AI2 ImpACT License – Medium Risk Artifacts
Version 2.0
Summary of Changes

The AI2 ImpACT License for Medium Risk Artifacts ("MR Agreement") was updated to version 2.0 on January 8, 2024. We made holistic updates to the MR 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

- Derivative Impact Reports – You are no longer required to use our Derivative Impact Report form to submit information about the intended use of your Derivatives as long as you provide the information to AI2 in writing (such as email). We can still share this information about your Derivatives and make it available to the public. You should continue to use good faith efforts to be transparent about the intended uses of your Derivatives.

- Effect of Termination – If you materially breach the MR Agreement and fail to resolve the issue with AI2 within 30 days of receiving our notice of breach, then you must stop all use and distribution of any Derivatives to the extent that they violate the Use-Based Restrictions. Previously this requirement applied to all your Derivatives. What we really care about is stopping the prohibited uses described in the Use-Based Restrictions, so we clarified our intent.

- Enforcement – We removed the requirement for you to assign all the rights to your Derivatives to AI2 in the event you breach the MR Agreement. This requirement was intended to be a way for us to stop harmful uses of things created from our Artifacts by assigning the rights to AI2. We recognized this caused a chilling effect that discouraged others from using our Artifacts. We will enforce the MR Agreement through equitable remedies, in which you agree to specific performance for AI2 to stop the use of any Derivatives that violate the Use-Based Restrictions.

- Modifications to the MR Agreement – We clarified that when we update the terms in later versions of the MR 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 MR 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 MR Agreement or any of the changes we made, please contact ai2impact@allenai.org.

AI2 ImpACT License – Medium Risk Artifacts
Version ~~1~~2.0

Effective Date: January 8, 2024

This AI2 ImpACT License for Medium Risk Artifacts ("MR 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 "medium risk" Artifacts that refer to this MR 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 MR Agreement, or by accessing or using any Artifacts licensed under this MR 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 MR 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 ~~is~~are licensed by AI2 pursuant to this MR 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 MR 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 MR Agreement together with all applicable laws, AI2 grants to You a worldwide, non-exclusive, non-transferable, royalty-free license to use~~,~~ and install Artifacts for Your internal use only, and to create and use Derivatives strictly in accordance with the requirements and restrictions as set forth below.

   a. Distribution. You ~~will~~may not Distribute any Artifacts as-is~~, which are for Your internal use only.~~. You may Distribute any Derivatives You create, provided that:

      i.   You flow down and include the Use-Based Restrictions as an enforceable provision in any type of license or legal agreement governing downstream use and/or Distribution of Your Derivatives; and
      ~~ii. You cause any of Your Derivatives to carry a prominent notice stating that You changed the original Artifact and how the Artifact was modified; and~~
      ~~iii.~~ii. You retain all applicable copyright, patent, trademark, and attribution notices included with the Artifact.

   b. Attribution. Together with ~~any copies of~~ Your Derivatives and any copies that You Distribute, You must provide (i) a prominent notice stating what modifications You made to the Artifact, (ii) a copy of this MR Agreement; and (~~ii~~iii) the following attribution notice: *"[Artifact] is licensed under the AI2 ImpACT License for Medium Risk Artifacts, © [year] The Allen Institute for Artificial Intelligence."*

c. Derivative Impact Reports. AI2 seeks to encourage transparency around Derivatives through the use of Derivative Impact Reports, available here. Before releasing a Model Derivative or Data Derivative, You will ~~complete~~share with AI2 the intended use(s) of Your Derivative by completing a Derivative Impact Report ~~and will publish, post,~~ or ~~make available the results of the Derivative Impact Report to the general public without imposing any direct or indirect restrictions, conditions or barriers to access, such as a paywall, fee, subscription, account, or requirement to submit personal information.~~otherwise providing AI2 with substantially similar information in writing. You agree that AI2 may publish, post, or make available ~~the~~such information ~~in~~about Your Derivative ~~Impact Report~~ for review by the general public.

   i. You ~~agree~~will use good faith efforts to ~~maintain~~be transparent about the ~~transparency and accuracy~~intended use(s) of ~~information regarding~~ Your Derivatives ~~in good faith and will update the Derivative Impact Report whenever a material change has occurred in any of the reporting categories therein~~by making the information freely available to others who may access or use Your Derivatives.

   ii. You acknowledge that Derivative Impact Reports are not intended to penalize any good faith disclosures about Derivatives. Accordingly, if You initiate or participate in any lawsuit or other legal action against a Third Party based on information in such Third Party's Derivative Impact Report, then this MR Agreement will terminate immediately as of the date such lawsuit or legal action is filed or commenced.

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, use or Distribution of any Artifacts and/or Derivatives not expressly permitted herein.~~

3. **INTELLECTUAL PROPERTY RIGHTS.**

a. AI2 and its licensors retain all right, title, and interest in and to the Artifacts, including all patent, copyright, trademark, ~~and~~ trade secret, and other intellectual property rights, whether such rights are registered or unregistered, ~~and wherever~~anywhere 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 and as provided in Section 3(b), all rights are expressly reserved by AI2.

b. Subject to Your compliance with this MR Agreement, You will own any Derivatives You create. ~~However, if Your use or Distribution of any Derivative is in breach of this MR Agreement, You~~

~~will transfer and assign all right, title, and interest in and to such Derivative to AI2 and execute any related documentation as required by AI2.~~

4. **TERM AND TERMINATION**. AI2 may revoke the license granted to You and terminate this MR 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 MR 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 MR 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 MR 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 and Distribution of any Derivatives that violate the Use-Based Restrictions and promptly provide AI2 with any other information regarding Your Derivatives as requested by AI2~~, including any documentation to assign Your Derivatives to AI2 pursuant to Section 3(b)~~.

      ~~b.~~ii. ~~Additionally, if AI2 terminates this MR 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 MR 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 MR Agreement to fulfill its essential purpose will survive, including Sections 3-8.

5. **DISCLAIMER**. AI2 PROVIDES ~~THE~~ALL ARTIFACTS ~~ON AN~~ "AS-IS~~" BASIS, AND~~". 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 ~~OR REDISTRIBUTING AN ARTIFACT, OR~~ANY ARTIFACTS AND CREATING ~~OR~~AND DISTRIBUTING ANY DERIVATIVES~~, AND~~. YOU ASSUME ANY AND ALL RISKS ASSOCIATED WITH YOUR EXERCISE OF PERMISSIONS UNDER THIS MR 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 MR 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 MR 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. <u>Consideration</u>. The Artifacts are provided to You by AI2 subject to Your continued compliance with the terms and conditions of this MR Agreement.

   b. <u>Relationship</u>. This MR 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 MR 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. <u>No Waiver~~; Equitable Remedies~~</u>. Any delay or failure of AI2 to enforce its rights or any provision of this MR 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 MR Agreement, which will remain in full force and effect. ~~You acknowledge that if You breach this MR 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. <u>Enforcement</u>. You and AI2 each acknowledge that given the unique qualities and novel subject matter of this MR Agreement, it may be impossible to measure money damages to AI2. You further acknowledge that this MR 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 MR Agreement. Accordingly, if (i) AI2 terminates this MR Agreement for Your uncured, material breach of any Use-Based Restrictions, and (ii) You continue to use or 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 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 MR 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 MR Agreement and any documents or policies that are incorporated or made part of this MR 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 MR Agreement from time to time and will post such updatesupdated versions of this MR Agreement to its website at http://allenai.org/impact-license. UNLESS OTHERWISE STATED IN THE AMENDED VERSIONTERMS SET FORTH IN SUBSEQUENT VERSIONS OF THIS MR AGREEMENT, ANY CHANGES TO THIS MR AGREEMENT WILL APPLYBE EFFECTIVE IMMEDIATELY UPON POSTING. While AI2 is not obligated to provide You with notice of any changes, anyAS OF THE EFFECTIVE DATE ABOVE. The amendments to this MR Agreement will not apply retroactively to eventsthe Artifacts that occurred prior to such changes. Your continued use of the Artifact(s) and/You downloaded or Distribution of Your used, or to any Derivatives will constitute Your agreement tothat You created before the terms ofeffective date of such change. Accordingly, the updated MR Agreement.version of this MR Agreement You agreed to when You accessed the Artifacts will continue to govern your use of the same.

For any questions regarding this MR 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).