

Community License for Baichuan 2 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).

"**Baichuan 2 Model**" shall mean the Baichuan2-7B Models and the Baichuan2-13B Models.

"**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 Baichuan 2 Model, works based on the Baichuan 2 Model, or any other model which is created or initialized by transferring patterns of the weights, parameters, activations or Output of the Baichuan 2 Model to the other models in order to cause the other model, so as to achieve performance similar to the Baichuan 2 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 Baichuan 2 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.

"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 Model and/or distributing the 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 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 2 Model for whichever purpose and in any field of use, i.e., the licensee of this agreement.

"Third Party" (or **"Third Parties"**) shall mean individuals or legal entities other than You.

"Commercial Use" shall mean any use of the Baichuan 2 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 2 Model or Model Derivatives derived from the Baichuan 2 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 2 Model or Model Derivatives for any military or illegal purposes.

- (2) If you plan to use the Baichuan 2 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 2 Model (including using the Output from the Baichuan 2 Model or creating Model Derivatives based on the Baichuan 2 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 2 Model or its Model Derivatives with a copy of this license agreement and the source of the Baichuan 2 Model.
- (5) If you modify the Baichuan 2 Model to obtain Model Derivatives, you must significantly specify where and how you have modified the Baichuan 2 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 2 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 registration, or other uses

of the Logos, either individually or in combination, nor shall you imply to others that you have the right to display, use, or handle these Logos in any other way. If your use of the Logos violates this license agreement or causes losses to the Licensor or any Third Party, you shall bear all legal responsibilities.

- (3) Within the scope of the License, you can modify the Baichuan 2 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 2 Model. If such use causes losses to the Licensor, you are liable to compensate the Licensor fully.
- (2) The model parameters in the Baichuan 2 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 2 Model and Model Derivatives.
- (3) Despite the Licensor's consistent efforts to uphold the compliance and accuracy of the Data throughout all phases of model training for the Baichuan 2 Model, limited by the scale of the Baichuan 2 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 Baichuan 2 Model being misdirected, misused, disseminated, or improperly used as a result of Your application of the Baichuan 2 Model and its source code.

- (4) 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; (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.
- (5) Unless otherwise required by applicable law or agreed in writing by the Licensor, the Licensor grants the License for the Baichuan 2 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 2 Model.
- (6) You fully acknowledge and understand that the Baichuan 2 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 2 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 2 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.

- (7) 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. Research, Educational and Academic Purposes

- (1) Subject to the terms and conditions of this Agreement, and in the spirit of contributing to the academic community, the Licensor encourages the faculties and students from non-profit academic institutions to use the Baichuan 2 Model for research, educational, and academic purposes.
- (2) If you apply the Baichuan 2 Model for research, educational, and academic purposes, you may inform us in advance of your planned use, institution names, and preferred contact information via our official email: *opensource@baichuan-inc.com*. We may keep you updated with the latest information regarding the Baichuan 2 Model to better advance your research, educational, and academic application based on Baichuan 2 Model.

6. “Baichuan Inside” Obligations

- (1) You hereby agree and acknowledge that if you license and publish your Model Derivatives under any open-source licenses in any domestic or international open-source communities, you shall clearly and conspicuously label within the model description that said Model Derivatives were developed based upon the Baichuan 2 Model. Subject to other requirements of the Licensor, content of the label shall include but is not limited to "Baichuan Inside" and other brand features in connection with the Baichuan 2 Model.

- (2) You hereby agree and acknowledge that should you participate in any ranking events, which include but are not limited to rankings predicated on metrics such as model performance, accuracy, algorithmic quality, computing power, and other criteria, with the Model Derivatives you developed based on the Baichuan 2 Model, whether domestically or internationally, you shall clearly and conspicuously label within the model description that said Model Derivatives were developed based upon the Baichuan 2 Model. Subject to other requirements of the Licensor, content of the label shall include but is not limited to "Baichuan Inside" and other brand features in connection with the Baichuan 2 Model.

7. 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 2 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 2 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 2 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, following information and documents shall be submitted for the application of the Commercial Use of the Baichuan 2 Model:

- Information Chart. You shall complete and submit the following information chart to the above designated Email address.

Name of Applicant	Name of Applicant's Agent
<i>Note: individuals are not allowed for Commercial Use of the Baichuan 2 Model.</i>	
Company Size of Applicant (Number of Employees)	Associated Industry of Applicant and Daily Active Users (DAU)
<input type="checkbox"/> 1-200 <input type="checkbox"/> 200-1000 <input type="checkbox"/> 1000-5000 <input type="checkbox"/> 5000+ <i>Note: please check the box to indicate the number of your employees.</i>	<i>Note:</i> 1. Please specifically describe your industry, for instance, the short video service industry. 2. Please provide details on the daily active users (DAU).
Contact Information and Address of Applicant	Contact Information of Applicant's Agent
Type of Model Applied for Commercial Use	Commercial Use Descriptions
<input type="checkbox"/> Baichuan2-7B <input type="checkbox"/> Baichuan2-13B	

<input type="checkbox"/> <i>Baichuan2-7B and Baichuan2-13B</i>	
Model Derivatives Detail	Will Your Commercial Use Involve Underaged Customers
<i>Note: if no Model Derivates have been created, simply respond "NO."</i>	
Whether You and Your Affiliates are Software Service Providers or Cloud Service Providers	Regions and Countries of Deployment
<i>Note: "Affiliate" refers to a legal entity that either controls, is controlled by, or is under common control with you. For the purposes of this definition, "control" includes the direct or indirect ownership of the majority of the equity in the entity being controlled, or the ability to exert a material influence over the entity's operation through shareholding, personnel decisions, or other similar arrangements.</i>	

- Business License. You shall submit the photocopied and sealed Business License of the Applicant through the above designated Email address.
- Authorization Documents. You shall submit (1) the photocopied and sealed I.D. card of the legal representative of the Applicant; (2) the photocopied and sealed authorization letter for the Agent of the Applicant; and (3) the photocopied and sealed I.D. card of the Agent of the Applicant through the above designated Email address.