

"**Commercial Use**" shall mean any use of the baichuan-7B Model to operate, promote or generate income, directly or indirectly, for Legal entities or individuals or for any other profit-making purposes.

2. License and Restrictions

Under the terms and conditions of this license agreement, the Licensor hereby grants you a non-exclusive, worldwide, non-transferable, non-sub-licensable, revocable, royalty-free License. The License granted hereby does not include Commercial Use. The Licensor claims no rights over the Output from your use of the baichuan-7B Model or Model Derivatives derived from the baichuan-7B Model, but you must comply with the following license restriction:

(1)     You may not use, copy, modify, combine, publish, distribute, replicate, or create any part of or all of the baichuan-7B Model or Model Derivatives for any military or illegal purposes.

(2)    If you plan to use the baichuan-7B Model or any Model Derivatives for Commercial Use, you shall register in advance with the Licensor and obtain written authorization from the Licensor using the contact information provided in the appendix of this license agreement.

(3)    Your use and modification of the baichuan-7B Model (including using the Output from the baichuan-7B Model or creating Model Derivatives based on the baichuan-7B Model) shall in no circumstances violate any national laws and regulations, especially the laws and regulations of the People's Republic of China, or infringe upon any Third Party's legitimate rights and interests, including but not limited to personality rights such as portrait rights, reputation rights, privacy rights, and intellectual property rights such as copyright, patent rights, trade secrets, or other property rights.

(4)    You must provide any Third-Party user of the baichuan-7B Model or its Model Derivatives with a copy of this license agreement and the source of the baichuan-7B Model.

(5)    If you modify the baichuan-7B Model to obtain Model Derivatives, you must significantly specify where and how you have modified the baichuan-7B Model. Such modifications shall in no circumstances violate the license restriction contained in this license agreement, nor should they permit, aid, or otherwise enable a Third-Party to violate the license restriction contained herein.

3. Intellectual Property

(1)    The Licensor solely owns all ownership and intellectual property rights related to the baichuan-7B Model.

(2)    Under no circumstances should you use any trademark, service mark, trade name, domain name, website name, or other prominent brand features of the Licensor, including but not limited to "Baichuan" (hereinafter collectively referred to as "Logos"). Without the prior written consent of the Licensor, you shall not display, use, or apply for trademark registration, domain name

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(3)    Within the scope of the License, you can modify the baichuan-7B Model to obtain Model Derivatives. You may claim the intellectual property rights for the part of the Model Derivatives where you have put in creative efforts.

4. Disclaimer and Limitation of Liability

(1)    Under no circumstances shall the Licensor be responsible for any direct, indirect, incidental, consequential, and other losses or damages arising out of or in relation to your use of the baichuan-7B Model. If such use causes losses to the Licensor, you are liable to compensate the Licensor fully.

(2)    The model parameters in the baichuan-7B Model are merely examples. If you need to meet other requirements, you need to train models by yourself and comply with other license agreements of the corresponding dataset. You will be responsible for any intellectual property risks or any direct, indirect, incidental, consequential, and other losses or damages arising out of or in relation to the Output of the baichuan-7B Model and Model Derivatives.

(3)    The above-mentioned losses or damages include but are not limited to any of the following losses or damages (regardless of whether such losses or damages are foreseeable, unforeseeable, known, or otherwise): (i) loss of revenue; (ii) loss of actual or expected profits; (ii) loss of use of currency; (iv) loss of expected savings; (v) loss of business; (vi) loss of opportunity; (vii) reputational damage; (viii) loss of use of software; or (x) any indirect, incidental, special or consequential loss or damages.

(4)    Unless otherwise required by applicable law or agreed in writing by the Licensor, the Licensor grants the License for the baichuan-7B Model on an **"AS**

IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PAST, PRESENT OR FUTURE NON-INFRINGEMENT OF ANY KIND, AND ANY WARRANTIES OR CONDITIONS ARISING FROM ANY TRANSACTION PROCESS, TRADE USAGE (SUCH AS ADVICE, SPECIFICATIONS, OR SAMPLES)**. The licensee shall solely bear the risks and consequences arising from the use, copying, or redistribution of the baichuan-7B Model.

(5)  You fully acknowledge and understand that the baichuan-7B Model may contain Personal Information. You shall comply with all applicable laws and regulations when processing Personal Information, especially the *Personal Information Protection Law of the People's Republic of China.* Please take note that your use of the baichuan-7B Model under this License does not imply that you have obtained the legal basis for processing relevant Personal Information. As an independent Personal Information processor, you need to ensure that whenever processing Personal Information that may be contained in the baichuan-7B Model, you shall fully comply with the requirements of relevant laws and regulations, including but not limited to obtaining informed consent from the Personal Information Subjects, and you shall solely bear any risks and consequences that may arise from your processing of Personal Information.

(6)  You fully understand and agree that the Licensor has the right to handle actions that violate relevant laws and regulations or the provisions of this license agreement according to reasonable judgment, take appropriate legal action against your illegal and non-compliant behavior, and report to supervisory authorities according to laws and regulations while preserving relevant evidentiary information. You shall solely bear all legal responsibilities arising from this.

5. Miscellaneous

(1)     The Licensor reserves the right of final interpretation of the terms and conditions of this license agreement to the maximum extent permitted by laws and regulations.

(2)     The formation, validity, interpretation, performance, modification, and termination of this license agreement, the use of the baichuan-7B Model, and the dispute resolutions shall be governed by the laws of the People's Republic of China (for the purpose of this agreement only, excluding Hong Kong, Macao, and Taiwan), disregarding its laws of conflict.

(3)     Any disputes arising out of or in relation to the use of the baichuan-7B Model shall be resolved through friendly negotiations. If an agreement cannot be reached through such negotiations, such disputes shall be resolved by the People's Court, which has jurisdiction over the case where the Licensor resides.

END OF TERMS AND CONDITIONS

Appendix

(1)    If you wish for Commercial Use of the baichuan-7B Model or its Model Derivatives based on the terms and restrictions of this license agreement, please contact the Licensor in the following manner for registration and to apply for written authorization:

- Email: opensource@baichuan-inc.com

(2)    When you contact the Licensor in the manner mentioned above, you acknowledge and agree to provide the following information:

| Name of Applicant | Name of Applicant's Agent |
|---|---|
|  |  |
| Contact Information and Address of Applicant | Contact Information of Applicant's Agent |
|  |  |
| Model Derivatives Detail | Commercial Use Descriptions |
| *Note: if no Model Derivates have been created, simply respond "**NO**."* |  |