UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: OPENAI, INC., COPYRIGHT INFRINGEMENT LITIGATION This Documents Relates to: No. 1:23-cv-08292 (SHS) (OTW) (consol.) No. 1:25-cv-03482 (SHS) (OTW) (consol.)	Civil Action No. 1:25-md-3143

[PROPOSED] MODEL INSPECTION PROTOCOL

Upon the stipulation of the parties, the following protocol will apply to the inspection, review, and/or disclosure of Models produced by OpenAI[1]:

1. For the purposes of this protocol, "Models" shall be defined as the GPT-3.5 Turbo, GPT-4, GPT-4 Turbo, GPT 4o, and GPT-4o Mini models available at https://platform.openai.com/docs/models as well as certain deprecated models (text-davinci-001 and text-davinci-003 (also known as GPT-3.5)) and base models (GPT-3.5 Base and GPT-4 Base)). If the Inspecting Party requests that additional models be made available for inspection, the Parties agree to meet and confer in good faith to discuss the relevance, feasibility, and burden in making such models available.

2. The "Inspecting Party" shall be defined as the two Plaintiff groups in the above captioned actions, including their attorneys of record, agents, retained consultants, experts, and

[1] OpenAI refers to, collectively, Defendants OpenAI, Inc., OpenAI, L.P., OpenAI L.L.C., OpenAI OpCo, L.L.C., OpenAI Global L.L.C., OAI Corporation L.L.C., OpenAI Holdings L.L.C., OpenAI GP, L.L.C., OpenAI Startup Fund GP I, L.L.C., OpenAI Startup Fund I, L.P., and OpenAI Startup Fund Management, LLC.

any other persons or organization over which they have control. For avoidance of doubt, the two Plaintiff groups will conduct one combined inspection.

3. Nothing in this Model Inspection Protocol shall alter or change in any way the requirements of any operative Protective Order or Training Data Inspection Protocol or Order. In the event of any conflict, however, this Model Inspection Protocol shall control for any use of the Models made available for inspection.

4. Models shall be produced for inspection and review subject to the following provisions:

a. OpenAI will make the Models available through an API and provide three (3) accounts ("Accounts") and access credentials for those Accounts to each Inspecting Party. OpenAI will provide each Inspecting Party with five consecutive days of access to the models subject to throughput limits separately agreed between the parties. If the Inspecting Party requests additional time to complete its inspection, the Parties agree to meet and confer in good faith to discuss how to address any purported need for additional time. Each party reserves all rights, including the right to seek relief with the Court, if agreement cannot be reached. OpenAI will reasonably cooperate with the Inspecting Party to address any technical concerns the Inspecting Party may have regarding the Accounts and Models provided.

b. The Inspecting Party is responsible for all activities that occur under its use of the Models and Accounts. The Inspecting Party may not make Account access credentials available to third parties or resell or lease access to the Inspecting Party's Accounts.
The Inspecting Party will promptly notify OpenAI if it becomes aware of any unauthorized access to or use of the Inspecting Party's Accounts or OpenAI's Models. Notwithstanding anything contained herein to the contrary, OpenAI acknowledges and agrees that the Inspecting

Party may access and inspect the Models in order to ascertain whether and to what extent the Models use, rely, embody, or reproduce the Inspecting Party's content and other intellectual property.

c. OpenAI owns all right, title, and interest in and to the Models. The Inspecting Party only receives rights to use the Models as explicitly granted in this Model Inspection Protocol.

d. The Inspecting Party will not:

i. use the Models in a manner that violates any applicable laws or this Model Inspection Protocol;

ii. use the Models in a manner that infringes, misappropriates, or otherwise violates any third party's rights;

iii. send OpenAI any personal information of children under 13 or the applicable age of digital consent or allow minors to use OpenAI's Models without consent from their parent or guardian;

iv. reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Models, algorithms, and systems of the Models (except to the extent these restrictions are contrary to applicable law);

v. use output from the services based on the input ("Output") to develop any artificial intelligence models that compete with OpenAI products and services;

vi. buy, sell, or transfer API keys from, to or with a third party;

vii. interfere with or disrupt the Models by circumventing any rate limits or restrictions for the Models other than those concerning generation of copyrighted content; or

viii. violate or circumvent usage limits or otherwise configure the Models to avoid usage limits.

e. The Inspecting Party is responsible for all input provided to the Models ("Input") and represents and warrants that it has all rights, licenses, and permissions required to provide Input to the Models. The Inspecting Party is solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for its use case, including by utilizing human review as appropriate.

f. If the Inspecting Party uses the Models to process personal data, the Inspecting Party must (a) provide legally adequate privacy notices and obtain necessary consents for the processing of personal data by the Models, (b) process personal data in accordance with applicable law, and (c) if processing "personal data" or "Personal Information" as defined under applicable data protection laws, execute OpenAI's Data Processing Addendum (available at https://openai.com/policies/data-processing-addendum/) by filling out the form located at https://ironcladapp.com/public-launch/63ffefa2bed6885f4536d0fe.

g. The Inspecting Party agrees not to use the Models to create, receive, maintain, transmit, or otherwise process any information that includes or constitutes "Protected Health Information", as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103), unless the Inspecting Party has signed a Healthcare Addendum and Business Associate Agreement (together, the "Healthcare Addendum") with OpenAI prior to creating, receiving, maintaining, transmitting, or otherwise processing this information.

h. The Inspecting Party agrees that it is responsible for any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a third-party claim related to the Inspecting Party's use of the Models in violation of this Model Inspection Protocol.

i. The Inspecting Party agrees to comply with all applicable trade laws, including sanctions and export control laws. OpenAI's Models may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. OpenAI's Models may not be used for any end use prohibited by applicable trade laws, and the Inspecting Party's Input may not include material or information that requires a government license for release or export.

5. The Inspecting Party does not waive any applicable work-product protection over its use of the Models. OpenAI, including its attorneys of record, agents, retained consultants, experts, and any other persons or organization over which it has control, will not access the contents of any logs or monitor the substance of any other activity associated with the Accounts, which will be subject to work-product production. For avoidance of doubt, nothing in this provision limits OpenAI's ability to access or monitor, for the purposes of estimating its costs and resources used, the aggregated quantitative information about the Inspecting Party's use of the Models, including the amount of GPU allocation used and costs incurred.

6. The Inspecting Parties' searches and outputs shall be subject to a zero-day retention policy on OpenAI's systems.

7. Notwithstanding any provisions of this Model Inspection Protocol or the Protective Order [Dkt. 371] entered on July 25, 2025, the Parties reserve the right to amend this protocol either by written agreement or Order of the Court upon showing of good cause.

IT IS SO STIPULATED, through Counsel of Record.

Dated: February 5, 2026

Respectfully submitted,

/s/ Justin A. Nelson

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CERTIFICATE OF SERVICE

I hereby certify this 5th day of February 2026, I caused a true and correct copy of the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification to the attorneys of record and is available for viewing and downloading.

/s/J. Craig Smyser