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1. DeepSeek-V3

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## DEEPSEEK LICENSE AGREEMENT

Version 1.0, 23 October 2023

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### Section I: PREAMBLE

Large generative models are being widely adopted and used, and have the potential to transform the way individuals conceive and benefit from AI or ML technologies.

Notwithstanding the current and potential benefits that these artifacts can bring to society at large, there are also concerns about potential misuses of them, either due to their technical limitations or ethical considerations.

In short, this license strives for both the open and responsible downstream use of the accompanying model. When it comes to the open character, we took inspiration from open source permissive licenses regarding the grant of IP rights. Referring to the downstream responsible use, we added use-based restrictions not permitting the use of the model in very specific scenarios, in order for the licensor to be able to enforce the license in case potential misuses of the Model may occur. At the same time, we strive to promote open and responsible research on generative models for content generation.

Even though downstream derivative versions of the model could be released under different licensing terms, the latter will always have to include – at minimum – the same use-based restrictions as the ones in the original license (this license). We believe in the intersection between open and responsible AI development; thus, this agreement aims to strike a balance between both in order to enable responsible open-science in the field of AI.

This License governs the use of the model (and its derivatives) and is informed by the model card associated with the model.

NOW THEREFORE, You and DeepSeek agree as follows:

1. Definitions

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

"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. The Data is not licensed under this License.

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

"Model" means any accompanying machine-learning based assemblies (including checkpoints), consisting of learnt weights, parameters (including optimizer states), corresponding to the model architecture as embodied in the Complementary Material, that have been trained or tuned, in whole or in part on the Data, using the Complementary Material.

"Derivatives of the Model" 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.

"Complementary Material" means the accompanying source code and scripts used to define, run, load, benchmark or evaluate the Model, and used to prepare data for training or evaluation, if any. This includes any accompanying documentation, tutorials, examples, etc, if any.

"Distribution" means any transmission, reproduction, publication or other sharing of the Model or Derivatives of the Model 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.

"DeepSeek" (or "we") means Beijing DeepSeek Artificial Intelligence Fundamental Technology Research Co., Ltd., Hangzhou DeepSeek Artificial Intelligence Fundamental Technology Research Co., Ltd. and/or any of their affiliates.

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

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5. Use-based restrictions. The restrictions set forth in Attachment A are considered Use-based restrictions. Therefore You cannot use the Model and the Derivatives of the Model for the specified restricted uses. You may use the Model subject to this License, including only for lawful purposes and in accordance with the License. Use may include creating any content with, finetuning, updating, running, training, evaluating and/or reparametrizing the

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6. The Output You Generate. Except as set forth herein, DeepSeek claims no rights in the Output You generate using the Model. You are accountable for the Output you generate and its subsequent uses. No use of the output can contravene any provision as stated in the License.

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END OF TERMS AND CONDITIONS

Attachment A

Use Restrictions

You agree not to use the Model or Derivatives of the Model:

- In any way that violates any applicable national or international law or regulation or infringes upon the lawful rights and interests of any third party;
- For military use in any way;
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- To generate or disseminate inappropriate content subject to applicable regulatory requirements;
- To generate or disseminate personal identifiable information without due authorization or for unreasonable use;
- To defame, disparage or otherwise harass others;
- For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
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1. hunyuan-large

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Tencent-Hunyuan-Large Release Date: November 5, 2024

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a. "Acceptable Use Policy" shall mean the policy made available by Tencent as set forth in the Exhibit A.

b. "Agreement" shall mean the terms and conditions for use, reproduction, distribution, modification, performance and displaying of Tencent Hunyuan Works or any portion or element thereof set forth herein.

c. "Documentation" shall mean the specifications, manuals and documentation for Tencent Hunyuan made publicly available by Tencent.

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e. "Licensee," "You" or "Your" shall mean a natural person or legal entity exercising the rights granted by this Agreement and/or using the Tencent Hunyuan Works for any purpose and in any field of use.

f. "Materials" shall mean, collectively, Tencent's proprietary Tencent Hunyuan and Documentation (and any portion thereof) as made available by Tencent under this Agreement.

g. "Model Derivatives" shall mean all: (i) modifications to Tencent Hunyuan or any Model Derivative of Tencent Hunyuan; (ii)

works based on Tencent Hunyuan or any Model Derivative of Tencent Hunyuan; or (iii) any other machine learning model which is created by transfer of patterns of the weights, parameters, operations, or Output of Tencent Hunyuan or any Model Derivative of Tencent Hunyuan, to that model in order to cause that model to perform similarly to Tencent Hunyuan or a Model Derivative of Tencent Hunyuan, including distillation methods, methods that use intermediate data representations, or methods based on the generation of synthetic data Outputs by Tencent Hunyuan or a Model Derivative of Tencent Hunyuan for training that model. For clarity, Outputs by themselves are not deemed Model Derivatives.

h. "Output" shall mean the information and/or content output of Tencent Hunyuan or a Model Derivative that results from operating or otherwise using Tencent Hunyuan or a Model Derivative, including via a Hosted Service.

i. "Tencent," "We" or "Us" shall mean THL A29 Limited.

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m. "Third Party" or "Third Parties" shall mean individuals or legal entities that are not under common control with Us or You.

n. "including" shall mean including but not limited to.

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b. We may terminate this Agreement if You breach any of the terms or conditions of this Agreement. Upon termination of this Agreement, You must promptly delete and cease use of the Tencent Hunyuan Works. Sections 6(a), 6(c), 7 and 9 shall survive the termination of this Agreement.

9. GOVERNING LAW AND JURISDICTION.

a. This Agreement and any dispute arising out of or relating to it will be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China, without regard to conflict of law principles, and the UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

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EXHIBIT A  
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Last modified: November 5, 2024

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