

## **Annex 7**

### **License Restrictions & Other Terms**

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### A. License Restrictions

The license terms of the Professional Licenses are subject to the following restrictions:

1. The GPT-Model may not be reverse engineered, decompiled, or disassembled, whether to extract the training content of the GPT-NL Model or otherwise.
2. The GPT-NL Model may not be used to generate synthetic training content for other LLMs.
3. The GPT-NL Model may not be rented, leased, sublicensed or made available for use in any other way to any third party.
4. The GPT-NL Model may not be used for any unlawful purpose or in violation of any applicable laws (including but not limited to uses that qualify as prohibited AI practices under the EU AI Act).
5. The GPT-NL Model may not be used as the basis for a high-risk AI system under the AI Act, without the prior consent of TNO.
6. The GPT-NL Model may only be used in combination with any other data to generate output of the GPT-NL Model to the extent that such use would not infringe any third-party rights in and to such other data, including but not limited to Intellectual Property Rights and privacy rights (e.g., by including such other data in the respective user prompts or by using technical methods such as retrieval augmented generation in connection with use of the GPT-NL Model). In case of uncertainty due to pending litigation about the lawfulness of any use of Intellectual Property Rights, this clause shall be interpreted in a way that efficiently protects Intellectual Property Rights.
7. Without limiting the general provision in Section 6,
  - A. licensee shall not, directly or indirectly, use the GPT-NL Model, or any agent, tool, plugin, interface, or technical pipeline that integrates or combines the GPT-Model with any content that:
    - (i) infringes Intellectual Property Rights applicable to that content, for example because it has been obtained through unauthorized or unlawful means, e.g. is not lawfully accessible for the purposes of text and data mining under Article 4 of Directive (EU) 2019/790.
    - (ii) was obtained through automated scraping, crawling, or harvesting from websites or digital services where the rightsholder has implemented opt-out mechanisms, including but not limited to robots.txt, HTTP headers, metadata, or other technical protocols, and/or where the website's terms of service or legal notices explicitly prohibit automated access or reuse

of content for AI training or processing (including plain-language visible rights declarations).

B. licensee shall not deploy or integrate the GPT-NL Model into any system, agent, or pipeline that uses or relies on third-party tools, APIs, or services that ingest or process non-compliant or opt-out-protected content; circumvents or ignores opt-out signals or technical restrictions imposed by content providers; or enables downstream users to indirectly benefit from such prohibited content. This prohibition extends to any future technological method, whether known or unknown at the time of this Agreement, that enables the ingestion, transformation, or synthesis of content derived from non-compliant sources.

8. GPT-NL Model may not be used to provide Media Integrator Services to any third party. **“Media Integrator Services”** mean any services that retrieve, analyze, process, summarize and/or display in the GPT-NL Model’s output to any user (whether upon a user’s request or otherwise) any content of any press publication (in the sense of the DSM Directive) of a third party (whether as stand-alone content or in combination with any other content retrieved from other sources) that has been published online (regardless whether publicly available on a website or only accessible through a paywall) within six (6) weeks preceding such use in connection with the GPT-NL Model. Examples of Media Integrator Services include:

- (i) providing media updates;
- (ii) providing input relevant for compliance purposes such as know your customer services;
- (iii) to enrich services such as enabling house for sale websites to enrich their offering with a safety score for the relevant neighborhood;
- (iv) synthetic news generation, news aggregation, media monitoring of any type (e.g. adverse media monitoring); or
- (v) any other service or activity that would normally require a license for up-to-date content from copyright, neighbouring right and/or database right holders.

A separate license type may ultimately be made available for the use of the GPT-NL Model for purposes of Media Integrator Services.

## **B. Other license terms**

TNO will ensure that the license terms will in any event require licensees:

1. To comply with the Technical Requirements to securely host their own version of the GPT-NL Model;
2. To implement logging software to log any use of the GPT-NL Model;
3. To report to TNO any such use in accordance with the instructions of TNO;
4. To implement any safeguards as required by TNO to prevent any Contributor Training Content being included in output of the GPT-NL Model in order to address any claims of copyright infringement in a similar manner as is provided for in respect of complaints of data subjects in accordance with the Data Protection Protocol;
5. To implement new versions of the GPT-NL Model issued by TNO ultimately within one year of the date such new version was issued, whereby the license will expire if this is not done; and
6. To accept audits by TNO (whether at the request of Content Contributor or otherwise) to review compliance with any of the terms in this Annex 7 including the Technical Requirements.

The license terms will further include notice that by accepting the license, the licensee confirms its understanding that content from third-party providers on which the GPT-NL Model is trained constitutes very valuable data for TNO and such third-party providers, that any breach of the license terms may cause considerable damage, and will provide that the licensee will immediately notify TNO of any such breach.