



September 20, 2022

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William D. O'Connor  
IEEE, Director of Customer Operations  
445 Hoes Lane  
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Email: [w.oconnor@ieee.org](mailto:w.oconnor@ieee.org)

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#### 5. Artificial Intelligence.

(a) Definitions.

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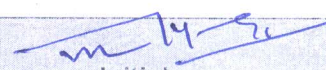
(3) "Machine Learning System" refers to the subset of artificial intelligence, whether now in existence or that may be developed in the future, that uses algorithms to ingest, analyze, and autonomously create models from data fed into a machine learning platform.

(4) "Large Language Model" refers to any machine learning model or system that can recognize, summarize, translate, predict, analyze sentiment, and generate text based on the patterns and relationships it has learned from massive datasets. Examples include, but are not limited to, GPT-3, GPT-4, PaLM 2, or any similar model or system, whether now in existence or that may be developed in the future.

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(1) Unless the express prior written consent of IEEE is obtained, Licensee shall not, and shall cause its employees, agents, and any third party acting on Licensee's behalf not to use any IEEE Content for the purpose of creating, training, enhancing, developing, maintaining, or contributing to any AI, Machine Learning System, or Large Language Model, whether owned by Licensee or any third party. Without limiting the generality of the foregoing, this prohibition includes, but is not limited to, the following actions:

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## 6. Term and Termination.

(a) **Term.** Unless terminated sooner in accordance with Section 6(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term"). Licensee may renew the Agreement for additional twelve (12)-month periods (each, a "Renewal Term") upon written notice to IEEE and payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. In the event that Licensee elects to not renew, Licensee shall notify IEEE at least thirty (30) days prior to the Renewal Term.

(b) **Termination.** Notwithstanding Section 6(a), this Agreement may be terminated as follows:

(1) **Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

(2) **Suspension.** In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account, to the extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement immediately.

(3) *Insolvency.* Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

(c) Events Upon Termination. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles that are in its possession or control. Licensee may continue to use print copies of Articles made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such materials.

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**11. General.**

(a) Notice. Notices given under this Agreement shall be in writing and may be delivered by hand or sent by internationally-recognized courier service, e-mail or fax to the physical address, e-mail address or facsimile number for each party set forth on the first page of this Agreement with a courtesy copy sent to IEEE's General Counsel, Three Park Avenue, 17<sup>th</sup> Floor, New York, New York 10016; email: contract-review@ieee.org. Any such notice shall be deemed successfully given: (1) if delivered personally, at the time of delivery; (2) in the case of an internationally-recognized courier service, on the date of delivery confirmation; or (3) in the case of e-mail or facsimile, at the time of successful transmission.

(b) Assignment. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

(c) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

(d) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(e) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles.

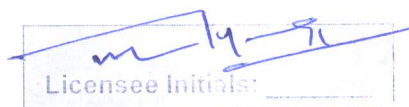
(g) Forum for Disputes. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, "Action") shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County. Each party hereby submits to the personal jurisdiction of such courts with respect to any Action.

(h) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, epidemics, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(i) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(j) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 6(c), 7, 8, 9, 10 and 11.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.


  
Licensee Initials: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the later of the dates set forth below.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED, on behalf of the IEEE COMPUTER SOCIETY

Signature: \_\_\_\_\_  
Name: **EXECUTED BY**  
**William D. O'Connor**  
**IEEE Director of Customer Operations**  
Title: **DECEMBER 28, 2023**  
Date: William D. O'Connor

LICENSEE

Signature:   
Name: VIPIN TYAGI  
Title: PROFESSOR  
Date: 20.12.2023

  
Licensee Initials: \_\_\_\_\_

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- B. IP Address(es) of Authorized Site(s) - if proxy server is used, skip Part B and go to Part C:
- C. IEEE permits Licensee to make use of one or more proxy servers to provide Authorized Users with access to the Licensed Products. Please provide responses to the questions below so that IEEE can accurately monitor authentication and use of the Licensed Products.

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2. IP address(es) of proxy server(s):

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3. Intended use(s) of proxy server(s) - check all that apply:


Load balancing

Provide Remote Access

Other (please specify): Firewall

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Licensee shall: (a) be responsible for verifying the status of Authorized Users; (b) provide lists of valid IP addresses to IEEE and updating such lists promptly as changes are made; and (c) in addition to the security procedures of Section 4 of the Agreement cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE. Licensee represents and warrants that the list of IP addresses provided above is accurate and valid, and all such IP addresses are owned or controlled by Licensee.

  
Licensee Initials: \_\_\_\_\_