

Commercial Term of Use for Baichuan-13B Model

This *Commercial Term of Use for Baichuan-13B Model* (hereinafter referred to as this “Agreement”) is made and entered into by Licensor and You in Beijing, collectively, the Licensor and You shall be referred to individually as a “party” and collectively as the “parties”.

The Licensor hereby grants You the right to commercially use the Baichuan-13B Model, as held by the Licensor or its affiliated entities, and You express desire to make such Commercial Use, all in accordance with the terms and conditions stipulated in this Agreement.

Your utilization of the Licensed Model shall constitute acceptance of the terms of this Agreement, along with adherence to any applicable laws and regulations. Should You not agree to these terms, You shall refrain from using the Baichuan-13B Model.

Article 1. Definitions

"License" shall mean the terms and conditions for use of the Licensed Model as defined in this Agreement.

"Licensed Model" shall mean Baichuan-13B Model and its (1) accompanying machine-learning-based assemblies (including checkpoints) consisting of learned weights and parameters (including optimizer states); (2) any software to support the use of the Baichuan-13B Model provided by the Licensor; (3) any technical and explanatory documents related to the Baichuan-13B Model; and (4) Data.

"Data" shall mean a collection of information and/or content extracted from the dataset used with the Licensed Model, including data used for training, pre-training, or otherwise evaluating the Licensed 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 Licensed Model as embodied in informational content resulting therefrom.

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

"Licensed Model Derivatives" shall mean any modifications to the Licensed Model, works based on the Licensed Model, or any other models which is created or initialized by transferring patterns of the weights, parameters, activations or Output of the Licensed Model to the other models in order to cause the other models, so as to achieve performance similar to the Licensed 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 Licensed Model to train other models.

"Resell or Resale" shall mean Your transmission, reproduction, publication or other sharing of the Licensed Model or Licensed Model Derivatives to a Third Party for Commercial Use.

"Licensor" shall mean 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 Licensed Model and/or distributing the Licensed Model. The Licensor under this Agreement is Beijing Baichuan Intelligent Technology Co., Ltd., or its authorized entities or individuals that are permitted to license the Licensed Model to any Third Party.

"You" (or **"Your"**) shall mean an individual or entity exercising permissions granted by this License and/or making use of the Baichuan-13B Model for Commercial Use.

"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 Licensed Model or Licensed Model Derivatives to operate, promote or generate income, directly or indirectly, for Legal entities or individuals or for any other profit-making purposes.

Article 2. License and Restrictions

Scope of License. Under the terms and conditions of this Agreement, the Licensor hereby grants You a non-exclusive, worldwide, non-transferable, non-resalable, non-sub-licensable, revocable and royalty-free License. The License granted hereby include Commercial Use.

License Restriction. The Licensor claims no rights over the Output from Your use of the Licensed Model or Licensed Model Derivatives, 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 the Baichuan-13B Model or Licensed Model Derivatives for any military or illegal purposes.
- (2) Your use and modification of the Licensed Model (including using the Output from the Licensed Model or Licensed Model Derivatives) 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.
- (3) You shall in no circumstances Resell or permit Third-Party user to commercially use the Licensed Model or its Licensed Model Derivatives. You understand such Commercial Use must be approved by the Licensor in the same way You have been approved.
- (4) If You modify the Licensed Model to obtain Licensed Model Derivatives, You must significantly specify where and how You have modified the Licensed Model.

Such modifications shall in no circumstances violate the license restriction contained in this Agreement, nor should they permit, aid, or otherwise enable a Third-Party to violate the license restriction contained herein.

Article 3. “Baichuan Inside” Obligations

You acknowledge that substantial value is associated with the Licensor's trademarks, service marks, trade names, logos, symbols, and brand identifiers (collectively, the "Brand"), and therefore You are obligated to conspicuously exhibit "Baichuan Inside" in all contexts and situations where the Licensed Model is applied by You, together with other elements of the Brand in connection with the Licensed Model.

If the Licensor issues any instructions or standards regarding the use, representation, and display of the Brand, You shall comply with such instructions and standards. This includes, but is not limited to, adherence to guidelines of Brand display on all materials, digital platforms, products, or services connected with the Licensed Model.

You shall refrain from any actions or practices that may dilute, diminish, obscure, or otherwise damage the reputation, image, and goodwill associated with the Brand. This includes any conduct that may cause confusion among Third Party or the public regarding the origin, endorsement, or affiliation of products or services bearing the Brand. And You agree that any modification, alteration, or use of the Brand in association with derogatory, defamatory, or otherwise damaging content or context, is strictly prohibited.

You agree to cooperate fully with the Licensor's PR efforts and campaigns related to the Licensed Model. This includes, but is not limited to, participation in media events, interviews, testimonials, case studies, and other branding or market activities organized by the Licensor.

Article 4. Intellectual Property

(5) The Licensor solely owns all ownership and intellectual property rights related to the Licensed Model.

- (6) Under no circumstances should You use Licensor's Brand without its prior written consent. If Your use violates this Agreement or causes losses to the Licensor or any Third Party, You shall bear all legal responsibilities.
- (7) Within the scope of the License, You can modify the Licensed Model to obtain Licensed Model Derivatives. You may claim the intellectual property rights for the part of the Licensed Model Derivatives where You have put in creative efforts.

Article 5. Disclaimer and Limitation of Liability

- (8) 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 Licensed Model. If such use causes losses to the Licensor, You are liable to compensate the Licensor fully.
- (9) The Licensed Model parameters are merely examples. If You need to meet other requirements, You need to train Licensed Models by yourself and comply with other 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 Licensed Model and Licensed Model Derivatives.
- (10) Despite the Licensor's consistent efforts to uphold the compliance and accuracy of the Data throughout all phases of model training for the Licensed Model, limited by the scale of the Licensed Model and its inherent susceptibility to random probabilistic factors, the reliability of its Output cannot be guaranteed, and the model may be potentially misled. Therefore, the Licensor hereby disclaims any risks and liabilities arising out of or in relation to data security issues, reputational risks, or any situations involving the Licensed Model being misdirected, misused, disseminated, or improperly used as a result of Your application of the Licensed Model and its source code.
- (11) 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

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foreseeable, unforeseeable, known, or otherwise): (i) loss of revenue; (ii) loss of actual or expected profits; (iii) 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.

(12) Unless otherwise required by applicable law or agreed in writing by the Licensor, the Licensor grants the License for the Licensed 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)**. You shall solely bear the risks and consequences arising from the use, copying, or redistribution of the Licensed Model.

(13) You fully acknowledge and understand that the Licensed 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-13B 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 Licensed 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.

(14) 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 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.

Article 6. Miscellaneous

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

(16) The formation, validity, interpretation, performance, modification, and termination of this Agreement, the use of the Licensed 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.

(17) Any disputes arising out of or in relation to the use of the Licensed 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 THE TERM OF USE