

# License Agreement for Large Language Models Nanbeige

Version: v1.0

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## License Agreement Acceptance:

By checking the confirmation box on the web page or by engaging in actual behavior such as downloading model files (weights, code, etc.), or using, copying, distributing any Licensed Model code, materials, or elements, you acknowledge that you have fully read, understood, and voluntarily accepted the terms of this agreement. This agreement shall become effective immediately upon your acceptance and shall be legally binding.

## Article 1: Definitions

**1. Licensor:** Refers to the developer and owner of the Large Language Model “Nanbeige” or any authorized entity capable of granting licenses to any third party for the “Nanbeige” Model. Under this agreement, Licensor specifically refers to Nanbeige LLM Lab (“**We**”), which holds all related intellectual property rights associated with the Nanbeige Model.

**2. Licensee:** Refers to the individual, legal entity, or other organization granted the rights to the Licensed Model under applicable laws, regulations, and the provisions of this agreement (“**you**”). Please note: Licensee does not include software service providers, cloud service providers, or similar entities.

**3. Nanbeige Model:** Refers to the generative large language model trained and developed independently by the Licensor.

**4. Licensed Model:** Refers to a specific version of the Nanbeige Model, namely the **Nanbeige 16B Base model and Nanbeige 16B Chat model (Nanbeige 16B Model)**, as specified under this agreement.

**5. Model Derivatives:** Refers to any modifications made to the Licensed Model and any other models created or initialized based on the Licensed Model’s weights, parameters, or activated output patterns to achieve similar performance in other models. This includes but is not limited to methods that require the use of intermediate data

representations or the generation of synthetic data based on the Licensed Model for training other models.

**6. Personal Information:** Refers to various information recorded electronically or through other means that is related to identified or identifiable natural persons, excluding anonymized information.

**7. Input:** Refers to the process of algorithm design, selection, and provision of training data for the Licensed Model and/or Model Derivatives during pre-training, fine-tuning, etc.

**8. Output:** Refers to the process of generating relevant information and content based on the use of the Licensed Model and/or Model Derivatives.

**9. Commercial Use:** Refers to any profit-oriented activities, directly or indirectly, through any third party, involving the operation, sale, distribution, import, export, or commercialization of products or services that include the Licensed Model and/or Model Derivatives, or any other commercial use.

## **Article 2: Basic Principles**

In order to foster the advancement of artificial intelligence technology and contribute to the societal value of the Nanbeige Model, the Licensor, guided by the principles of technical exchange, sharing, respect for intellectual property, privacy, and data security, hereby grants the Licensee specific rights pertaining to the Licensed Model, as outlined in this agreement.

## **Article 3: License Scope**

1. In accordance with the limitations and provisions set forth in this agreement, the Licensor hereby grants the Licensee a **non-exclusive, worldwide, non-transferable, non-sublicensable, revocable, and royalty free license** to use the Licensed Model for non-commercial purposes.

2. Should the Licensee intends to use the Licensed Model and/or Model Derivatives for commercial purposes, it is required to submit a written application to the Licensor, adhering to the conditions specified in Article [Four] of this agreement. The Licensee may proceed with commercial use upon obtaining explicit approval from the Licensor.

## **Article 4: Rights Granted**

### **1. Use and Local Deployment**

(1) Upon obtaining a valid license under this agreement, the Licensee is granted the right to locally deploy, test, and use the Licensed Model, subject to any other provisions specified in this agreement.

(2) The Licensee must disclose the source “南北阁” (Nanbeige) and provide a copy of this agreement to any third-party users of the Licensed Model and/or Model Derivatives.

### **2. Developing and Training Model Derivatives**

(1) The Licensee is permitted to make technical improvements and optimize the training of the Licensed Model as necessary to develop and create Model Derivatives. In the event of any modifications to the code, the Licensee must clearly indicate the modifications in a significant manner (including but not limited to attaching a description of the modifications to the source code and the declaration of the source code itself) to enable the Licensor and any third party to effectively identify the modifications.

(2) The Licensee agrees not to use the Licensed Model or any output information from the Licensed Model to improve any other large language model, except for Model Derivatives.

(3) The Licensee guarantees that all inputs/outputs during the pre-training, optimization training, and other stages based on the Licensed Model and/or Model Derivatives strictly comply with relevant laws and regulations, the provisions of this agreement, and the requirements of the training datasets subject. The Licensee must respect social ethics, public order, and good customs. It is prohibited to violate any national laws and regulations, infringe upon any legitimate rights or prior rights of any third party, including but not limited to intellectual property rights (copyright, patent rights, trademark rights, trade secrets, etc.), personal rights of natural persons (portrait rights, name rights, reputation rights, privacy rights), property rights, and other related rights.

(4) The Licensee promises and acknowledges that the process of training Model Derivatives must strictly comply with applicable laws and regulations, fulfill corresponding obligations regarding network security, data security, and personal information protection. If the inputs/outputs of the Model Derivatives involve the

processing of personal information, the Licensee shall be considered an independent personal information processor and shall bear all legal responsibilities independently.

### **3. Commercial Use**

(1) The utilization of the Licensed Model and/or Model Derivatives for commercial purposes is not prohibited. However, prior to engaging in commercial use, the Licensee shall follow the provisions of this clause and apply to the Licensor. The Licensee shall duly complete the “Commercial Use Application Form for 南北阁 (Nanbeige) Model” as provided in the appendix of this agreement, and send it to the designated email address of the Licensor at nanbeige@126.com. Upon careful review and approval by the Licensor, the Licensee shall be granted a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable, and free commercial license.

(2) The Licensor retains full discretion to assess whether the Licensee satisfies the conditions for commercial use. Without explicit written authorization from the Licensor, the Licensee is strictly prohibited from employing the Licensed Model/Model Derivatives for any commercial purposes.

### **4. Use for Academic or Research**

(1) The Licensor extends its encouragement to non-profit organizations, including but not limited to universities and research institutions, to utilize the Licensed Model for the purpose of research or academic endeavors.

(2) In order to avail yourself of the Licensed Model for academic or research purposes, kindly establish contact with us via email at [nanbeige@126.com]. Please furnish us with comprehensive information pertaining to your affiliated institution, project particulars, and any assistance you may necessitate. We shall exert our utmost efforts to collaborate with you and provide the requested support accordingly.

### **Article 5: Restrictions, Revocation, and Termination of the License**

1. Under this agreement, the Licensee is granted the rights to use the Licensed Model solely for its own internal use within the authorized scope. The Licensee is expressly prohibited from distributing, transmitting, publishing, sharing, or providing the Licensed Model and/or Model Derivatives to any third party, including but not limited

to its affiliates, users, merchants, and other partners, whether through copying, transmission, publication, sharing, or any other means of accessing or calling based on APIs, regardless of whether such distribution is paid or unpaid.

2. Other versions of the model with the same parameters by the Licensor or similar to the Licensed Model are NOT automatically included in the scope of the Licensed Model. The release of other versions of model does not imply that the Licensor will open source or authorize the commercial use of such models.

3. The Licensee hereby agrees not to utilize the Licensed Model for any unlawful or infringing activities. In the event of any such unauthorized usage, the Licensor reserves the right to promptly revoke the granted license without prior notice.

4. If the Licensee violates any relevant laws and regulations or any provisions of this agreement while exercising the license rights under Article 4 of this agreement, the Licensor reserves the right to promptly revoke the granted license without prior notice.

5. The Licensor reserves the unilateral right to adjust the scope of the license, conditions of authorization, open/closed source plans, and other aspects of the Licensed Model as deemed necessary for operational purposes.

#### **Article 6: Obligation to Identify**

1. While exercising the licensed rights as defined in this agreement, the Licensee shall conspicuously and prominently identify “南北阁” or “Nanbeige” in significant positions, including but not limited to relevant applications or functional interfaces, model descriptions, related code, documents, etc. The relationship between the Model Derivatives and the Licensed Model should be indicated, such as "This model is developed based on the '南北阁' model."

2. In the event that the Licensee utilizes the Model Derivatives to participate in any evaluation or ranking activities associated with models, the Licensee must transparently disclose that the Model Derivatives are derived from the Licensed Model “南北阁” or “Nanbeige”

#### **Article 7: Intellectual Property**

1. All intellectual property rights and related rights to the Licensed Model, including all

materials, assets, designs, technologies, programs, codes, algorithms, and any other associated components, are exclusively owned by the Licensor.

2. The Licensee may assert rights to the outputs of the Licensed Model and/or Model Derivatives as well as any creative components in the Model Derivatives that differ from the Licensed Model in accordance with the Law.

3. Without prior written consent from the Licensor, the Licensee is not authorized to use any trademarks, service marks, trade names, domain names, website names, company logos, URLs, or other prominent brand features or identifiers of the Licensor for any purposes other than those specifically outlined in this agreement. Failure to comply with this provision grants the Licensor the right to hold the Licensee legally liable.

#### **Clause 8: Disclaimer and Limitation of Liability**

1. The Licensor disclaims all express or implied warranties concerning the Licensed Model and/or Model Derivatives, as well as the actions associated with their use. The Licensor shall not be held liable for any direct or indirect damages resulting from the utilization of the Licensed Model and/or Model Derivatives.

2. The Licensed Model and its associated components, including weights, parameters, scales, etc., are furnished solely for reference purposes. We provide no guarantee that they will precisely align with your specific requirements, and we disclaim any responsibility for the effectiveness or output outcomes of the Licensed Model and/or Model Derivatives. The Licensee assumes full legal liability and any adverse consequences arising from the utilization of the Licensed Model and/or Model Derivatives. In the event that such utilization results in losses to the Licensor, the Licensor reserves the right to pursue compensation from the Licensee.

3. While we strive to achieve the utmost accuracy, reliability, security, trustworthiness, and stability of the Licensed Model, it is essential to acknowledge that the developmental stage, technical characteristics, and inherent limitations of artificial intelligence technology impose certain constraints. Therefore, notwithstanding our diligent efforts, we cannot provide an absolute guarantee regarding the security, legality, truthfulness, accuracy, applicability, and completeness of the output content derived from the Licensed Model and/or Model Derivatives. Additionally, we cannot ensure the

elimination of harmless or discriminatory/prejudiced content. It is your responsibility to exercise discernment when engaging with such content and adopt cautious preventive measures.

### **Clause 9: Applicable Law and Jurisdiction**

1. The establishment, effectiveness, performance, interpretation, and resolution of disputes of this agreement shall be governed by the laws of the People's Republic of China.
2. Any disputes arising from the signing, performance, or interpretation of this agreement shall be resolved through friendly negotiations between the parties. If the negotiations fail, either party has the right to file a lawsuit with the competent people's court at the Licensor's domicile.

### **Clause 10: Miscellaneous**

1. If you discover any risks related to the Licensed Model, such as suspected illegality, violation of social ethics, or infringement of the legitimate rights of third parties, or if you have any opinions or suggestions related to the Licensed Model, please provide feedback to us via [nanbeige@126.com].
2. This agreement is executed in Chinese, and both the English and Chinese versions shall be considered equally binding and enforceable. In the event of any inconsistencies or divergent interpretations, the Chinese version of this agreement shall serve as the authoritative and prevailing document for the purpose of interpretation.
3. The Licensor reserves the right to unilaterally amend this agreement in accordance with actual circumstances, and the most recently published version shall supersede any previous versions.

### **Appendix: Commercial Use Application Form for 南北阁 (Nanbeige) Model**

<b>Commercial Use Application Form for 南北阁 (Nanbeige) Model</b>
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<b>Three. Applicant's Business Use Plan</b>	
Applicant Name	
Unified Social Credit Code/ID Number	
Enterprise Type	(e.g., Limited Liability Company/Joint Stock Limited Company)
Industry	
Establishment Date	
Location	Please specify the country or region in detail.
Business Address	Please provide the specific address.
Number of Employees:	: 1-99 100-999 1000-9999 10000+
User Count	1-999 1000-10w 10w-100w 100w+
<b>II. Authorized Representative's Basic Information</b>	
Name	
ID Number	
Email	
Contact Number	
<b>III. Applicant's Business Use Plan</b>	
Model Type	南北阁 16B 基座模型 (Nanbeige 16B Base Model) 南北阁 16B Chat 模型 (Nanbeige 16B Chat Model)
Commercial Use Region	
Commercial Use Method	
Commercial Use Duration	
Model Derivatives Training Plan	



**Important Notice:**

1. Additional Materials: In addition to providing the aforementioned information, please also submit the following written application documents:

(1) For individual applicants, please provide a photocopy of the applicant's ID card, a power of attorney for the authorized representative, and a photocopy of the representative's ID card.

(2) For corporate or other organizational applicants, please submit the business license, a photocopy of the legal representative's ID card, a power of attorney for the authorized representative, and a photocopy of the representative's ID card. All the aforementioned materials must be stamped with an official seal.

2. This form and the related materials constitute the complete documentation for the application stage. We may also request you to provide further supplementary materials or information. Please send them to the designated email address: [nanbeige@126.com]. Once we receive the required application materials, we will commence the review process. Kindly await our written notification.

3. In the absence of explicit written authorization from us, it shall be deemed that no commercial license has been granted. Therefore, please refrain from utilizing the Licensed Model for commercial purposes.