

# heygem.ai:0.0.7\_sdk\_slim Model Community License Agreement

## 1. Definitions

**"License"** means the terms and conditions for use, reproduction, and distribution as defined in this Agreement.

**"Model"** means any accompanying machine learning-based components (including checkpoints), comprising learned weights, parameters (including optimizer states).

**"Data"** means the collection of information and/or content extracted from datasets used with the Model, including data employed for training, pre-training, or otherwise evaluating the Model. The extracted information and/or content may contain personal or non-personal information.

**"Personal Information"** means any electronically or otherwise recorded information related to an identified or identifiable natural person, excluding anonymized data. The processing of Personal Information includes its collection, storage, use, processing, transmission, provision, disclosure, deletion, etc.

**"Output"** means the results generated by running the Model, reflected in the resulting informational content.

**"Training"** means providing training data to the Model to enhance its predictive capabilities.

**"Model Derivatives"** means all modifications to the heygem.ai:0.0.7\_sdk\_slim Model, works based on the heygem.ai:0.0.7\_sdk\_slim Model, or any other models created or initialized by transferring the weights, parameters, activations, or output patterns of the heygem.ai:0.0.7\_sdk\_slim Model to other models to make their performance similar to the heygem.ai:0.0.7\_sdk\_slim Model. This includes, but is not limited to, extraction methods requiring intermediate data representations or approaches using synthetic data generated from the heygem.ai:0.0.7\_sdk\_slim Model to train other models.

**"Distribution"** means transferring, copying, publishing, or otherwise sharing the Model or Model Derivatives with third parties, including making the Model available as a hosted service via electronic or other remote means (e.g., any SaaS or PaaS software accessible via API or web).

**"Licensor"** means the copyright owner or entity granting the License, including individuals or entities that may hold rights to the Model and/or the distributed Model. Under this Agreement, the Licensor is: Nanjing Silicon Minds Technology Group Co.,

Ltd., or its authorized entities/individuals permitted to license to any third party.

**"You" (or "Your")** refers to the individual or legal entity exercising permissions granted under this License and/or using the Model for any purpose and in any field of use, as the licensee under this Agreement.

**"Third Party"** means any individual, legal entity, or unincorporated organization other than You.

**"Commercial Use"** means using the heygem.ai:0.0.7\_sdk\_slim Model to directly or indirectly operate, promote, or generate revenue for an entity or individual, or for any other profit-seeking purpose.

## **2. License and Restrictions**

Subject to the terms and conditions of this License Agreement, the Licensor hereby grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, irrevocable, royalty-free copyright license. You may use this license for Non-Commercial Purposes. The Licensor asserts no rights over your use of the output of the heygem.ai:0.0.7\_sdk\_slim Model or Model Derivatives based on the heygem.ai:0.0.7\_sdk\_slim Model, provided that you comply with the following license restrictions:

2.1. You shall not use, copy, modify, merge, publish, distribute, reproduce, or create derivative works of the heygem.ai:0.0.7\_sdk\_slim Model, in whole or in part, for any military or illegal purposes.

2.2. If you intend to use the heygem.ai:0.0.7\_sdk\_slim Model or Model Derivatives for Commercial Use, you must register with the Licensor in advance through the contact information provided in the Appendix of this Agreement and obtain written authorization from the Licensor.

2.3. Your use and modification of the heygem.ai:0.0.7\_sdk\_slim Model (including the use of its output or Model Derivatives derived from the heygem.ai:0.0.7\_sdk\_slim Model) shall not violate any national laws and regulations, particularly those of the People's Republic of China, nor infringe upon the lawful rights and interests of any third party, including but not limited to personality rights (such as portrait rights, reputation rights, and privacy rights), intellectual property rights (such as copyrights, patent rights, and trade secrets), or other property rights.

You must provide any third-party users of the heygem.ai:0.0.7\_sdk\_slim Model or its Model Derivatives with the source of the heygem.ai:0.0.7\_sdk\_slim Model and a copy of this Agreement.

2.4. If you modify the heygem.ai:0.0.7\_sdk\_slim Model to create Model Derivatives, you must clearly indicate the modifications made. Such modifications shall not violate the restrictions of this License, nor shall they permit, assist, or otherwise enable any third party to violate the restrictions set forth in this Agreement.

### **3. Intellectual Property**

3.1. The ownership of the heygem.ai:0.0.7\_sdk\_slim Model and all related intellectual property rights are exclusively retained by the Licensor.

3.2. Under no circumstances may you use any trademarks, service marks, trade names, domain names, website names, or other distinctive brand features of the Licensor (collectively referred to as "Marks"), including but not limited to expressly or impliedly representing yourself as the "Licensor," without prior written consent from the Licensor. Without the Licensor's prior written consent, you shall not display, use, apply for trademark registration, register domain names, or otherwise utilize the aforementioned Marks, either individually or in combination, nor shall you expressly or impliedly indicate to others that you have the right to display, use, or otherwise handle these Marks. You shall bear full legal liability for any losses caused to the Licensor or others due to your unauthorized use of the Licensor's Marks in violation of this Agreement.

3.3. Within the scope of the License, you may modify the heygem.ai:0.0.7\_sdk\_slim Model to create Model Derivatives. For portions of the Model Derivatives to which you have contributed creative effort, you may claim intellectual property rights over such portions.

### **4. Disclaimer and Limitation of Liability**

4.1. Under no circumstances shall the Licensor be liable for any direct, indirect, incidental, consequential, or other losses or damages arising from or related to your use of the heygem.ai:0.0.7\_sdk\_slim Model under this Agreement. If such use results in losses to the Licensor, you shall be fully liable for compensation.

4.2. The model parameters in the Model are provided as examples only. If you need to meet other requirements, you must conduct training independently and

comply with the applicable dataset license agreements. You shall be solely responsible for any intellectual property risks associated with the output of the heygem.ai:0.0.7\_sdk\_slim Model or Model Derivatives, as well as any direct, indirect, incidental, or consequential losses or damages arising therefrom.

4.3. Although the Licensor has made diligent efforts to ensure data compliance and accuracy throughout all stages of training the heygem.ai:0.0.7\_sdk\_slim Model, due to the Model's scale and inherent probabilistic randomness, the accuracy of its outputs cannot be guaranteed, and the Model may produce misleading results. Accordingly, the Licensor hereby disclaims any liability for data security issues, reputational risks, or any risks and liabilities arising from the misuse, dissemination, or improper use of the heygem.ai:0.0.7\_sdk\_slim Model or its source code.

4.4. For purposes of this Agreement, "losses or damages" include but are not limited to any of the following (whether such losses or damages are unforeseeable, foreseeable, known, or otherwise): (i) loss of income; (ii) loss of actual or anticipated profits; (iii) loss of use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill or reputation; (viii) loss of use of software; or (x) any indirect, incidental, special, or consequential damages.

4.5. Unless required by applicable law or agreed to in writing by the Licensor, the license for the heygem.ai:0.0.7\_sdk\_slim Model is granted "AS IS." The Licensor makes no express or implied warranties, including but not limited to: warranties or conditions of title, merchantability, fitness for a particular purpose, non-infringement (past, present, or future), or any warranties arising from course of dealing, trade usage (e.g., proposals, specifications, or samples). You assume all risks and consequences associated with the use, reproduction, or redistribution of the heygem.ai:0.0.7\_sdk\_slim Model.

4.6. You acknowledge and agree that the heygem.ai:0.0.7\_sdk\_slim Model may contain Personal Information. You undertake to comply with all applicable laws and regulations regarding the processing of Personal Information, particularly the relevant provisions of the Personal Information Protection Law of the People's Republic of China. Note that the Licensor's authorization for your use of the heygem.ai:0.0.7\_sdk\_slim Model does not constitute a legal basis for processing such Personal Information. As an independent data controller, you must ensure full compliance with applicable laws and regulations when processing any Personal Information that may be contained in the heygem.ai:0.0.7\_sdk\_slim Model, including

but not limited to obtaining authorization from data subjects, and shall bear all associated risks and consequences.

4.7. You fully understand and agree that the Licensor reserves the right to take appropriate legal action against any violations of applicable laws or this Agreement, including reporting relevant information to authorities as required by law. You shall bear all legal liabilities arising therefrom.

## **5. Research, Education, and Academic Purposes**

5.1. Subject to the terms and conditions of this License Agreement, and in the spirit of contributing to academia, the Licensor encourages faculty and students of non-profit academic institutions to use the heygem.ai:0.0.7\_sdk\_slim Model for research, education, and academic purposes.

5.2. Furthermore, if you use the heygem.ai:0.0.7\_sdk\_slim Model for research, education, or academic purposes, you may notify us in advance via email at [James@toolwiz.com](mailto:James@toolwiz.com) with your institution name, intended use case, and contact information before commencing related research or educational activities. Based on your contact details, we may send you updates about the heygem.ai:0.0.7\_sdk\_slim Model to better support your research, education, and academic work.

## **6. Brand Exposure and Prominent Attribution**

6.1. You acknowledge and agree that if you make your Model Derivatives (developed based on the heygem.ai:0.0.7\_sdk\_slim Model) available under open-source licenses in domestic or international open-source communities, you must prominently indicate in such communities that the Model Derivatives are secondary developments based on the heygem.ai:0.0.7\_sdk\_slim Model. Such attribution shall include, but not be limited to, displaying "heygem.ai" and other brand elements associated with the heygem.ai:0.0.7\_sdk\_slim Model.

6.2. You acknowledge and agree that if you participate in any ranking activities organized by domestic or international entities or individuals with Model Derivatives developed based on the heygem.ai:0.0.7\_sdk\_slim Model - including but not limited to rankings evaluating model performance, accuracy, algorithms, computing power, or any other dimension - you must prominently indicate in the model documentation that the Model Derivatives are secondary developments based on the heygem.ai:0.0.7\_sdk\_slim Model. Such attribution shall include, but not be limited to, displaying "heygem.ai" and other brand elements associated with the

heygem.ai:0.0.7\_sdk\_slim Model.

## **7. Others**

7.1. The Licensor reserves the right to have the final interpretation of the terms of this Agreement within the scope permitted by laws and regulations.

7.2. The establishment, validity, interpretation, performance, modification and termination of this Agreement, the use of the heygem.ai:0.0.7\_sdk\_slim model, and the resolution of disputes shall be governed by the laws of the People's Republic of China (for the purposes of this Agreement, excluding Hong Kong, Macao and Taiwan), and the application of conflict of laws shall be excluded.

7.3. Any disputes arising from the use of the heygem.ai:0.0.7\_sdk\_slim model shall first be resolved through friendly consultation. If consultation fails, the dispute shall be brought before the People's Court where the Licensor is located.

## **8. Supplementary Provisions**

8.1. If you wish to use the heygem.ai:0.0.7\_sdk\_slim model or its derivatives for commercial purposes under the terms and conditions of this agreement, please contact the licensor in the following manner to register and apply for written authorization:

Contact email: [James@toolwiz.com](mailto:James@toolwiz.com)

8.2. When you contact the licensor in the above manner, you should submit the following information and documents to apply for the commercial license of the heygem.ai:0.0.7\_sdk\_slim model:

8.2.1. Information form. You should fill out and submit the following information form to the above-mentioned contact email.

Applicant Name	Agent Name
Note: Natural persons are not eligible to apply "horgem.at:0.7_sdk_slim" Model Commercial License	
Applicant Company Size (Number of Employees)	Applicant Company Size (Number of Employees)
<input type="checkbox"/> 1-200 <input checked="" type="checkbox"/> 200-1000 <input type="checkbox"/> 1000-5000 <input type="checkbox"/> 5000+	Notes: 1: Specify the industry (e.g., similar service industry). 2: State the Daily Active Users (DAU).
Note: Select the applicant's company size and check the box.	
Applicant Contact Information and Address	Agent Contact Information
Model Derivative Creation Details	Whether Involves Underage Users
heygem.ai:0.0.7_sdk_slim	
Model Derivative Creation Details	Whether Involves Underage Users
Note: If no derivative creation has been made, answer "No."	
Are you or your affiliated parties a software service provider or cloud service provider?	Planned Deployment Regions and Countries
Note: "Affiliated parties" refers to legal entities controlling or controlled by you, or entities under common ownership. Control includes direct/indirect ownership of majority equity or arrangements (e.g., shareholding, agreements) that substantially influence operations.	

8.2.2.Business License.\*You shall submit a copy of the applicant’ s business license stamped with the official company seal via the designated contact email above.

8.2.3.Authorization Documents. You shall submit the following via the designated contact email above:

(1) A copy of the legal representative ' s ID card stamped with the official company seal;

(2) A copy of the agent ' s authorization letter stamped with the official company seal;

(3) A copy of the agent ' s ID card stamped with the official company seal.