The AI2 ImpACT License for High Risk Artifacts (“HR Agreement”) was updated to version 2.0 on January 8, 2024. We made holistic updates to the HR Agreement to clarify the terms and address some common issues raised by others in response to the feedback we received on the first version.

Key Changes Explained

- **Enforcement** – We clarified that we will enforce the HR Agreement through equitable remedies, in which you agree to specific performance for AI2 to stop the use of any Derivatives to the extent that they violate the Use-Based Restrictions.

- **Modifications to the HR Agreement** – We clarified that when we update the terms in later versions of the HR Agreement, the changes will not retroactively apply to the Artifacts you used and Derivatives you created before then. In other words, the version of the HR Agreement you accepted at the time you accessed an Artifact will continue to govern your use of that Artifact and the Derivatives you create from it.

- **Use-Based Restrictions** – We updated the restriction against the use of our Artifacts and your Derivatives with “fully-automated decision-making without a human in the loop” to apply to cases where you do not conduct the necessary diligence and implement appropriate safeguards. We recognize that AI technology is rapidly evolving with the need for more research so prohibiting all such use cases is not necessarily the solution, but you must use best practices to prevent and mitigate harmful uses and outputs throughout the development cycle.

- If you have questions about the HR Agreement or any of the changes we made, please contact ai2impact@allenai.org.
This AI2 ImpACT License for High Risk Artifacts ("HR Agreement") is between The Allen Institute for Artificial Intelligence ("AI2") and any individual or entity who purchases, downloads, installs, logs into, accesses or otherwise uses any "high risk" Artifacts that refer to this HR Agreement, including any other person or entity that an individual purports to represent, be the agent of, or otherwise act on behalf of (collectively, “You”).

By clicking or taking similar action to accept this HR Agreement, or by accessing or using any Artifacts licensed under this HR Agreement, You agree to all the terms and conditions herein. You represent and warrant that You are at least 18 years old and have the full legal right, power, and authority to enter into this HR Agreement and bind any employer or entity that You are acting on behalf of. If You do not agree or have the requisite authority, You have no right to access or use any Artifacts and must immediately cease any existing use.

A human-friendly summary of the legal text can be found [here](#).

1. **DEFINITIONS.**

   a. “Artifact[s]” means collectively and individually, anything used to build or apply a Model, the Data, Models, and subsequent versions thereof that are licensed by AI2 pursuant to this HR Agreement, such as weights or Data and any Derivatives of the original Artifact excluding Code.

   b. “Code” means a text listing of commands to be compiled or assembled into an executable computer program.

   c. “Data” means the datasets created and/or compiled by AI2 to pretrain, train, evaluate, instruct, or fine-tune a Model.

   d. “Data Derivatives” means

      i. all modifications of the Data, and/or
      ii. all derivative works created from the Data that are considered copyrighted works under U.S. copyright laws.

   e. “Derivatives” means anything that is based on or derived from any Artifact within the meaning of applicable U.S. copyright laws, including specifically and without limitation, Model Derivatives and Data Derivatives.
f. “Distribute” or “Distribution” means any transmission, reproduction, publication, public display, or other sharing of the Artifacts and/or Derivatives to a Third party by any means, including as a hosted service made available by electronic or other remote means - e.g. API-based or web access.

g. “Model” means the algorithm algorithms, weights and/or parameters used to produce the desired outcome, whether a machine learning algorithm or a deeper neural network.

h. “Model Derivatives” means
   i. all modifications to the Model; and/or
   ii. 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 - without limitation, 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.

i. “Term” means the period of time starting from the date You access or use any Artifacts until this HR Agreement is terminated in accordance with Section 4.

j. “Third Party” means any party other than You or AI2.

k. “Use-Based Restrictions” means the specified restricted use cases set forth in Exhibit A.

2. LICENSE. Subject to Your compliance with the requirements in this HR Agreement together with all applicable laws, AI2 grants to You a worldwide, non-exclusive, non-transferable, royalty-free license to use, and install Artifacts, and to create and use Derivatives strictly in accordance with the requirements and restrictions as set forth below.

   a. No Distribution. The Artifacts and any Derivatives You create are for Your internal use only. Accordingly, You may not Distribute any Artifacts or Your Derivatives under this HR Agreement.


   c. Derivative Impact Reports. Intentionally Omitted.

   d. Use-Based Restrictions. You will not use any Artifacts or Derivatives in connection with any Use-Based Restrictions, including without limitation, creating any content with, finetuning fine-tuning, updating, running, training, evaluating and/or reparametrizing a Model.

   e. No Circumvention. You acknowledge that the purpose of the license granted herein is to facilitate transparency and responsible development of AI technology. Accordingly, You will not directly or indirectly circumvent the requirements in this Section 2, nor assist or enable any Third Party to do so.
f. Revocable License. The license granted to You is revocable. To the maximum extent permitted by law, AI2 reserves the right to suspend, restrict, or terminate (remotely or otherwise) Your access or use of any Artifacts and/or Derivatives not expressly permitted herein.

3. INTELLECTUAL PROPERTY RIGHTS.

AI2 and its licensors retain all right, title, and interest in and to the Artifacts and any Derivatives You create, including all patent, copyright, trademark, and trade secret, and other intellectual property rights, whether such rights are registered or unregistered, and wherever in the world those rights may exist. You will not commit any act or omission that contradicts or is inconsistent with AI2’s rights; nor facilitate, permit, or induce any Third Party to do the same. Other than the license granted in Section 2, all rights are expressly reserved by AI2.

4. TERM AND TERMINATION. AI2 may revoke the license granted to You and terminate this HR Agreement by written notice at any time if You materially breach any of Your obligations herein and fail to cure to AI2’s reasonable satisfaction within thirty (30) days after such notice.

   a. Additionally, if AI2 terminates this HR Agreement due to Your uncured breach of Section 2(d) (Use-Based Restrictions):

      i. You authorize AI2 to post a prominent notice stating that You violated the Use-Based Restrictions of this HR Agreement and that Your rights to use the Artifacts and Derivatives were terminated by AI2; and

      ii. AI2 reserves the right to take any action to suspend, restrict, or terminate (remotely or otherwise) Your access, use, or Distribution of any Artifacts or Derivatives that violate the Use-Based Restrictions.

   a.b. Upon any termination of this HR Agreement, the license granted in Section 2 will automatically terminate as of the termination date and You will:

      i. Cease all use of the Artifacts and immediately delete all copies in Your possession or control; and

      ii. Cease all use of any Derivatives You have created and promptly provide AI2 with any other information regarding Your Derivatives as requested by AI2.

   b. Additionally, if AI2 terminates this HR Agreement due to Your breach of Section 2(d) (Use-Based Restrictions), You authorize AI2 to post a prominent notice stating that You violated the Use-Based Restrictions of this HR Agreement and that Your rights to use the Artifacts and Derivatives were terminated by AI2.

   c. All terms and provisions that are reasonably interpreted to survive termination of this HR Agreement to fulfill its essential purpose will survive, including Sections 3-8.

5. DISCLAIMER. AI2 PROVIDES THE ALL ARTIFACTS ON AN "AS-IS", "AS AVAILABLE", AND "AS IS" BASIS. AI2 DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR
A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING AN ARTIFACT OR ANY ARTIFACTS AND CREATING AND DISTRIBUTING ANY DERIVATIVES, AND YOU ASSUME ANY AND ALL RISKS ASSOCIATED WITH YOUR EXERCISE OF PERMISSIONS UNDER THIS HR AGREEMENT.

6. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL AI2 BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, INTEROPERABILITY OR MALFUNCTION, OR ANY OTHER LOSS) ARISING FROM OR RELATED TO THIS HR AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY USE OR INABILITY TO USE ANY ARTIFACTS OR DERIVATIVES, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF YOU OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. INDEMNIFICATION FOR THIRD-PARTY CLAIMS. You will defend and indemnify AI2 and its officers, directors, employees, and agents from and against any and all Third Party claims, lawsuits, and proceedings that arise or result from:

a. Your material, uncured breach of this HR Agreement; and/or
b. Your failure or alleged failure to comply with applicable laws or any violation of a Third Party’s rights in connection with Your use of the Artifacts or Your Derivatives.

8. MISCELLANEOUS.

a. Consideration. The Artifacts are provided to You by AI2 subject to Your continued compliance with the terms and conditions of this HR Agreement.

b. Relationship. This HR Agreement and the parties’ relationship hereunder is non-exclusive, and neither party is restricted or limited in any way from entering into the same or similar arrangements with Third Parties. Nothing in this HR Agreement will be deemed or construed to create any employment, franchise, joint venture, partnership, agency or other such similar relationship between You and AI2.

c. No Waiver; Equitable Remedies. Any delay or failure of AI2 to enforce its rights or any provision of this HR Agreement will not be a waiver unless specifically issued in writing by AI2. Any term or provision that is held to be invalid or enforceable/unenforceable will not affect any other terms in this HR Agreement, which will remain in full force and effect. You acknowledge that if You breach this HR Agreement, it may cause irreparable harm to AI2, and You agree that AI2 may seek injunctive relief against You in addition to any other legal and equitable remedies.

d. Enforcement. You and AI2 each acknowledge that given the unique qualities and novel subject matter of this HR Agreement, it may be impossible to measure money damages to AI2. You further acknowledge that this HR Agreement reflects AI2’s core values of accountability, collaboration, and transparency in its mission to advance responsible AI development for the common good, and AI2 will suffer irreparable harm if you use any Artifacts and Derivatives in violation of this HR Agreement. Accordingly, if (i) AI2 terminates this HR Agreement for Your
uncured, material breach of any Use-Based Restrictions, and (ii) You continue to use or improperly Distribute any Artifacts or Derivatives in connection with such Use-Based Restrictions, You agree that AI2 is entitled to specific performance as a remedy to enforce the terms in Section 4 and seek other injunctive relief to stop Your continued use or unauthorized Distribution of the same.

d.e. Export Control: You will not violate any applicable U.S. and non-U.S. export control and trade sanctions laws ("Export Laws") or directly or indirectly export, re-export, provide, or otherwise transfer any Artifacts or Derivatives

i. to any individual, entity, or country prohibited by Export Laws;
ii. to anyone on U.S. or non-U.S. government restricted parties lists; or
iii. for any purpose prohibited by Export Laws, including nuclear, chemical or biological weapons, or missile technology applications.

e.f. Governing Law. This HR Agreement will be governed by the laws of the State of Washington, U.S.A. without regard to its choice of laws or conflict of laws rules.

f.g. Entire Agreement. Except as otherwise specifically set forth herein, this HR Agreement and any documents or policies that are incorporated or made part of this HR Agreement by reference contain the entire agreement between You and AI2 regarding the subject matter herein.

g.h. Modifications. AI2 may revise and update the terms of this HR Agreement from time to time and will post such updated versions of this HR Agreement to its website at http://allenai.org/impact-license. UNLESS OTHERWISE STATED IN THE AMENDED TERMS SET FORTH IN SUBSEQUENT VERSIONS OF THIS HR AGREEMENT, ANY CHANGES TO THIS HR AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. While AI2 is not obligated to provide You with notice of any changes, any AS OF THE EFFECTIVE DATE ABOVE. The amendments to this HR Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of any the Artifacts and/or that You downloaded or used, or to any Derivatives that You created before the effective date of such change. Accordingly, the version of this HR Agreement You agreed to when You accessed the Artifacts will constitute Your agreement continue to the terms govern your use of the updated HR Agreement same.

For any questions regarding this HR Agreement, please contact ai2impact@allenai.org.
EXHIBIT A

USE-BASED RESTRICTIONS

1. **EXPECTATIONS.** AI2 expects that You will not use, or cause or assist others to use, any Artifacts or Derivatives in connection with any academic dishonesty, including submitting any informational content or output of a Model as Your own work in any academic setting.

2. **RESTRICTIONS.** You will not, and will not permit, assist, or cause any Third Party to use, modify, copy, reproduce, incorporate, create Derivatives of, or Distribute any Artifacts or Your Derivatives, in whole or in part, for:

   a. military weapons purposes or in the service of nuclear proliferation or nuclear weapons technology;

   b. purposes of military surveillance, including any research or development relating to military surveillance;

   c. purposes of generating or disseminating information or content, in any context (e.g. posts, articles, tweets, chatbots or other kinds of automated bots) without expressly and intelligibly disclaiming that the text is machine generated;

   d. purposes of ‘real time’ remote biometric processing or identification systems in publicly accessible spaces for the purpose of law enforcement;

   e. fully automated decision-making without a human in the loop without conducting the requisite diligence and implementing technical and administrative safeguards in accordance with industry best practices to prevent or mitigate harmful outputs and uses for malicious purposes, such as spreading misinformation or perpetuating bias against historically disadvantaged groups; and/or

   f. purposes of the predictive administration of justice, law enforcement, immigration, or asylum processes, such as predicting an individual will commit fraud/crime (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).