CONTENT CONTRIBUTOR AGREEMENT

THIS CONTENT CONTRIBUTOR AGREEMENT (the "**Agreement**") is entered into as of 17 July 2025[●] ("**Effective Date**"), by and between:

1. *Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek* (**Netherlands Organization for Applied Scientific Research**), a legal entity established by public law with its principal place of business at Anna van Buerenplein 1, 2595 DA, The Hague, Netherlands ("**TNO**"); and

2. [content contributor name], a [corporation type] with its principal place of business at [address] ("**Content Contributor**").

TNO and Content Contributor are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

RECITALS

(A) WHEREAS, TNO has been awarded a Grant (as defined in Section I.1.25) from the Dutch government to develop a *state-of-the-art* research infrastructure for training large language models ("**LLMs**") that comply with European and Dutch legislation and public values. This Research Facility (as defined in Section I.1.38) will be kept operational for three (3) years and the design documentation and operating software will be made publicly available to enable third parties to set up their own LLM training environments to serve the national public interest. Deliverable of the research grant (and further funding) will further be the creation of a competitive GPT-NL Model (as defined in Section I.1.23) that complies with European and Dutch legislation and public values.

(B) WHEREAS, TNO is responsible for delivery of the GPT-NL Project (as defined in Section I.1.241.16). TNO cooperates for this project with the Dutch IT cooperation for education and research institutions ("**SURF**"), and the Netherlands Forensic Institute ("**NFI**"). Both SURF and NFI will operate as sub-contractors of TNO, SURF as provider of the IT infrastructure required for training of the GPT-NL Model and NFI as one of the use-cases for testing the GPT-NL Model. TNO has set up a consortium of organizations that are willing to participate in the GPT-NL Project by (i) contributing relevant content for purposes of training of the GPT-NL Model and (ii) being invited to participate in the governance of the GPT-NL Project in accordance with the Governance Charter (as defined in Section I.1.22) (jointly the "**Content Contributors**"). As a participant in the Content Consortium (as defined in Section I.1.9) these Content Contributors will be involved in important decisions relating to the licensing and future of the GPT-NL Model and receive a compensation as set-out in this Agreement.

(C) WHEREAS, the intention is to train the GPT-NL Model based on high quality content (free of harmful and irrelevant content) for which a license has been obtained (or no license is required) and by ensuring that the content is prepared in a privacy-preserving manner. To achieve this, TNO has created a Training Content Protocol (as defined in Section I.1.48). The Parties will prepare the training content

provided by Content Contributors in accordance with the Training Content Protocol. TNO will implement *privacy-by-design* measures to minimize the risk of unnecessary access of staff of TNO and third parties to the original training content of a Content Contributor in accordance with the Data Protection Protocol (as defined in Section I.1.15).

(D) WHEREAS, besides training content contributed by Content Contributors, the GPT-NL Model will be trained based on publicly available content that is not subject to copyright (including where the copyright has expired) or that is subject to Open-Source Licenses (as defined in Section I.1.33). TNO will clean such content in accordance with the Training Content Protocol on the same basis as TNO cleans training content for Content Contributors. TNO will subsequently compile the TNO Training Content (as defined in Section I.1.46) and the training content of the Content Contributors into a single dataset and further prepare this dataset for use for the training of the GPT-NL Model in accordance with the Training Content Protocol. The GPT-NL Project is a research project. The initial part of the GPT-NL Project is funded from the Grant and will provide the Research Facility, and a first training run of the GPT-NL Model. To deliver a compatible GPT-NL Model, however, multiple development iterations will be required. To fund this further development of the GPT-NL Model, income must be generated via licenses or further grants.

(E) WHEREAS, TNO, being a public research organization and having obtained a government grant in relation to the GPT-NL Project, is subject to state aid limitations under EU and Dutch law. As such, any licensing of the GPT-NL Model will have to be in accordance with market-standard terms, conditions, and prices.

TNO will initially offer two types of licenses:

- **Research License** (as defined in Section I.6.2.2): The Dutch scientific community will be able to obtain a Research License with specific terms that will benefit their scientific non-commercial research purposes.

- **Professional License** (as defined in Section I.6.2.2): For all other purposes, including commercial purposes, users can obtain a Professional License.

(F) WHEREAS, both the Research and Professional License terms will contain a clause that requires the GPT-NL Model to be used in accordance with the Responsible Use Policy (as defined in Section I.1.41). For example, the GPT-NL Model may not be used to create malicious code or malware, or a manner resulting in harassment, discrimination or disinformation. The Professional License terms will further provide for use restrictions such as a restriction to use the GPT-NL Model to generate training content for other LLMs, to reverse engineer the GPT-NL Model to extract training content, or to use the GPT-Model in a manner that unfairly undermines the content licensing business models of the Content Contributors. Decisions whether to offer new license types (e.g., for the education sector or for delivery of services currently falling under License Restrictions, as defined in Section I.1.28) may be taken in accordance with the Governance Charter.

(G) WHEREAS, TNO will initially not be hosting a web-version of the GPT-NL Model for use by licensees and will provide the source code and model weights to licensees to run and host their own version of the GPT-NL Model. This will require that the infrastructures of the licensees meet certain security requirements as well as monitoring capabilities to ensure the GPT-NL Model is used in

accordance with the license terms. Ultimately, the intention of TNO is that the GPT-NL Model will also be offered as a web-version (as a service), which will enable licensing of the GPT-NL model also to licensees that cannot meet the technical requirements to host their own version of the GPT-NL Model. Decision whether to offer a web-version of GPT-NL Model for use by licensees and whether to involve a third party for this purpose, will be taken in accordance with the Governance Charter.

(H) WHEREAS, as compensation for their participation in the Content Consortium and the contribution of their copyrighted content and related efforts and costs, Content Contributors will be enabled to receive a proportionate share of 50% of the net revenues generated by TNO with licensing the GPT-NL Model and a proportionate discount on the license fees for the GPT-NL Model or choose an alternative form of compensation, as set forth in the Revenue Sharing Mechanism (as defined in Section I.1.42I.1.42). Under the Revenue Sharing Mechanism, TNO will retain 50% of the Net Revenues (as defined in Section I.1.30) generated with the licensing of the GPT-NL Model. Under relevant state aid limitations, TNO may exploit the GPT-NL Model in a not-for-profit fashion only. TNO's share of the Net Revenues will be re-invested to cover cost of the further development and maintenance of the GPT-NL Model and the Research Facility, and TNO will demonstrate to the Content Board how it has done so at least annually.

(I) WHEREAS, when the research aspect of the project is completed, a decision on the future of the GPT-NL Model will be taken in accordance with the Governance Charter. For example, at that point, the GPT-NL Model can be transitioned into a separate legal entity to ensure the continued coordinated development of the GPT-NL Model.

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises contained in this Agreement, the Parties agree as follows:

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1.   DEFINITIONS

1.1   Capitalized terms used in this Agreement shall have the following meanings, unless expressly stated otherwise:

1.2   **"Affected Party"** has the meaning ascribed to in Section 0 of this Agreement.

1.3   "**Affiliate**" means, with regard to either Party hereto, an entity that owns or controls, is owned or controlled by or is or under common control or ownership with that Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.4   **"Agreement"** means this Content Contributor Agreement, including the recitals and the Annexes attached to it, the Training Content Protocol, the Governance Charter, the Responsible Use Policy, the Data Protection Protocol, the Revenue Sharing Mechanism and any amendments thereto as made in accordance with Section 14.7.

1.5   "**Applicable Law**" means all laws, rules, ordinances, regulations, or guidelines (or similar requirements), as amended or replaced from time to time, including but not limited to the GDPR and the EU AI Act and subsequent guidelines, explanatory memoranda and similar requirements published by the European Commission, the AI Office, or a similar governmental authority that are applicable to the Parties in connection with this Agreement, including the Intended Purpose and its performance.

1.6   "**Authorized Recipients**" has the meaning ascribed to in Section 11.1. of this Agreement.

1.7   "**Best Knowledge**" means with regard to a Party (i) actual knowledge of that Party and (ii) the knowledge that a prudent businessperson should have obtained in the management of that Party's business affairs after making due inquiry and exercising due diligence, which a prudent business person should have made or exercised with respect thereto. In the event that the Party is a legal entity, the relevant knowledge of any of its general or managing partners, directors, executive officers or key employees (i.e., senior managers, department heads and employees with direct responsibility for the operational, financial, legal or technical aspects of the matter in question) of that Party shall be deemed Best Knowledge of that Party.

1.8   "**Confidential Information**" means (a) for TNO, any technology to train, validate, test, retrain, refine, update, operate, offer as service, or otherwise use the GPT-NL Model; and (b) any other information of a Party that is disclosed by that Party ("**Disclosing Party**") in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information ("**Recipient**") (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that, due to the nature of the information, the Recipient would clearly understand it to be confidential information of the Disclosing Party. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information;

(iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure; or (v) is part of the Contributor Training Content. The answers provided by Content Contributor in **Annex 1** will only constitute Confidential Information if expressly identified as such in **Annex 1**.

1.9 "**Content Board**" means the board consisting of representatives of the Content Contributors, designated as such in accordance with Section 2.5.6. of the Governance Charter.

1.10 "**Content Consortium**" means the consortium of Content Contributors, who collaboratively provide content necessary for training and future updating of the GPT-NL Model and who are invited to participate in the governance of the GPT-NL Project. For the avoidance of doubt, only Content Contributors will be represented in the Content Consortium and participate in the governance and will have voting rights in the Content Board proportionate to their Relative Data Value.

1.11 "**Content Contributor**" shall have the meaning ascribed to it on page 1 of this Agreement.

1.12 "**Content Contributors**" shall have the meaning ascribed to it in Recital (B) of this Agreement.

1.13 "**Contributor Training Content**" means Raw Content that has been prepared by TNO in accordance with the Training Content Protocol.

1.14 "**Data Curation Process**" means the process applied to curate Raw Content and turn it into Contributor Training Content in accordance with the Data Curation Specifications (as defined in Section 2 of the Training Content Protocol).

1.15 "**Data Protection Protocol**" means the protocol governing obligations of TNO and the Content Contributors, and potential other stakeholders with respect to the processing of personal data in the context of the GPT-NL Project, as set out in **Annex 5**, and as may be updated from time to time in accordance with the Governance Charter.

1.16 "**Derivative Works**" shall have the meaning ascribed to it in Section 4.5 of this Agreement.

1.17 "**Dispute**" shall have the meaning ascribed to it in Section 14.5 of this Agreement.

1.18 "**Effective Date**" shall have the meaning ascribed to it on page 1 of this Agreement.

1.19 "**EU AI Act**" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act)).

1.20 "**Force Majeure Event**" means any circumstance or event not within a Party's reasonable control (i.e., that could not have been prevented by that Party by applying due care) including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (v)

collapse of buildings, fire, explosion or accident; (vi) any labor or trade dispute, strikes, industrial action or lockouts; and (vii) interruption or failure of third/party utility service.

1.21   **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.22   "**Governance Charter**" means the charter attached as **Annex 3** that sets out the functions, roles, and responsibilities assigned to the various participants to the GPT-NL Project, as may be updated from time to time in accordance with the Governance Charter.

1.23   **"GPT-NL Model"** means one or more Dutch LLMs, including all iterations and versions thereof, developed pursuant to the Grant and further grants or license income generated for this purpose.

1.24   **"GPT-NL Project"** means the project to build the Research Facility, which includes the creation of the GPT-NL Model, which will be made available to third parties to serve the national public interest.

1.25   "**Grant**" means the grant awarded to TNO on 26 April 2024[1] for the development of a cloud-based research infrastructure for operating, training, finetuning, testing and analyzing all aspects of LLMs, which includes the creation of at least a first iteration of a Dutch LLM.

1.26   "**Intended Purpose**" means the purpose for which the Contributor Training Content and TNO Training Content is intended to be used in accordance with this Agreement, i.e., the use on a continuous basis for the training, validation, testing, retraining, updating, operation, deployment, and future licensing of the GPT-NL Model in accordance with the Responsible Use Policy and Annex 7 (License Restrictions).

1.27   **"Intellectual Property Rights"** means any and all current and future rights in intellectual property and/or industrial property (anywhere in the world, whether statutory, common law or otherwise) including (i) copyrights, neighboring rights to copyrights, rights of use in copyrights, related "sui generis rights", moral rights of authors; (ii) rights to domain names; (iii) database rights; (iv) rights to designs; (v) trademarks, service marks, company names, trade names, trade dresses and other indicia of source or origin; (vi) patents, utility models and any other rights in and to inventions and technical improvements; (vii) rights with respect to information and materials not generally known to the public, including business and trade secrets (*e.g.*, know-how) and other Confidential Information, including rights to limit the use or disclosure of Confidential Information by any person; (viii) applications, filing, registrations as well as renewals, reissues, re-examinations, or extensions of any of the foregoing; and (ix) any rights equivalent or similar to any of the foregoing.

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[1] See https://www.rijksoverheid.nl/documenten/kamerstukken/2024/04/10/eerste-financieringsronde-faciliteiten-voor-toegepast-onderzoek-fto.

1.28 **"License Restrictions"** has the meaning ascribed to that term in Section 6.2.3 of this Agreement.

1.29 **"LLMs"** shall have the meaning ascribed to it on Recital (A) of this Agreement.

1.30 **"Net Revenues"** shall have the meaning ascribed to that term in the Revenue Sharing Mechanism.

1.31 **"NFI"** shall have the meaning ascribed to it in Recital (B) of this Agreement.

1.32 **"Notice of Dispute"** shall have the meaning ascribed to it in Section 14.7 of this Agreement.

1.33 "**Open-Source License**" means the Open Data Commons Open Database License (ODbL), the Etalab Open License Licenses, Creative Commons Licenses (e.g., CC0, CC BY, CC BY-SA, CC BY-NC), the BSD-3-Clause, the GNU General Public License or any other license identified as an open source license by the Open Source Initiative (www.opensource.org) or which is of a similar nature, except licenses that place the licensed material in the public domain without any obligations of the respective user or licensee.

1.34 "**Party**" and **"Parties"** shall have the meaning ascribed to it on page 1 of this Agreement.

1.35 **"Prepared Dataset"** means any data resulting from (wholly or partly) modifying, editing, combining, adapting, merging or aggregating the Contributor Training Content of all Content Contributors involved at that moment and TNO Training Content or portions thereof for purposes of training and future updating of the GPT-NL Model.

1.36 **"Professional License"** shall have the meaning ascribed to it in Section 0 of this Agreement.

1.37 **"Raw Content"** means the content that Content Contributor provides to TNO for preparation in accordance with the Training Content Protocol for the purpose of training and future updating of the GPT-NL Model, which has been scrubbed by Content Contributor of any content that cannot be used for the Intended Purpose, including those datasets as identified by the TNO during the Viability Assessment in accordance with the Training Content Protocol.

1.38 "**Relative Data Value**" has the meaning ascribed to that term in the Revenue Sharing Mechanism.

1.39 "**Research Facility**" means the cloud-based research infrastructure for operating, training, finetuning, testing of LLMs and research into all aspects of LLMs to be developed by or on behalf of TNO pursuant to the Grant.

1.40 **"Research License"** shall have the meaning ascribed to it in Section 6.2.3 of this Agreement.

1.41 "**Responsible Use Policy**" means the policy that shall set out the default ethical use restrictions that will apply under the licensing terms for use of the GPT-NL Model to both scientific non-commercial research and commercial uses. The Responsible Use Policy will contain limitations and permissions based on objective norms that are common practice in the market. The Responsible Use Policy is attached as **Annex 4**, which may be updated from time to time in accordance with the Governance Charter.

1.42 **"Revenue Sharing Mechanism"** means the policy for compensating Content Contributors for providing Contributor Training Content for the purposes of training and future updating of the GPT-NL Model, including by sharing future Net Revenues generated by TNO with licensing of the GPT-NL Model as attached as **Annex 6**, which may be updated from time to time in accordance with the Governance Charter.

1.43 **"SURF"** shall have the meaning ascribed to it in Recital (B) of this Agreement.

1.44 "**Technical Requirements**" shall have the meaning ascribed to that term in Section 6.2.3.

1.45 "**TNO**" shall have the meaning ascribed to it on page 1 of this Agreement.

1.46 **TNO Training Content** means publicly available content that is not subject to copyright (including where the copyright has expired) or is subject to an Open-Source License that has been collected or received by TNO and has been curated in accordance with the Data Curation Process.

1.47 "**Training Content Deep Dive Survey**" means the deep dive survey to be completed by Content Contributor in accordance with the Training Content Protocol, the template of which is attached as **Annex 1** and, once completed by Content Contributor, will be included as **Annex 1** to this to this Agreement and become an integral part of it.

1.48 "**Training Content Protocol**" means the protocol that sets out the requirements to be followed by the Content Contributor when preparing Raw Content and by TNO when preparing Contributor Training Content and TNO Training Content for the GPT-NL Model. The Training Content Protocol provides the objective norms, tools, and/or protocols that must be followed or applied for the compliance of (the development of) the GPT-NL Model with Applicable Laws. The Training Content Protocol is attached as **Annex 2**, which may be updated from time to time in accordance with the Governance Charter.

2. SCOPE AND PURPOSE

2.1 The Parties agree that, from the Effective Date, Content Contributor will become a participant in the Content Consortium. Content Contributor shall have the right to participate in the governance of the GPT-NL Project in accordance with the terms of the Governance Charter.

2.2 As a participant of the Content Consortium, the Content Contributor will contribute to the GPT-NL Project by providing and licensing Contributor Training Content to TNO for the Intended Purpose, and TNO may use the Contributor Training Content for the Intended Purpose subject to the terms of this Agreement.

2.3 The Parties acknowledge and agree that the recitals of and Annexes attached to this Agreement, including the Training Content Protocol, the Governance Charter, the Responsible Use Policy, the Data Protection Protocol, the Revenue Sharing Mechanism and any amendments in respect thereof in accordance with Section 14.8 will be incorporated in full into and become an essential part of this Agreement.

3. PREPARATION OF CONTRIBUTOR TRAINING CONTENT

The obligations of each Party in this Section 3 need to be read in conjunction with the warranties provided by such Party in Section 5 and 6.

3.1 **Preparation of Raw Content by Content Contributor**. Before delivering the Raw Content to TNO, Content Contributor will scrub any content from its datasets that cannot be used for the Intended Purposes, including those identified by TNO during the Viability Assessment in accordance with the Training Content Protocol, including Protected Information and Unsuitable Sources (as defined in Section 2 of the Training Content Protocol).

3.2 **Preparation of Contributor Training Content by TNO**. TNO will prepare the Raw Content provided by Content Contributor in accordance with the Training Content Protocol. TNO will implement *privacy-by-design* measures to minimize the risk of unnecessary access of staff of TNO to the Raw Content provided by the Content Contributor to TNO. After completion of the pre-training phase (i.e. completion of the pre-trained GPT-NL Model v. 1.0 or any successor pre-training version of the GPT-NL Model) TNO will delete the Raw Content and provide a copy of the Contributor Training Content to Content Contributor to use for any purpose. TNO will not charge the Content Contributor for these curation activities.

4. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES.**

4.1 **Grant of Rights to Raw Content**. For the preparation of the Raw Content in accordance with the Training Content Protocol as set out in Section 3.2 and to the extent that the Raw Content is subject to any Intellectual Property Rights, Content Contributor hereby grants TNO a non-exclusive, worldwide, limited license to use, modify, edit, and exploit the Raw Content solely to prepare the Contributor Training Content, including to access, download and store the Raw Content on any of TNO's systems and/or delivery platforms and to copy, reproduce, edit, adapt, modify, translate, clean and enrich the Raw Content. Apart from the compensation due by TNO to Content Contributor under Section 7 no royalties will be due by TNO for the license granted under this Section 4.1.

4.2 **Grant of Rights to Contributor Training Content**. To the extent that the Contributor Training Content is subject to any Intellectual Property Rights, Content Contributor hereby irrevocably conveys and grants to TNO the non-exclusive, worldwide right under any such Intellectual Property Rights to use and exploit the Contributor Training Content (i) for the Intended Purpose, and (ii) to comply with Applicable Law pertaining to the Intended Purpose. This will include, without limitation but at all times only strictly limited to what is necessary for the Intended Purpose, the right:

4.2.1 to access, download and store the Contributor Training Content on any of TNO's systems and/or delivery platforms;

4.2.2 to use the Contributor Training Content for the training, validation, testing, re-training, updating, fine-tuning, further developing or fixing of issues of the GPT-NL Model;

4.2.3 to copy, reproduce and store the Contributor Training Content (including, after model training is completed, for re-training, fine-tuning, updating, upgrading, or fixing issues in the model, and to fulfil applicable regulatory obligations);

4.2.4   to edit, adapt, modify, translate, combine the Contributor Training Content with other works (including with the TNO Training Content to create the Prepared Dataset), further develop, and create derivative works for data preparation purposes, such as annotation, labelling, deduplication, cleaning, enrichment, and aggregation; and

4.2.5   for the GPT-NL Model to occasionally generate model-inherent reproductions of elements included in the Contributor Training Content (including in modified form) in the output of the GPT-NL Model (e.g., due to the phenomenon known as 'memorization'), and to make such output including such reproductions available the GPT-NL Model's users, provided that TNO has made commercially reasonable efforts to prevent such reproductions in the GPT-NL Model outputs.

Apart from the compensation due by TNO to Content Contributor under Section 7 no royalties will be due by TNO for the license granted under this section 4.2.

4.3   The rights granted to TNO under Section 4.1 and Section 4.2**Error! Reference source not f ound.** are non-transferable and only sublicensable to subcontractors as set forth in Section 9.2.

4.4   **Ownership in Raw Content and Contributor Training Content**. Subject only to the rights granted to TNO in Section 4.1 and Section 4.2, as between the Parties, Content Contributor remains the exclusive owner of the Raw Content and Contributor Training Content, including any Contributor Training Content that becomes part of the Prepared Dataset, and all rights, title, interest and ownership in the Contributor Training Content will vest exclusively in Content Contributor upon its creation or first reduction to practice and regardless if created by Content Contributor, TNO or in joint collaboration of the Parties. To the extent that, notwithstanding the foregoing sentence, Contributor Training Content fails to exclusively vest in Content Contributor, TNO hereby irrevocably assigns, and Content Contributor hereby accepts, all such right, title or interest that TNO may have in and to Contributor Training Content as result of the Data Curation Process. The Content Contributor may license the Contributor Training Content to third parties at its discretion. However, if Content Contributor provides further usage rights, licenses to, or transfers the Contributor Training Content to a third party, this will not impact the rights granted to TNO to the Contributor Training Content under this Agreement.

4.5   **Ownership in Derivative Works**. All rights, title, interest and ownership in and to any works, data sets, inventions, improvements, technologies, techniques, or any other material that is based upon, derived from, adopted from, modified, transformed or otherwise build upon the Contributor Training Content in line with the Intended Purpose, including but not limited to artificial intelligence models such as the GPT-NL Model, and including all Intellectual Property Rights in and to the any of the foregoing, (jointly the "**Derivative Works**") will vest exclusively in TNO upon their creation or first reduction to practice and regardless if made by TNO itself or third parties engaged by TNO in accordance with Section 9. To the extent that, notwithstanding the foregoing sentence, any Derivative Works fail to exclusively vest in TNO, Content Contributor hereby irrevocably assigns, and TNO hereby accepts, all such right, title or interest that Content Contributor may have in and to any Derivative Works. For the avoidance of doubt, the ownership in any Contributor Training Content that becomes part of the Prepared Dataset will remain exclusively vested in Content Contributor as per Section 4.4.

and the ownership in any TNO Training Content that becomes part of the Prepared Dataset will remain exclusively vested in TNO.

4.6   If during the Term of this Agreement, TNO decides to train a new version of the GPT-NL Model, as decided in accordance with the Governance Charter, the Content Contributor shall, at the written request of TNO, provide TNO with a copy of its updated Raw Content for the purpose of training a new version of the GPT-NL Model. For clarity, Section 3 and Section 4 also apply to this then current Raw Content, and all other provisions of this Agreement will apply in full.

5.   WARRANTIES BY CONTENT CONTRIBUTOR.

5.1   Content Contributor hereby represents and warrants to TNO that:

5.1.1   The Raw Content and the Contributor Training Content do not, to the Best Knowledge of Content Contributor, contain any data or other elements that are licensed under an Open-Source License, other than those identified by Content Contributor in **Annex 1**.

5.1.2   Content Contributor has the necessary rights and authorizations, including Intellectual Property Rights, to grant to TNO the rights to the Raw Content and the Contributor Training Content as contemplated under Section 4.

5.1.3   No part of the Raw Content and the Contributor Training Content has to the Best Knowledge of Content Contributor, been obtained via web scraping, web crawling or similar technologies or practices without express permission of the rightsholder.

5.1.4   The answers to the Training Content Deep Dive Survey attached to this Agreement as **Annex 1** are accurate and complete and provide an accurate description of the Raw Content.

5.1.5   To the Best Knowledge of Content Contributor, the Raw Content and Contributor Training Content do not include any content that violates Applicable Laws or any third-party rights (including Intellectual Property Rights, rights to publicity or to privacy), including when used for the Intended Purpose. If this is not the case, Content Contributor will undertake best efforts to ensure these rights are obtained, or that provisions will be taken to obtain these rights. In case no such rights can be obtained for content (**Relevant Content**), Content Contributor will notify TNO of the Relevant Content and TNO will request all licensees of the GPT-NL Model to implement safeguards to ensure the Relevant Content will not be included in the output of the GPT-NL Model in in a similar manner as is provided for in respect of complaints of data subjects in accordance with the Data Protection Protocol. Content Contributor will ensure that any Raw Content provided to TNO in accordance with Section 4.6, will no longer include the Relevant Content. Any liability in respect of the lack of rights to the Relevant Content will be for the account of Content Contributor.

5.1.6   The Raw Content is prepared by Content Contributor in accordance with Section 0 and the Training Content Protocol.

5.2 With the exception of the warranties set out in Section 5.1, the Raw Content and Contributor Training Content is provided by Content Contributor on an "as is" basis without any further warranties of any kind, either express or implied.

6. TNO WARRANTIES & COMMITMENTS.

6.1 TNO hereby represents and warrants that TNO:

6.1.1 Will not use the Raw Content, the Contributor Training Content and the Prepared Dataset for any purposes other than the Intended Purpose;

6.1.2 Will not make the Raw Content or the Contributor Training Content publicly available (except to disclose sources of the content to the extent required from TNO under Applicable Law, e.g. under the EU AI Act); only the TNO Training Content may be published.

6.1.3 Will not deliberately use the Contributor Training Content to train the GPT-NL Model to generate any unlawful, unethical or offensive content (such as pornographic texts), generate content in violation of the Responsible Use Policy, or violate applicable prohibited AI practices such as those set out in the EU AI Act.

6.1.4 Will make reasonable efforts to prevent reproduction of Contributor Training Content subject to Intellectual Property Rights in the output of the GPT-NL Model, on the understanding that in accordance with Section 4.2.5 occasional model-inherent reproduction of such content may occur in the output of the GPT-NL Model (e.g., due to the phenomenon known as 'memorization'), despite TNO's reasonable efforts to prevent this.

6.1.5 Will make reasonable efforts to implement adequate technical safeguards to prevent reverse engineering of training inputs, prompt injection or adversarial querying aimed at data reconstruction.

With the exception of the warranties set out in this Section 6.1, all services and deliverables provided by TNO under this Agreement are provided on an "as is" basis without any further warranties of any kind, either express, implied, statutory or otherwise.

6.2 TNO commits to:

6.2.1 Keep the GPT-NL Model up to date and to at least every two years issue new versions of the GPT-NL Model, unless a specific exception is decided upon in accordance with the Governance Charter. When TNO issues such a new version, TNO will no longer grant any licenses in respect of the previous version. Existing licenses in respect to the previous version will expire withing one year thereafter, unless a specific exception is granted by TNO which decision will be taken in accordance with the Governance Charter.

6.2.2 Make any version of GPT-NL Model available to Content Contributor and third parties not being part of the GPT-NL Project for use in accordance with the Responsible Use

Policy and subject to a license (as set out in the following provisions of this Section 6.2) only.

Prepare license terms under which the Dutch scientific research community will be able to obtain a research license free of charge for scientific non-commercial research purposes provided that the relevant research will contribute, or otherwise be of value, to the further development of the GPT-NL Model and that the relevant research does not substantially affect the protection provided to Content Contributors under the License Restrictions (**"Research Licenses"**). The terms of the Research License shall be decided upon in accordance with the Governance Charter and will include the requirement for researchers to provide their feedback on the GPT-NL Model to TNO. The License Restrictions set out in **Annex 7** shall not apply to Research Licenses provided that a strict demarcation between scientific research and professional/commercial use will be properly distinguished and maintained.

Prepare license terms under which the GPT-NL Model will be licensed to third parties for purposes other than scientific non-commercial research purposes, including commercial purposes ("**Professional Licenses**"), which terms shall prohibit in any event any use of the GPT-NL Model in breach of the restrictions as described in **Annex 7 sub A ("License Restrictions")**, including but not limited to any uses that would be prohibited under applicable law, e.g., under the EU AI Act or constitute infringements of Intellectual Property Rights of third parties, including of the Content Contributors. It is the mutual understanding of the Parties that TNO cannot warrant that the GPT-NL Model will never produce such outputs, for example, due to the GPT-NL Model hallucinating. The licenses terms for the Professional Licenses will be decided upon in accordance with the Governance Charter.

Professional Licenses to licensees (and their affiliates) that have a global customer base of more than 100 million or that have the potential to have more than 45 million active monthly users, will require a specific license, which will be developed by TNO and will be decided upon in accordance with the Governance Charter.

For clarity, other new license types (e.g., for the education sector, for specific use cases currently subject to License Restrictions or reseller licenses) may be introduced based on decisions taken in accordance with the Governance Charter.

The License Restrictions will in principles apply as much as possible to any new license types but will be amended to reflect the new license type, where indicated.

TNO will further initially not be hosting a web-version of the GPT-NL Model for use by licensees and will provide the source code and model weights to licensees to run and host their own version of the GPT-NL Model. This will require that the infrastructure of the licensees meet adequate technical and organizational security requirements to securely host their own version of the GPT-NL Model ("**Technical Requirements**"), as well as monitoring capabilities to ensure the GPT-NL Model is used in accordance with the license terms. Ultimately, the intention of TNO is that the GPT-NL Model will

also be offered as a web-version (*as a service*), which will enable licensing of the GPT-NL Model also to licensees that cannot meet the technical and monitoring requirements to host their own version of the GPT-NL Model. The decision whether to offer a web-version of GPT-NL Model for use by licensees and whether to involve a third party (reseller) for this purpose, will be taken in accordance with the Governance Charter.

6.2.3   Perform due diligence that a prospective licensee meets the Technical Requirements to securely host their own version of the GPT-NL Model; to audit the use by all licensees of the GPT-NL Model for use and to ensure that there is no violation of the License Restrictions. TNO shall assess the potential risk and impact of a violation of the License Restrictions by a prospective licensee, including based on the expected use of the GPT-NL Model and the estimated monthly active users, and will include in the license agreement adequate rights for TNO to audit any suspected non-compliance with the License Restrictions (whether notified to TNO by Content Contributor or otherwise), as well as the right to provisionally suspend the license in case of such suspected non-compliance (which suspension will become permanent if infringement is established), and to include penalty sums on non-compliance with the License Restrictions to ensure sufficient deterrence (normally within the range of EUR 25.000 – 100.000 per infringement of the License Restrictions), unless such penalty provision is not appropriate given the good standing and relationship of trust between TNO and the relevant licensee. TNO will notify the Content Board immediately in case of a (suspected or detected) violation of the License Restrictions and will provide technical information on the violation to ensure Content Contributors can take legal action.

6.3   Where so indicated, in individual cases TNO may agree deviations to the Research License or Professional Licenses, for example when contracting with the Dutch government to comply with Government procurement terms. Any deviations that substantially affect the protection provided to Content Contributors under the licensing terms will be decided upon in accordance with the Governance Charter.

7.   COMPENSATION FOR CONTENT CONTRIBUTOR

7.1   TNO agrees to compensate Content Contributor for providing the Contributor Training Content for the Intended Purpose in accordance with the alternative compensation options set out in the Revenue Sharing Mechanism. Content Contributor has selected the following compensation option:

☐   **Option 1:**

   No compensation claimed

☐   **Option 2:**

   Net Revenues Sharing: Content Contributor will receive a proportionate share of 50% of the Net Revenues (as defined in the Revenue Sharing Mechanism) generated with the

Professional Licenses (and other future paid license types) calculated in accordance with the principles set out in Section 2.1 of the Revenue Sharing Mechanism; **and**

Discount on Professional License Fee: Content Contributor's proportionate share of 50% of the Net Revenues (as defined in the Revenue Sharing Mechanism) generated with the Professional Licenses, calculated in accordance with the principles set out in Section 2.1 of the Revenue Sharing Mechanism will be set-off against up to 100% of the license fee due and payable by Content Contributor for Content Contributor's Professional License under the applicable license agreement with TNO. For the purpose of calculating the Net Revenues, the full license fee due for such Professional License before discount will be taken into account. If a Content Contributor's proportionate share of 50% of the Net Revenues is 40% or more, such Content Contributor will be entitled to a free Professional License.

If at any moment in time other paid license types become available, the discount will apply against the license type relevant for Content Contributor. If a Content Contributor has more paid license types, the discount will apply against one of the licenses only, at the choice of Content Contributor. The discount will not be applicable to any reseller agreements in respect of the GPT-NL Model.

☐ **Option 3:**

One Time Upfront Compensation: Instead of receiving a proportionate share of 50% of the Net Revenues (as defined in the Revenue Sharing Mechanism), Content Contributor will receive an upfront one-time payment that is calculated and due and payable as set forth in section 2.1.5 of the Revenue Sharing Mechanism **and** a discount on the Professional License Fee on the terms set out in Option 2.

7.2 TNO will determine the license fee for the Professional License (and any other paid license types) at its discretion. TNO, being a public research organization and having obtained a government grant in relation to the GPT-NL Project, is subject to state aid limitations under EU and Dutch law. As such, any licensing of the GPT-NL Model will have to be in accordance with market-standard terms, conditions, and prices. Market standard prices will mean a price that a willing licensee and a willing licensor, acting independently, in good faith, and without distortion of competition, would reasonably agree upon under comparable commercial conditions. In the absence of directly comparable unhosted models, reference may be made to the pricing of functionally similar hosted large language models, including services such as ChatGPT, provided that appropriate adjustments are made for differences in delivery mode (including hosting), operational cost structures, and licensing scope. Where relevant, economies of scale and volume-based pricing shall be duly taken into account to ensure proportionality and non-discrimination in pricing.

8. CONTENT CONTRIBUTOR ASSISTANCE.

8.1 Content Contributor will support TNO, at Content Contributor's cost and expense, as reasonably necessary to fulfill relevant transparency, documentation and data governance obligations required by Applicable Law in relation to the Intended Purpose, including to provide

required information and documentation, issue required statements and attend required meetings and hearings with the competent authorities.

8.2   In the event that any third party brings any claim against TNO for infringement of its rights (including any Intellectual Property Rights, rights of publicity or privacy) or for the violation of Applicable Law by the Contributor Training Content as used by TNO for the Intended Purpose, upon the written request of TNO, Content Contributor shall reasonably support TNO, at Content Contributor's own cost and expense, in TNO's defense against such third party claims, including by providing information and documentation available to Content Contributor. Any procedural rights that TNO may have under Applicable Law shall remain unaffected by this provision.

8.3   With the exception of claims of third parties against Content Contributor as provided for in Section 5.1.5, the rights of TNO and the obligations of Content Contributors vis-à-vis TNO as set out in Sections 8.1 and 8.2, will apply equally and conversely where Content Contributor is subject to a requirement under Applicable Law or a claim as set out in Sections 8.1 and 8.2.

9.   SUBCONTRACTORS.

9.1   Unless expressly stated otherwise in this Agreement, TNO may engage third party subcontractors to assist with the GPT-NL Project, provided that TNO shall enter into a written agreement with such subcontractor under which such subcontractor agrees to be bound by confidentiality and data protection terms no less restrictive than those set forth in this Agreement. TNO shall remain responsible for the performance of (or failure to perform) of each subcontractor's obligations, in each case, to the same extent TNO would be responsible hereunder if TNO had performed (or failed to perform) such obligations.

9.2   Content Contributor hereby agrees that TNO has the right to sublicense the rights granted to TNO under Section 4.1 and 4.2 to its subcontractors or to permit its subcontractors to exercise these granted rights on TNO's behalf as deemed necessary by TNO for the subcontractor to perform the tasks assigned to it by TNO in connection with the GPT-NL Model.

10.   FORCE MAJEURE

A Party (as the "**Affected Party**") who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement shall notify the other Party without undue delay and shall inform the other Party of the period for which it is estimated that such failure or delay will continue. The Affected Party shall:

10.1   take all reasonable steps to mitigate the effect of the Force Majeure Event; and

10.2   be excused from the performance of such obligations for so long as is necessary to overcome the effects of such Force Majeure Event.

11.   CONFIDENTIALITY OBLIGATIONS AND PUBLICITY

11.1   The Recipient of Confidential Information of the Disclosing Party agrees and commits: (i) to take reasonable precautions to protect such Confidential Information against unauthorized

disclosure, access and use; (ii) to use such Confidential Information only for the purposes of performing this Agreement, including the Intended Purpose, and (iii) not to use or disclose such Confidential Information to any person or entity, other than its or its Affiliates' employees, directors, subcontractors, consultants, counsel, advisors or agents who have a reasonable need to know such Confidential Information in connection with the execution or performance of the Agreement and who are bound by at least equivalent obligations of confidentiality and nondisclosure as those under this Agreement (collectively, "**Authorized Recipients**"). The Recipient shall be fully responsible for the breach, or threatened breach, of this Agreement by its Authorized Recipients. As between the Parties, Confidential Information disclosed to the Recipient remains the sole property of the Disclosing Party.

11.2   Confidential Information does not include information that the Recipient can document:

11.2.1   is generally available to the public at the time of disclosure or becomes generally available to the public thereafter without a breach of this Agreement by Recipient;

11.2.2   is known to or in the possession of the Recipient at the time of its disclosure;

11.2.3   was rightfully obtained by the Recipient on a non-confidential basis from a third party; or

11.2.4   is independently developed by the Recipient.

11.3   Notwithstanding Section 11.1, TNO shall have the right to disclose or use any information, including any Confidential Information, provided by Content Contributor as necessary to comply with TNO's obligations under Applicable Law regarding the GPT-NL Model, including (i) to draw up and make publicly available a sufficiently detailed summary about the Contributor Training Content used for the training of the GPT-NL Model; (ii) to provide competent authorities with required information upon request; and (iii) to comply with orders of courts or public authorities. Where not prohibited by Applicable Law and feasible with TNO's reasonable efforts, TNO will consult with Content Contributor before disclosing information provided by Content Contributor described in lit. (ii) and (iii) regarding the scope and form of the disclosure.

11.4   Notwithstanding Section 11.1 and subject to Section 11.3, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or a public authority, or as otherwise necessary to comply with Applicable Law after giving the Disclosing Party as much advance notice of the possibility of such disclosure as reasonably practicable so that the Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure (except that no notification is required if the Recipient is prohibited by law from notifying the Disclosing Party); or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

11.5   Upon the expiration or termination of this Agreement, the Recipient shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. If the Recipient is obligated under Applicable Law to retain certain Confidential Information, the foregoing

obligation of return or destruction shall apply upon the expiration of the applicable retention period. In addition, the Recipient may retain Confidential Information to the extent required to establish a Party's rights under this Agreement after its expiration, including to make required court filings, until the expiration of the applicable limitation period.

11.6   Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date of the expiration or termination of this Agreement; provided, however, with respect to any Confidential Information of a Party that constitutes a trade secret (as determined under Applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under the Applicable Law.

11.7   For clarity, it is understood that (i) the Raw Content provided by Content Contributor does not constitute Confidential Information; and (ii) Content Contributor will ensure that its Confidential Information will not be part of the Raw Content to the extent this would limit TNO's ability to use the Contributor Training Content for the Intended Purpose.

11.8   The Parties will coordinate any public statement regarding this Agreement. Any press release by either Party disclosing the relationship of the Parties under this Agreement, requires the other Party's prior written (email suffices) consent that shall not be unreasonably withheld. Subject to this approval requirement, the Parties shall negotiate in good faith to agree upon the form and content of such press releases.

12.   ASSIGNABILITY OF AGREEMENT

12.1   In the situation as set out in Recital (I), TNO may assign, novate or otherwise transfer all or a part of its rights and obligations under this Agreement in whole or in part to a separate entity, without requiring further consent from the Content Contributor. TNO will extensively consult the Content Board and the Advisory Board before taking any decision to transition the GPT-NL Model into a separate legal entity to ensure the continued coordinated development of the GPT-NL Model as referred to in Recital (I).

12.2   Notwithstanding the foregoing, either Party may assign all of its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or of substantially all of its assets or business to which this Agreement pertains without the other Party's consent, provided that: (i) the assignee is not insolvent or otherwise unable to pay its debts as they become due, and (ii) any assignee is bound by the terms of this Agreement.

13.   TERM AND TERMINATION.

13.1   This Agreement will commence on the Effective Date and continue in force until terminated by either Party in accordance with Section 13.2 or Section 13.3.

13.2   Either Party shall have the right to terminate this Agreement for convenience upon six (6) months prior written notice to the other Party with effect to the end of each contract year.

13.3   Either Party shall have the right to terminate this Agreement for cause upon written notice to the other Party setting out the grounds for termination, with immediate effect. Cause for a termination with immediate effect includes the following cases:

13.3.1   TNO decides to transition the GPT-NL Model into a separate legal entity to ensure the continued coordinated development of the GPT-NL Model as referred to in Recital (I) and in accordance with Section 12;

13.3.2   the other Party commits a material breach of any of its obligations under this Agreement that is incurable;

13.3.3   the other Party fails to cure, where curable, or persists in any material breach of any of the other Party's obligations under this Agreement after having been required in writing by the terminating Party to cure or desist from such material breach within a period of thirty (30) days;

13.3.4   the other Party (i) becomes insolvent (i.e., is unable to pay its debts when due), (ii) an order is made or a resolution passed for its liquidation, winding-up or dissolution (other than for the purposes of a solvent amalgamation or reconstruction), (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over that Party or all or any substantial parts of its assets; or (iv) any other steps are taken or negotiations commenced by that Party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving that Party and any of its creditors; or

13.3.5   the other Party is prevented to perform any or all of its obligations under this Agreement by an Event of Force Majeure for more than ninety (90) days.

13.4   If this Agreement terminates, TNO agrees to not use the Contributor Training Content to train any new versions of the GPT-NL Model. For clarity, the foregoing sentence does not affect the continued use and exploitation of any version of the GPT-NL Model by TNO as trained with the Contributor Training Content prior to the effective date of the termination of the Agreement for a period of 2 years after the effective date of termination and Content Contributor will continue to receive compensation under Section 7 (if any) in respect of such version(s) of the GPT-NL Model.

13.5   In case GPT-NL will be transferred to the separate entity as meant in Recital (I) and Section 12, TNO guarantees that (i) Section 13.4 will be observed by the new entity and (ii) a new version of GPT-NL will be trained within one (1) year after the transition.

13.6   Any termination of this Agreement pursuant to the foregoing Section 13.2 or Section 13.3 shall not affect the obligations, rights, claims and remedies of the Parties accrued prior to the effective date of such termination. Subject to Section 13.4, any provision of this Agreement that is, expressly or by implication, intended to come into or continue in force on or after effectiveness of the termination of this Agreement shall remain in full force and effect, including Sections 4, 5, 6.1, 0, 7, 8.2, 8.3, **Error! Reference source not found.**, 11, 13.4, 13.5, 13.6, 14.5 which survive any termination of this Agreement.

14. MISCELLANEOUS

14.1 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as expressly set forth in the Agreement, nothing in this Agreement, expressed or implied, is intended to give rise to any third-party beneficiary.

14.2 **Non-Waiver.** The failure of a Party to insist upon strict performance of any provision of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right, nor constitute a waiver of that provision or right, in whole or in part, in that instance or in any other instance. Any waiver by a Party of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time, and shall be signed by such Party.

14.3 **Notices.** Unless expressly set forth otherwise herein, any notice required or permitted to be given under this Agreement shall be in writing or by email (with signed pdf-copy attached), shall specifically refer to this Agreement and shall be addressed to the appropriate Party at the address(es) specified below or such other address(es) as may be specified by such Party in writing in accordance with this Section 14.4, and shall be deemed to have been given for all purposes,

14.3.1 if in writing, when received, if hand-delivered or sent by a reputable overnight delivery service;

14.3.2 if in writing and sent by (ordinary) mail, three (3) business days at (the Hague) after mailing if mailed by first class certified or registered mail, postage prepaid, return receipt requested; and

14.3.3 if sent by email, upon transmission.

If to TNO: **Marc Zegveld**, marc.zegveld@tno.nl

If to Content Contributor: […]

14.4 **Applicable Laws.** The Parties will comply with all Applicable Laws at all times.

14.5 **Governing Law, Dispute Resolution.** This Agreement and all claims arising out of or relating to it are governed by the laws of the Netherlands, without giving effect to any choice of law rules. The courts of The Hague, Netherlands, shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement and all actions or proceedings seeking to enforce any provision of, or based on any right arising out of, this Agreement (the "**Dispute**").

14.6 **Informal Resolution.** If either Party has an issue regarding this Agreement or its performance by the Parties for which it considers commencing litigation, prior to commencing any such litigation, this Party shall notify the other Party of the issue in writing (**"Notice of Dispute"**). The Parties shall arrange to meet and confer at their board of directors level (or similar top management level) to try to resolve such issue by good-faith negotiations and the use of commercially reasonable efforts within four (4) weeks from the other Party's receipt of the Notice of Dispute. If the Parties are unable to resolve the issue in question amicably within six

(6) weeks from the other Party's receipt of the Notice of Dispute, the Parties shall be free to pursue legal steps in accordance with Section 14.5 to settle the Dispute in question.

14.7 **Amendments.** The terms of all agreements with Content Contributors, including the terms of this Agreement with Content Contributor, may be amended by the managing director of TNO responsible for the GPT-NL Project in collaboration with the Advisory Board in accordance with the rules and procedures set out in the Governance Charter, except for the provisions of Sections 1.26, 4, 5, 6, **Error! Reference source not found.**, 11, 12.1, 13 and 14.6 that may only be amended by mutual agreement in writing, signed by the Parties. Both Parties agree that any such amendment of the terms of this Agreement shall become effective within four (4) weeks upon the Parties' receipt of the written (email suffices) notification of such amendments by the Advisory Board. Notwithstanding the foregoing two sentences, the Parties may amend the terms of this Agreement by mutual agreement in writing, signed by the Parties.

14.8 **Severability**. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. The same shall apply if this Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.

14.9 **Entire Agreement.** This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the rights and obligations under this Agreement. Further verbal or written agreements, arrangements, or commitments with respect to the subject matter of this Agreement do not exist unless amended in accordance with Section 14.8. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements and term sheets pertaining to the subject matter of this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Content Contributor seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. In case there are any conflicts between the different components of the Agreement, they shall take precedence in the following sequence: (1) the Annexes to the Agreement and (2) the main body of the Agreement.

14.10 **Deviating Agreements.** With the exception of the authorized representatives of TNO, none of the employees of TNO are authorized to enter into verbal or other agreements with Content Contributor or make verbal or other commitments deviating from the agreements and commitments of TNO under this Agreement.

14.11 **Interpretation**. The headings of clauses contained in this Agreement are inserted solely for convenience and ease of reference and shall not constitute any part of this Agreement or have any effect on its interpretation or construction. Unless otherwise indicated in this Agreement in Section 1 or by the context or use thereof:

14.11.1 the words "herein," "hereto," "hereof" and words of similar import when used in this Agreement refer to this Agreement and not to any particular Section;

14.11.2 words importing the masculine gender shall also include the feminine and neutral genders, and *vice versa*;

14.11.3 words importing the singular shall also include the plural, and *vice versa*; and

14.11.4 the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation."

14.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

ANNEXES:

Annex 1 – Training Content Deep Dive Survey [to be] Completed by Content Contributor

Annex 2 – Training Content Protocol

Annex 3 – Governance Charter

Annex 4 – Responsible Use Policy

Annex 5 – Data Protection Protocol

Annex 6 – Revenue Sharing Mechanism

Annex 7 – License Restrictions

Signed by the Parties' authorized representatives on the dates below.

NEDERLANDSE ORGANISATIE VOOR TOEGEPAST ONDERZOEK	**[CONTENT CONTRIBUTOR]**
Name: Frans van Ette	**Name:** [Name]
Title: Managing Director	**Title:** [title]
Date:	**Date:** [date]
Signature:	**Signature:**

Annex 1

Training Content Deep Dive Survey (To be) Completed by Content Contributor

Description of the Training Content

Dataset #01

Metadata Field	Data Contributor Response
1.1 Description Organization Dataset	
2.1 Origin Content	
2.2 Topics	
2.3 Languages	
2.4 Quality-assurance	
2.5 Date Created	
2.6 Collection Methods	
2.7 Date Collected	
2.8 Author Dataset	
2.9 Available Metadata	
2.10 Modifications made	
3.1 Personal Data in Set	
3.2 Reason for Personal Data	
3.3 Accuracy Assurance Personal Data	
3.4 Request for Personal Data Removal Implementation	
3.5 Assurance of no confidential/protected information	
3.6 Harmful Data in Set	
4.1 Ethical Review	
4.2 Author Background	
4.3 Diversity Metadata	
4.4 Potential Biases	
4.5 Bias Mitigations	
5.1 Additional Information	

Data Set #02

…

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Annex 2

Training Content Protocol

Available at https://gpt-nl.nl/samenwerken/content-board/

Annex 3

Governance Charter

Available at <https://gpt-nl.nl/samenwerken/content-board/>

Annex 4

Baseline Responsible Use Policy

Available at https://gpt-nl.nl/samenwerken/content-board/

Annex 5

Data Protection Protocol

Available at https://gpt-nl.nl/samenwerken/content-board/

Annex 6

Revenue Sharing Mechanism

Available at *https://gpt-nl.nl/samenwerken/content-board/*

Annex 7

License Restrictions & Other Terms

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.