

Skywork Community License

I. Definition

"License" shall mean the terms and conditions for the use, reproduction, and distribution as defined in this agreement.

"Model" shall mean any set of machine learning components (including but not limit to tokenizer, checkpoints, weights, parameters, configuration files).

"Skywork Model" refers to the Skywork-MoE model.

"Data" shall mean the information or content extracted from a dataset used to train, pre-train, or evaluate the Model. Data extracted from the dataset may contain personal information or non-personal information.

"Personal Information" shall mean the information stored in electronic or other format that contains personal identifiable information(PII), which does not include information that has been anonymized. Personal Information processing includes the collection, storage, use, processing, transmission, provision, deletion of PII.

"Model Derivatives" shall mean all modifications to orderivative works based on the Skywork Model, or the creation or initialization of other models by transferring the weights, parameters, activation or output patterns of the Skywork Model to other models, including but not limited to, the need to use intermediate data representation methods to extract representations, or the creation and training of synthetic data using the Skywork Model to train other models.

"Distribution" shall mean the transmission, copying, reproduction, or sharing of the Model or Model Derivatives to third parties, including providing the Model as a hosted service such as APIs or web interface or as software form.

"Licensor" shall mean the copyright owner or copyright owner entity that grants the License, which may include the entity or individual that owns or has the right to grant the rights to the Model and any derivatives thereof. For clarity, the Licensor in this agreement is Beijing Skywork Intelligence Technology Co., Ltd., or any entity or individual authorized by it to grant licenses to third parties.

"Third Party" shall mean any person, legal person, or other entity that is not a party to this agreement.

"Commercial Use" shall mean the usage of the Skywork Model for direct or indirect operation, promotion, revenue generation, or other profit-making purposes by any entity or individual.

II. Licensing and Licensing Restrictions

In accordance with the terms and conditions of this license agreement (this "Agreement"), the Licensor hereby grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable, royalty-free copyright license (the "License"). You may use the License for commercial purposes. Licensor makes no claims to any rights regarding your use of the Skywork Model's output or any Model Derivatives based on the Skywork Model. In addition, you shall adhere to the following license restrictions:

1. You shall not use, copy, modify, merge, publish, distribute, replicate, propagate or create derivative works of the Skywork Model, in whole or in part, for any military or unlawful purposes.
2. If you intend to use the Skywork Model and Model Derivatives for commercial purposes, you shall at all times strictly adhere to all terms of this Agreement.

3. Your use and modification of the Skywork Model (including using its output or Model Derivatives) shall not violate any national laws or regulations, infringe upon the legal rights and Intellectual Property Rights (IPR) of any third parties, including but not limited to rights of personality such as image, reputation, privacy, intellectual property rights such as copyright, patents, trademarks, trade secrets, or other property rights.
4. You must provide the source of the Skywork Model and a copy of this Agreement to any permissible third-party users of the Skywork Model or its Model Derivatives.
5. If you modify the Skywork Model to create Model Derivatives, you must clearly indicate the nature of your modifications. These modifications must not violate the license restrictions set forth in this Agreement, and you must not enable, assist, or otherwise facilitate any third parties in violating the license restrictions set forth in this Agreement.

You shall strictly abide by all applicable laws and regulations in your use of the License, the Skywork Model and Model Derivatives.

III. Intellectual Property

6. The Licensor shall solely own all rights, benefits and interests in the Skywork Model and any related intellectual property rights. You shall not use any trademarks, service marks, trade names, domain names, website names, or other significant brand features ("Marks") owned by the Licensor without the prior written consent of the Licensor. You shall not in any way represent yourself as the Licensor or implying or suggesting that you are the "licensor". Without the prior written consent of the Licensor, you may not display, use, or seek trademark registration, domain name registration, or take any other actions related to these Marks, individually or in combination, and you may not explicitly or implicitly claim the right to display, use, or otherwise deal with these Marks. If your violation of this Agreement by using the aforementioned Marks causes any loss or damage to the Licensor or any other third party, you shall be solely liable for for all subsequent consequences.
7. Within the scope of this License, you may modify the Skywork Model to create Model Derivatives. You may claim intellectual property rights solely with respect to the portion of the Model Derivatives that directly result from your creative work.

IV. Disclaimer and Limitation of Liability

8. In no event shall the Licensor be liable for any direct, indirect, consequential losses or damages related to your use of the Skywork Model under this Agreement. If such results in losses to the Licensor, you shall be responsible for indemnifying the Licensor for all such losses.
9. The model parameters in the Skywork Model are examples. If you require the Skywork Model to meet any other requirements, you must train your own model and comply with the respective dataset's licensing agreements. You will be responsible for any direct, indirect, consequential, or other losses or damages arising from or related to the intellectual property risks associated with the output of the Skywork Model and Model Derivatives.
10. Licensor hereby expressly disclaims any and all warranty as to the accuracy of the results of Skywork Model and the Skywork Model may be susceptible to misinformation. The

Licensor shall not be liable for any data security issues, reputation risks, or any risks and liabilities arising from the Skywork Model being misled, misused, disseminated, or used improperly due to your use of the Skywork Model and its source code.

11. The term “losses or damages” in this Agreement includes but is not limited to any of the following losses or damages (regardless of whether such losses or damages were unforeseeable, foreseeable, known, or otherwise): (i) loss of revenue; (ii) actual or expected loss of profits; (iii) loss of currency use; (iv) expected savings loss; (v) business loss; (vi) loss of opportunities; (vii) loss of goodwill or reputation; (viii) loss of software use; (ix) any indirect, consequential, special, or incidental damages.
12. Unless required by applicable law requires or the licensor gives written consent. Licensor provides the Work on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied warranties, including, without limitation, any warranties or conditions regarding ownership, warranties or conditions of merchantability, warranties or conditions for any particular purpose, warranties that the Skywork Model does not infringe any rights, and any warranties arising from any transactions, trade usage (such as advice, specifications, or samples). You are solely responsible for determining the appropriateness of using, copying, propagating or redistributing the work and assume any risks associated with your exercise of permissions under this license.
13. You fully understand and agree that the Skywork Model may contain Personal Information. You promise to comply with all applicable laws and regulations when processing Personal Information, particularly the provisions of the "Personal Information Protection Law of the People's Republic of China." Your right to use the Skywork Model shall be subject to all applicable restrictions under data privacy law and regulations and the grant of License by Licensor does not imply that you have obtained a legal basis for processing Personal Information. As an independent personal information processor, you must ensure full compliance with relevant laws and regulations when handling Personal Information that may be contained in the Skywork Model, including but not limited to obtaining the consent of the data subjects and abiding by all applicable rules and regulations relating to data export and you shall be solely responsible for your handling of Personal Information in your use of the Skywork Model.
14. You fully understand and agree that the Licensor has the right to take appropriate legal action and report to relevant authorities based on reasonable judgment against any actions that violate relevant laws, regulations, or provisions of this agreement and you shall bear all legal responsibilities that may arise from such actions.

V. Brand Exposure and Prominent Identification

15. You agree and understand that if you offer Model Derivatives developed based on the Skywork Model to open source communities with open-source licenses, you must prominently label these Model Derivatives as developed based on the Skywork Model. This labeling includes but is not limited to "Skywork Inside" and other elements related to the brand of the Skywork Model.
16. You agree and understand that if you submit Model Derivatives developed based on the Skywork Model to any domestic or international benchmark leaderboards organized by organizations or individuals, including but not limited to leaderboards based on model

performance, accuracy, algorithms, computing power, or any other criteria, you must prominently label these Model Derivatives as developed based on the Skywork Model in your model description. This labeling includes but is not limited to "Skywork Inside" and other elements related to the brand of the Skywork model.

VI. Other

17. The Licensor has the final right to interpret the terms of this Agreement within the scope permitted by laws and regulations.
18. The establishment, effectiveness, interpretation, performance, modification, and termination of this agreement, as well as the use of the Skywork Model and the resolution of disputes, shall be governed by the laws of the People's Republic of China mainland (for the purposes of this Agreement, excluding Hong Kong, Macau, and Taiwan), and the application of conflict of laws is excluded.
19. Any disputes arising from the use of the Skywork Model shall be resolved through amicable negotiations. If negotiations fail, legal action shall be taken in court where the Licensor is located, and you shall bear all legal responsibilities resulting from such actions.