# 智源Aquila系列模型许可协议

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## 前言

欢迎使用由【北京智源人工智能研究院】（以下简称"我们"或"智源"）提供的【悟道·天鹰Aquila语言大模型系列（包括但不限于Aquila-7B、Aquila2-7B、AquilaChat-7B、AquilaChat2-7B、AquilaCode-7B-NV、AquilaCode-7B-TS、AquilaCode-python、AquilaCode-multi、Aquila2-34B、AquilaChat2-34B、AquilaChat2-34B-16K、AquilaChat2-7B-16K、AquilaSQL，以下简称"Aquila系列模型"）】。

为了帮助我们保留相应权利以及规范您的使用行为，我们制定了本协议。您在使用Aquila系列模型前，需仔细阅读并完全理解本协议中公布的内容，如果您不同意接受本协议的约束，应停止使用Aquila系列模型。当您使用Aquila系列模型时，即视为您已认真阅读本协议的全部内容，对协议条款所约定的内容均已知晓、理解并接受。

关于本协议，提示您特别关注限制、免责条款等。限制、免责条款可能以加粗形式提示您注意。

智源有权不时对本协议进行修订，我们会在Aquila系列模型发布的渠道或平台上公布修订后的协议，我们将不再单独通知您，请您随时关注和查看。如果您在修订后的协议公布后继续使用Aquila系列模型，即视为您同意修订后的协议。如您不接受更新后的协议，请您不要继续使用Aquila系列模型。

## 一、定义

"许可"是指本协议中定义的使用、复制和分发的条款和条件。

"模型"是指任何附带的基于机器学习的组件（包括检查点），包括学习的权重、参数（包括优化器状态）。

"数据"是指从与模型一起使用的数据集中提取的信息和/或内容的集合，包括用于训练、预训练或以其他方式评估模型。

"输出"是指运行模型的结果，体现在由此产生的信息内容中。

"训练"是指为模型提供训练数据，以增强模型的预测能力。

"模型衍生品"是指对模型的所有修改、基于模型的工作，或通过将模型的权重、参数、激活或输出模式转移到其他模型而创建或初始化的任何其他模型，以使其他模型的性能与模型类似，包括但不限于需要使用中间数据表示的提取方法或基于模型生成合成数据来训练其他模型的方法。

"分发"是指向第三方传输、复制、发布或以其他方式共享模型或模型的衍生作品，包括将模型作为通过电子或其他远程方式（例如基于 API 或 Web 访问）提供的托管服务提供。

"许可方"是指版权所有者或版权所有者授权的授予许可的实体，包括可能对模型和/或分发模型拥有权利的个人或实体。

"您"（或"您的"）是指行使本许可授予的权限和/或出于任何目的和在任何使用领域使用模型的个人或法人实体，属于本协议的被许可人。

"第三方"是指不受许可方或您共同控制的个人或法人实体。

## 二、许可及许可限制

智源授予您对Aquila系列模型全球性的、非专有性的、免费的使用权，包括对Aquila系列模型进行复制、使用、修改、分发、商业化，并且智源对您使用Aquila系列模型的输出或基于Aquila系列模型得到的模型衍生品不主张任何权利，但您

必须满足如下许可限制条件：

1、您对Aquila系列模型的使用和修改（包括使用Aquila系列模型的输出或者基于Aquila系列模型得到的模型衍生品）不得违反任何国家的法律法规，尤其是中华人民共和国的法律法规，不得侵犯任何第三方的合法权益，包括但不限于肖像权、名誉权、隐私权等人格权，著作权、专利权、商业秘密等知识产权，或者其他财产权益。

2、您必须向Aquila系列模型或其模型衍生品的任何第三方使用者提供Aquila系列模型的来源以及本协议的副本；

3、您修改Aquila系列模型得到模型衍生品或修改本协议，必须以显著的方式说明修改的内容，且上述修改不得违反本协议的许可限制条件，也不能允许、协助或以其他方式使得第三方违反本协议中的许可限制条件。

## 三、知识产权

1、Aquila系列模型的所有权及其相关知识产权，由智源单独所有。

2、您在任何情况下都不要私自使用智源的包括但不限于"智源"等在内的任何商标、服务标记、商号、域名、网站名称或其他显著品牌特征等（以下统称为"标识"）。未经智源事先书面同意，您不得将本条款前述标识以单独或结合任何方式展示、使用或申请注册商标、进行域名注册等，也不得实施向他人明示或暗示有权展示、使用、或其他有权处理该些标识的行为。**由于您违反本协议使用智源上述标识等给智源或他人造成损失的，由您承担全部法律责任。**

3、您可以对Aquila系列模型进行修改以得到模型衍生品，对于模型衍生品中您付出创造性劳动的部分，您可以主张该部分的知识产权。

## 四、免责声明及责任限制

1、在任何情况下，智源不对您根据本协议使用Aquila系列模型而产生或与之相关的任何直接、间接、附带的后果、以及其他损失或损害负责。**若由此导致智源遭受损失，您应当向智源承担全部赔偿责任。**

2、模型中的模型参数仅仅是一种示例，如果您需要满足其他要求，需自行训练，并遵守相应数据集的许可协议。**您将对Aquila系列模型的输出及模型衍生品所涉及的知识产权风险或与之相关的任何直接、间接、附带的后果、以及其他损失或损害负责。**

3、以上损失或损害包括但不限于下列任何损失或损害（无论此类损失或损害是预见的、可预见的、已知的或其他的）：（i）收入损失；（ii）实际或预期利润损失；（ii）货币使用损失；（iv）预期节约的损失；（v）业务损失；（vi）机会损失；（vii）商誉、声誉损失；（viii）软件的使用损失；或（x）任何间接、附带的特殊或间接损害损失。

4、本协议中的Aquila系列模型，智源不提供任何明示、暗示的保证，包括但不限于：关于适销性的保证或条件，适用于任何特定目的的保证或条件，不侵权保证，因任何交易过程、贸易使用（如建议书、规范或样品）而产生的任何保证。

5、**您充分理解并同意，智源有权依合理判断对违反有关法律法规或本协议规定的行为进行处理，对您的违法违规行为采取适当的法律行动，并依据法律法规保存有关信息向有关部门报告等，您应独自承担由此而产生的一切法律责任。**

# 五、其他

1、智源在法律法规许可的范围内对协议条款享有最终解释权。

2、本协议的订立、效力、解释、履行、修改和终止，使用Aquila系列模型以及争议的解决均适用中华人民共和国大陆地区（仅为本协议之目的，不包括香港、澳门和台湾）法律。

3、因使用Aquila系列模型而发生的任何争议，各方应首先通过友好协商的方式加以解决。协商不成时，向智源所在地人民法院提起诉讼。

# BAAI Aquila Model License Agreement

Effective Date: 06/08/2023

## PREAMBLE

Welcome to use the **Wudao Aquila Large Language Model**（including but not limited to Aquila-7B, Aquila2-7B, AquilaChat-7B, AquilaChat2-7B, AquilaCode-7B-NV, AquilaCode-7B-TS, AquilaCode-python, AquilaCode-multi, Aquila2-34B, AquilaChat2-34B, AquilaChat2-34B-16K, AquilaChat2-7B-16K, AquilaSQL, hereinafter referred to as **Aquila model**）  provided by BAAI(Beijing Academy of Artificial Intelligence).

In order to retain the corresponding rights and regulate your usage behavior, we have formulated this agreement. Before using the **Aquila model,** you need to carefully read and fully understand the content disclosed in this agreement. If you do not agree to be bound by this agreement, you should stop using the **Aquila model**. When you use the **Aquila model**, it is deemed that you have carefully read all the contents of this agreement, and have known, understood, and accepted all the contents stipulated in the agreement terms.

Regarding this agreement, please pay special attention to restrictions, disclaimers, etc. Restrictions and disclaimers may be highlighted in bold for your attention.

BAAI has the right to revise this agreement from time to time. We will publish the revised agreement on the platform where the **Aquila model** is published and will not notify you separately. Please follow and review it at any time. If you continue to use the **Aquila model** after the revised agreement is published, it is deemed that you agree to the revised agreement. If you do not accept the revised agreement, please do not use the **Aquila model** any more.

# 1. Definitions

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

"Model" means any accompanying machine-learning based assemblies (including checkpoints), consisting of learnt weights, parameters (including optimizer states).

"Data" means a collection of information and/or content extracted from the dataset used with the Model, including to train, pretrain, or otherwise evaluate the Model.

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

"Training " means providing training data to a model to enhance its predictive ability.

" Model Derivatives " means all modifications to the Model, works based on the Model, or any other model which is created or initialized by transfer of patterns of the weights, parameters, activations or output of the Model, to the other model, in order to cause the other model to perform similarly to the Model, including - but not limited to - distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Model for training the other model.

"Distribution" means 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 access.

"Licensor" means the copyright owner or entity authorized by the copyright owner that is granting the License, including the persons or entities that may have rights in the Model and/or distributing the Model.

"You" (or "Your") means an individual or Legal Entity exercising permissions granted by this License and/or making use of the **Aquila Model** for whichever purpose and in any field of use,  i.e., the licensee of this agreement.

"Third Party or Third Parties" means individuals or legal entities that are not under common control with Licensor or You.

## 2. License and License Restrictions

BAAI grants you global, non-exclusive, and no-charge license to copy, use, modify, distribute, and commercialize the **Aquila model**. BAAI does not claim any rights to the output of the **Aquila model** or model derivatives obtained based on the **Aquila model**, but you must meet the following license restrictions:

（1）**Your use and modification of the Aquila model (including using the output of the Aquila model or model derivatives based on the Aquila model) shall not violate any nation's laws and regulations, especially the laws and regulations of the People's Republic of China, and shall not infringe on the legitimate rights and interests of any third parties, including but not limited to personality rights such as portrait rights, reputation rights, privacy rights, intellectual property rights such as copyright, patent rights, trade secrets, etc, or other property rights and interests.**

（2）**You must provide the source of the Aquila model and a copy of this agreement to any third-party users of the model or model derivatives.**

（3）**If you modify the Aquila model to obtain model derivatives or modify this agreement, you must clearly explain the content of the modification, and such modifications must not violate the licensing restrictions of this agreement. You may also not permit, assist or otherwise cause third parties to violate the licensing restrictions in this agreement.**

## 3. Intellectual Property

（1）The ownership of the **Aquila model** and its related intellectual property rights are solely owned by BAAI.

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

combination with the aforementioned logos in this clause, nor shall you engage in any act that expressly or impliedly has the right to display, use, or otherwise handle these logos to others. **If you violate this agreement by using the aforementioned logos, etc. of BAAI and cause losses to BAAI or others, you shall bear all legal responsibilities.**

（3）You can modify the **Aquila model** to obtain model derivatives. For the part of the model derivatives that you have put in creative labor, you can claim the intellectual property rights of that part.

## 4. Disclaimer and Limitation of Liability

（1）Under no circumstances should BAAI be liable for any direct, indirect, incidental consequences, or other losses or damages arising from or related to your use of the **Aquila model** under this agreement. **If this causes losses to BAAI, you should bear full compensation responsibility to BAAI**.

（2）The model parameters in the model are only an example. If you need to meet other requirements, you need to train by yourself and comply with the license agreement of the corresponding dataset. **You will be responsible for the intellectual property risks involved in the output of the Aquila model and model derivatives, as well as any direct, indirect, incidental consequences, and other losses or damages related to them.**

（3）The above losses or damages include but are not limited to any of the following losses or damages (whether such losses or damages are foreseeable, unforeseeable, known or otherwise): (i) loss of income; (ii) actual or expected loss of profits; (ii) loss of currency usage; (iv) loss of expected savings; (v) business losses; (vi) opportunity loss; (vii) goodwill and reputation losses; (viii) loss of usage  of software; Or (x) any other indirect, incidental, special or indirect damages or losses.

（4）The **Aquila model** in this agreement does not provide any express or implied warranties, including but not limited to: warranties or conditions of merchantability, warranties or conditions applicable to any specific purpose, non infringement warranties, and any warranties arising from any trading process, trade use (such as proposals, specifications, or samples).

（5）**You fully understand and agree that BAAI has the right to deal with violations of relevant laws and regulations or the provisions of this agreement in accordance with reasonable judgment, take appropriate legal actions against your illegal behavior or violations, and report relevant information to relevant departments in accordance with laws and regulations. You shall bear all legal responsibilities arising from this.**

## 5. Other Provisions

（1）BAAI reserves the right of final interpretation of the terms of the Agreement to the extent permitted by laws and regulations.

（2）The formation, validity, interpretation, performance, modification, and termination of this agreement, the use of the **Aquila model**, and the resolution of disputes shall be governed by the laws of the People's Republic of China (for the purpose of this agreement only, excluding Hong Kong, Macau, and Taiwan).

（3）Any disputes arising from the use of the **Aquila model** shall first be resolved by all parties through friendly negotiation. If negotiation fails, any party can file a lawsuit with the court where BAAI is located.