

Sample Insert Language for Stand-Alone TDM License¹

DEFINITIONS

“Authorized Users” include full and part time employees (including faculty, staff, and independent contractors) and students of Licensee, regardless of the physical location of such persons. Authorized Users also includes patrons not affiliated with Licensee who are physically present at Licensee's site(s) (“walk-ins”).

“Licensed Materials” are the materials identified in **Appendix A** subject to this TDM License.

“Text and Data Mining” or **“TDM”** means to download, extract, analyze, classify, model, or index the Licensed Materials, or information from the Licensed Materials, using computational tools, algorithms, machine learning, artificial intelligence, or automated techniques.

“TDM Outputs” mean the result(s) of any TDM activity or operation, capable of fixation, reproduction and/or communication in any form. This may include but is not limited to: the creation of an index, reference, abstract, description, model, or representation of the Licensed Materials; an algorithm, formula, metric, method, standard, or taxonomy describing or based on the Licensed Materials; a relational expression or measurement of the Licensed Materials; or an extraction, representation, expression, or discussion of any extracts from Licensed Materials upon which TDM has been performed.

GRANT OF LICENSE: Licensee and Authorized Users may conduct TDM on the Licensed Materials for non-profit scholarly, research, or educational purposes. Licensee and Authorized Users may utilize and share the TDM Outputs, or the analysis or derived data from conducting TDM, in their scholarly work and make such TDM Outputs, analysis, or results available for use by others, except to the extent that doing so would substantially reproduce or redistribute the original Licensed Materials for third parties, or create a product for use by third parties that would substitute for the Licensed Materials.

LIMITATIONS ON LICENSEE: Unless otherwise provided for in writing by Licensor, the Licensee and Authorized Users shall:

1. Use commercially reasonable information security standards to undertake TDM, and to mount, load, or integrate TDM Outputs on Licensee's or Authorized Users' servers or equipment.
2. Refrain from creating a competing commercial product or service for use by third parties.
3. Refrain from conducting TDM in a way that unreasonably disrupts the functionality of the Licensed Materials, or substantially interferes with Licensor's ability to provide the Licensed Materials to customers.

¹ Language may also be adapted to strengthen TDM rights when used within an agreement-in-chief, such as California Digital Library's Model License Agreement, available at <https://cdlib.org/cdlinfo/2017/01/25/cdl-model-license-revised/>.

Sample Insert Language to Preserve AI in Usage Restrictions Clauses

Except as expressly stated in this Agreement or otherwise permitted in writing by Licensor, or as permitted by any Creative Commons licenses or public domain dedications applied to the Subscribed Products, the Subscriber and its Authorized Users may not:

1. use the Subscribed Products in combination with an artificial intelligence tool to the extent doing so would: create a competing commercial product or service for use by third parties; unreasonably disrupt the functionality of the Subscribed Products; or reproduce or redistribute the original Subscribed Products to third parties. Artificial intelligence tools may not be used without reasonable information security standards to undertake, mount, load, or integrate the Subscribed Products on Licensee's or Authorized Users' servers or equipment.

Further, *third-party generative* artificial intelligence tools may not be used with the Subscribed Products unless: (i) the tool is used locally in a self-hosted environment or closed hosted environment solely for use by Subscriber or Authorized Users; and (ii) the tool is not trained or fine tuned using the Subscribed Products or any part thereof, unless: such training is made by Subscriber or Authorized Users only; there is no public release or exchange of the trained artificial intelligence tool or its data with a third party; and neither the Subscribed Products nor any part thereof is shared with a third party.

Sample Insert Language to Preserve AI in Authorized Uses Clauses

The Subscriber and its Authorized Users may:

1. use the Subscribed Products in combination with an artificial intelligence tool except to the extent that such usage would: create a competing commercial product or service for use by third parties; unreasonably disrupt the functionality of the Subscribed Products; or reproduce or redistribute the original Subscribed Products to third parties. Artificial intelligence tools shall be used with reasonable information security standards to undertake, mount, load, or integrate the Subscribed Products on Licensee's or Authorized Users' servers or equipment.

Further, to the extent that Licensee or Authorized Users use the Subscribed Products in combination with a *third-party generative* artificial intelligence tool, any such *third-party generative* artificial intelligence tool must: (i) be used locally in a self-hosted environment or closed hosted environment solely for use by Licensee or Authorized Users; and (ii) not be trained or fine tuned using the Subscribed Products or any part thereof, unless: such training is made by Subscriber or Authorized Users only; there is no public release or exchange of the trained artificial intelligence tool or its data with a third party; and neither the Subscribed Products nor any part thereof is shared with a third party.