

# CodeShell-7B 模型许可协议

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## (一) 定义

1. “许可”：是指本协议中规定的关于使用、复制和分发模型的一系列条款和条件。
2. “模型”：是指任何基于深度学习的组件（包括检查点），其中包括学习的权重、参数（如优化器状态）。
3. “数据”：指从与模型共同使用的数据集中获取的信息和内容的集合，包括用于预训练、微调或以其他方式评估模型的数据。数据集中获取的信息和内容的集合可能包含个人信息或非个人信息。
4. “个人信息”：是指以电子或其他方式记录的与已识别或可识别的自然人相关的各种信息，不包括经过匿名处理的信息。个人信息的处理包括收集、存储、使用、处理、传输、提供、公开和删除等。
5. “输出”是指模型运行的结果，表现为由此产生的信息内容。
6. “训练”是指向模型提供训练数据，以提高模型的预测能力。
7. “模型衍生品”是指基于模型修改的所用工作，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。
8. “分发”是指向第三方传输、复制、发布或以其他方式分享模型或模型的衍生品，包括将模型作为通过电子或其他远程方式（如基于 API 或 Web 访问的任何 SaaS 软件或 PaaS 软件）提供的托管服务。
9. “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/或被分发模型拥有权利的个人或实体。本协议下的许可方是：**北京大学知识计算实验室和四川天府银行研发团队**，或其授权可对任何第三方进行许可的实体或个人。“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。
10. “第三方”是指不受许可方控制的个人或法人实体。
11. “商业用途”是指使用 CodeShell-7B 模型来运营、推广或为企业、个人直接或间接产生收入，或用于盈利的任何其他目的。

## (二) 许可授予

根据本许可协议的规定，许可方特此向您授予一项非排他、全球范围内的、不可转让、不可再授权、可撤销且免版税的版权许可。该许可允许您在遵守本协议的前提下，使用、复制和分发模型以及相关组件，包括但不限于进行模型的训练、评估和执行等操作。

## (三) 知识产权说明

1. CodeShell-7B 模型的所有权及其相关知识产权，包括但不限于专利、著作权、商标权等，由许可方北京大学知识计算实验室和四川天府银行研发团队共同所有。这意味着许可方拥有该模型的知识产权，并有权对其进行保护。
2. 在使用 CodeShell-7B 模型时，您在任何情况下都不得未经许可方授权使用其商标、服务标记、商号、域名、网站名称或其他显著品牌特征（以下统称为“标识”），包括但不限于明示或暗示您自身为“许可

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3. 在许可范围内，您可以对 CodeShell-7B 模型进行修改以得到模型衍生品。对于这些衍生品中，您付出创造性劳动的部分，您可以主张该部分的知识产权。这表明，只要您遵守许可协议，您就可以在合理范围内对模型进行修改，并可以就您创新的部分拥有知识产权。
4. 请注意，您在使用和修改模型的过程中，应遵守相关法律法规，尤其是关于个人信息保护和知识产权的法律法规，确保合规使用。同时，请遵守本协议规定，并在必要时确保您的合作伙伴、子公司和其他相关方也遵守本协议。

## (四) 许可限制

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1. 许可方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 CodeShell-7B 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，并排除冲突法的适用。
3. 因使用 CodeShell-7B 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，向许可方所在地人民法院提起诉讼。

## 附则

若您打算将 CodeShell-7B 模型或其衍生品基于此协议用于商业目的，请按照以下方式联系许可方，进行登记并获取书面授权：

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1. "License" refers to the set of terms and conditions specified in this agreement regarding the use, replication, and distribution of the model.
2. "Model" refers to any machine learning-based component, including checkpoints, containing learned weights, parameters (such as optimizer status).
3. "Data" denotes the collection of information and/or content obtained from the dataset used alongside the model, including data used for training, pre-training, or other model evaluations. The collected information and content may encompass personal or non-personal data.
4. "Personal information" is information of various kinds related to identified or identifiable natural persons, recorded electronically or through other means, excluding anonymized data. Processing of personal information includes collecting, storing, using, processing, transmitting, providing, disclosing, and deleting.
5. "Output" signifies the results of the model's operation, manifested as the generated information content.
6. "Training" refers to providing the model with training data to enhance its predictive capabilities.
7. "Model derivative" signifies any modifications to the model, work based on the model, or any other model created or initialized by transferring the model's weights, parameters, activations, or output patterns. This is done to make other models perform similarly, including methods such as extracting using intermediate data representations or generating synthetic data based on the model for training other models.
8. "Distribution" pertains to the transmission, replication, publication, or sharing of the model or model derivatives with third parties. This includes providing the model as a hosted service through electronic or other remote means, such as SaaS software or PaaS software through API or web access.
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3. To the extent permitted by applicable law, in no event and under any legal theory, whether in tort, negligence, contract, liability, or otherwise, shall any licensor be liable to you for any direct, indirect, special, incidental, punitive, or consequential damages, or any other commercial damages, even if the licensor has been advised of the possibility of such damages. This indicates that the licensor assumes no responsibility in any circumstances for any damages or business losses resulting from the use of the software.

## (6) Other

1. The licensor reserves the ultimate right to interpret the terms of the agreement within the scope permitted by applicable laws and regulations.
2. The formation, validity, interpretation, performance, modification, and termination of this agreement, the use of the CodeShell-7B model, and the resolution of disputes are all subject to the laws of the People's Republic of China on the mainland (for the purposes of this agreement, excluding Hong Kong, Macau, and Taiwan), and the application of conflict of laws is excluded.
3. Any disputes arising from the use of the CodeShell-7B model shall first be resolved by the parties through amicable negotiations. If negotiations fail, legal proceedings shall be initiated in the people's court located in the jurisdiction of the licensor.

## Additional

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Email: [codeshell.opensource@gmail.com](mailto:codeshell.opensource@gmail.com)