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CommonAI

IP LICENCE AND POLICY

Adopted with effect from 16 October 2026

PUBLIC VERSION

CommonAI C.I.C.

Community Interest Company limited by guarantee

Registered and regulated in England and Wales

Company Number: 16148520

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COMMONAI C.I.C. - IP LICENCE AND POLICY

This policy was last reviewed on 16 October 2026.

1. Introduction

i. This policy applies to you (**Member**, **you**, **your**) and sets out the terms on which you, as a Member: (i) provide Collaborative Contributions to a Programme; (ii) provide Independent Contributions to a Programme; and (iii) permit Other Members to use Programme IP.

ii. For a graphical overview please see Appendix 1 of this Schedule.

2. Definitions

i. Any terms which are referred to in this IP Licence and Policy but not defined shall have the meaning given to them in the agreement between you and CommonAI which governs the terms of your membership of CommonAI (the **Member Agreement**) or the Contributor Licence Agreement attached to this IP Licence and Policy.

ii. In this IP Licence and Policy, **Member Background IP** means any and all Intellectual Property owned by you (or licensed to you by third parties) that was conceived, created, developed, generated, made, produced, or first reduced to practice or writing: (a) before the Effective Date of the Member Agreement; (b) not for the benefit of CommonAI or any Other Member in connection with a Programme; or (c) wholly and exclusively outside the scope of the Member Agreement and any Programme. For clarity, neither any Collaborative Contribution nor any Independent Contribution that has been assigned (or that is elected to be assigned) to CommonAI pursuant to Clause 5.ii.d of this IP Licence and Policy shall constitute Member Background IP.

3. Scope of a Programme

i. The aim of any Programme and the terms that apply to such Programme shall be indicated in the Programme's Charter, any Programme-level policies and procedures and as otherwise provided to you by CommonAI, and as further detailed in the "README" file within the Programme's code repository. Changes to a Programme Charter and any Programme-level policies and procedures (and the Programme goals listed in the "README" file) shall only be made in accordance with the approval process set out in the Governance Framework.

ii. You agree to read this IP Licence and Policy, the relevant Programme's Charter and Programme-level policies and procedures (including any other applicable terms) and the "README" file prior to providing any Independent Contribution or Collaborative Contribution in respect of a Programme.

iii. Save as expressly set out in the Agreement (including in the IP Licence and Policy), all right, title and interest in or to the Member Background IP shall remain vested in the Member or its licensors and neither CommonAI nor any Other Member shall acquire any right, title or interest in or to the Member Background IP under or pursuant to the Member Agreement.

4. Your Collaborative Contributions to a Programme

i. In consideration of the rights granted to you under the Member Agreement, you hereby assign to CommonAI absolutely with full title guarantee:

a. all Intellectual Property rights subsisting in the Collaborative Contributions and any other materials or works relating to a Programme that have been created or developed by or on behalf of you or contributed by or on behalf of you (whether or not jointly with CommonAI or Other Members); and
b. all other rights of whatsoever kind or nature to which CommonAI is entitled throughout the world in respect of a Programme.

together the **Assigned Rights**.

ii. For the avoidance of doubt the assignment in Clause 4.i includes, without limitation:

a. the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Assigned Rights;
b. the absolute entitlement to apply to register the Assigned Rights (or any part of them), anywhere in the world in any form whatsoever;
c. an assignment of all rights that you have or may have in relation to any Intellectual Property Rights you co-develop with CommonAI or any Other Member as part of a Programme;
d. all goodwill solely attached to the Assigned Rights;
e. a waiver of all moral rights in the Assigned Rights to the fullest extent permitted by law, including the right to be identified as the author of the Assigned Rights and the right to object to derogatory treatment of the Assigned Rights; and
f. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of the Member Agreement.

iii. You warrant and represent that each of your Collaborative Contributions is your original creation. You represent that your Collaborative Contributions include complete details of any third-party licence or other restriction (including, but not limited to, related patents, inventions and trademarks) of which you are personally aware and which are associated with any part of your Collaborative Contributions.

iv. In so far as the assignment under Clauses 4.i and 4.ii is ineffective to the extent that use of your Collaborative Contribution by CIC or any other Member in accordance with this IP Licence and Policy would infringe a patent owned by you or is ineffective under applicable law anywhere in the world or you fail to comply with Clause 4.iii, you hereby grant to CommonAI, without any restrictions, limitations or requirement of additional remuneration, a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable licence under any and all Assigned Rights to make, have made, use, offer to sell, sell, import, and otherwise transfer the Assigned Rights including (for example) if the Collaborative Contribution (or any part of it) remains with the Member rather than the Representative. If any entity institutes patent litigation against you or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Collaborative Contribution (or any part of it) to which you have contributed,

constitutes direct or contributory patent infringement, then any patent licences granted to that entity for that Collaborative Contribution shall terminate as of the date such litigation is filed. Where you grant CommonAI a licence, you represent that you are legally entitled to grant such licence.

v. Where any of the Collaborative Contribution comprises code you agree and acknowledge that it must be accompanied by a sign -off text. The sign-off text must be included once per commit, in the commit message. The sign-off can be automatically inserted using a command such as “git commit -s,” which will generate the text in the form, *“Signed-Off-By: Mary Smith <marysmith@<programme.name>.org>”.* The name and email in the sign-off should match the name and email in the commit metadata. The meaning of “Signed-Off-By” is defined in the “CONTRIBUTING” file at the root of the repository, which must contain the following text: *By signing-off on this submission, I agree that this submission constitutes a “Collaborative Contribution”.*

vi. Unless required by applicable law or agreed to in writing, you provide your Collaborative Contributions on an "as is" basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.

5. Your Independent Contributions to Programme

i. You acknowledge that the copyright in all new Independent Contributions shall be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign such copyrights to a Programme.

ii. All new inbound Independent Contributions to a Programme must be set out in the "LICENCE" file within the Programme's code repository and provided to CommonAI:

a. using the CLA;
b. using a permissive OSI-approved open source licence (for the avoidance of doubt, no Independent Contributions may be licensed on a copyleft licence);
c. on a "reserved" basis (as set out in Clause 5iv.a.3 of this IP Licence and Policy); or
d. as an "Assigned Right", whereby the relevant Independent Contribution will be assigned to CommonAI on the same basis as the Assigned Rights detailed in Clause 4.i and references to "Collaborative Contribution" will be read as references to "Independent Contribution".

iii. All new Independent Contributions must be accompanied by a sign-off text and any applicable restrictions if tagged as "reserved". The sign-off text must be included once per commit, in the commit message. The sign-off can be automatically inserted using a command such as “git commit -s,” which will generate the text in the form, *“Signed-Off-By: Mary Smith <marysmith@<programme.name>.org>”.* The sign-off will bind the Representative of the Member to licence grants via the Contributor Licence Agreement (Exhibit A). The name and email in the sign-off should match the name and email in the commit metadata. The meaning of “Signed-Off-By” is defined in the

"CONTRIBUTING" file at the root of the repository, which must contain the following text: *By signing-off on this submission, I agree to be bound by the terms of the Contributor Licence Agreement located at the root of the Programme repository, and I agree that this submission constitutes a "Independent Contribution" under that Agreement.*

iv. You agree and acknowledge that all:

a. Independent Contributions shall be governed by the Contributor Licence Agreement (**CLA**) attached to this IP Licence and Policy except where:
   1. such Independent Contribution is provided or is already being provided on a permissive OSI-approved open source licence;
   2. you agree to hereby assign the Independent Contribution absolutely with full title guarantee to CommonAI; or
   3. the Parties have agreed in writing to limit such use of the Independent Contribution whether by field of use or otherwise. This Independent Contribution will be tagged as "reserved"; and

b. Member Materials shall be received by CommonAI in accordance with Clause 7.ii).

v. For the avoidance of doubt, where Member Background IP is contributed to a Programme as an Independent Contribution (other than where it is assigned, or is required to be assigned, to CommonAI pursuant to Clause 5.ii.d of this IP Licence and Policy), then, as with all such Independent Contributions, nothing in the Member Agreement or this IP Licence and Policy shall operate to transfer, assign, or otherwise affect your ownership of it.

6. Your use of Programme IP

Summary (for information only): as a Member, you receive a non-exclusive, worldwide, royalty-free licence to use, develop and modify Programme IP for internal business purposes while your membership remains active, but during each Programme's Embargo Period you must keep the IP confidential, cannot disclose source code or technical details, may only commercialise it in object code form, and cannot distribute IP tagged as "critical", "reserved", or "patentable". At the end of and, in certain cases, during the Embargo Period, the Steering Committee of the relevant Programme determines (on recommendation of the Technical Committee of the relevant Programme) whether Programme IP should be made publicly available under an Open Source Programme Licence (the most usual option), kept restricted among you and Other Members of CommonAI if deemed unsafe for public release, filed as patents for use by you and Other Members of CommonAI, released to you and select Other Members of CommonAI under agreed terms, or retained under embargo for a further period. You only have access to Programme IP from Programmes you actively participate in, and the licence is provided "as is" with no warranties, making you responsible for implementing your own security measures.

i. Subject to Clause 6.iv, in consideration of the Fees, CommonAI hereby agrees to grant to you a non-exclusive, worldwide, royalty free, revocable, non-transferable, sublicensable licence to use, develop and modify Programme IP and any applicable Member Materials for your own internal business purposes for so long as your Member Agreement remains in full force and effect (**CommonAI Collaborative Licence**).

ii. Unless otherwise stated in this IP Licence and Policy, Programme IP is provided to you on an "as is" basis and may only be used by you in accordance with the terms of this IP Licence and Policy.

iii. CommonAI shall not be responsible for any viruses, malware, ransomware, spyware, trojans, worms, bugs, time bombs or other harmful software arising from any Programme IP licensed to or used by you and you are solely responsible for implementing virus checking, anti-malware software and other security provisions and best practices on your hardware and equipment.

iv. You agree and acknowledge that each Programme shall have an Embargo Period but that the Governance Framework, the CommonAI policy on embargo management processes generally (if any) and/or the Programme Embargo Management Process for that Programme (if any) may provide a process for setting a longer or shorter Embargo Period on a case-by-case basis for any Collaborative Contribution or Independent Contribution submitted to that Programme. During the Embargo Period of a Programme you:

a. shall keep any Programme IP (including any Collaborative Contributions and Independent Contributions) confidential and treat them as Confidential Information and continue to treat them as Confidential Information unless such Programme IP is released to the public under an Open Source Programme Licence in accordance with Clause 7 below;
b. shall not disclose the source code, architecture, parameters, weights, hyperparameters and all other related artifacts (including training or evaluation datasets (preprocessing, inference, training scripts), documentation, metadata and supporting tools in respect of any software in or associated with Programme IP (including any Collaborative Contributions and Independent Contributions);
c. may (notwithstanding Clauses 6.iv.a and 6.iv.b) disclose Programme IP during the Embargo Period to a third party where:
   (1) such disclosure is strictly required for professional audit or regulatory purposes (provided you have notified CommonAI reasonably in advance thereof in writing); or
   (2) such disclosure is to a customer or prospective customer of yours and CommonAI has given its prior written consent to such specific disclosure (such consent being at CommonAI's sole and reasonable discretion on a case-by-case basis),

   provided in each case that: (A) prior to any such disclosure, you have entered into a written and legally binding non-disclosure agreement with the relevant third party on terms no less protective of the Programme IP than the confidentiality obligations set out in clause 11 of the Member Agreement; and (B) you shall remain fully responsible and liable for any unauthorised use or further disclosure of Programme IP by any such third party;
d. may (subject to Clause 6.iv.e) commercialise Programme IP (including any Collaborative Contributions and Independent Contributions) in connection with your business in object code form only and always subject to Clause 15.i.a; and
e. may not disclose, distribute or sub-licence any Programme IP (including any Collaborative Contributions and Independent Contributions) even in object

code form which has been tagged as "critical", "reserved" and/or "patentable" and (subject to Clause 6.iv.c above) you must comply with any additional restrictions in respect of such Programme IP that have been set out in the relevant Programme-level policies and procedures approved by CommonAI or formally notified to you by CommonAI in accordance with the Governance Framework.

v. Subject to Clause 6.vii and the Governance Framework, during and/or following the Embargo Period, the Technical Committee of the relevant Programme shall evaluate and make recommendations to the Steering Committee of the relevant Programme as to whether some or all Programme IP (including any Collaborative Contributions and Independent Contributions by you) should be:

a. released to the public following approval by the Board of Directors on an Open Source Programme Licence (as defined in Clause 7.i)) and in accordance with Clause 7 below;
b. made available to you and Other Members participating in the relevant Programme under licensing terms to be agreed in accordance with the approval process set out in the Governance Framework. This would be the case where any Programme IP may be deemed unsafe to be released to the public. For example, such Programme IP may be critical to national security. This type of Programme IP will be tagged as "critical" (see Clause 8);
c. used by CommonAI in the process of filing and registering a patent for use by you and all Other Members (of any Programme), without charge, for so long as your Member Agreement remains in full force and effect. This type of Programme IP will be tagged as "patentable" (see Clause 9);
d. made available to you and select Other Members participating in the relevant Programme under licensing terms to be agreed in accordance with the approval process set out in the Governance Framework. This would be the case where any Programme IP is tagged as "reserved" (see Clause 10).

vi. The Technical Committee's recommendations shall be referred to the Steering Committee of the relevant Programme which shall determine the outcome in accordance with the approval process set out in the Governance Framework.

vii. Where any Programme IP has been tagged as "reserved", you and the Other Members who have provided such Independent Contributions shall work with the Technical Committee of the relevant Programme to make recommendations to the Steering Committee of the relevant Programme to determine what form the Independent Contribution should be released under following the Embargo Period.

For the avoidance of doubt, you agree and acknowledge that, subject to Clause 6.v.a, you will not have access to Programme IP of other CommonAI Programmes in which you are not participating (see Schedule 4 (*CommonAI hypothecation principles*) for more information).

7. This section applies to Programme IP released to the public on a permissive OSI-approved Open Source licence

i. For the avoidance of doubt, following (and during, (if applicable)) the Embargo Period, where any Programme IP approved by the Board of Directors is released to the public

on a permissive OSI-approved Open Source Software licence (**Open Source Programme Licence**), CommonAI shall grant you a licence to the Programme IP in accordance with the terms of such Open Source Programme Licence. You agree and acknowledge that you shall comply with the terms of such Open Source Programme Licence, which shall be set out in the relevant "LICENCE" file within the open-source code repository of the relevant Programme. For the avoidance of doubt, OSI-approved open-source licences that are copyleft in nature will not be used (and do not qualify as an Open Source Programme Licence).

ii. You agree and acknowledge that any Member Materials received by CommonAI and made available to a Programme shall (following (and during, (if applicable)) the Embargo Period) be licensed to the public under the Creative Commons Attribution 4.0 International License (available at https://creativecommons.org/licenses/by/4.0/) (**CC BY 4.0**) or such other licence (including Apache 2.0) as decided in accordance with the approval process in the Governance Framework.

iii. Following termination or expiry of your Member Agreement, or upon leaving a Programme in accordance with the Member Agreement, you may continue to use any Programme IP in accordance with the terms of the Open Source Programme Licence.

8. This section applies to Programme IP tagged as "critical"

i. Following (and during, (if applicable)) the Embargo Period, where any or all Programme IP has been determined to be unsafe for release to the public, the Steering Committee shall consult on appropriate licensing terms in respect of such Programme IP following (and during, (if applicable)) the Embargo Period in accordance with the approval process set out in the Governance Framework and notify you and Other Members of the relevant Programme accordingly which may include no rights to commercialise the Programme IP. Where we grant you any sub-licensing rights, you shall ensure that you only sub-licence the Programme IP in accordance with Clause 15 below and any other instructions provided to you by us.

ii. Any rights that you may have to use Programme IP shall be determined in accordance with the approval process set out in the Governance Framework and you agree to comply with the terms of such licence, which shall be granted to you for so long as your Member Agreement remains in full force and effect.

iii. Following termination or expiry of your Member Agreement, or upon leaving a Programme in accordance with the Member Agreement, you shall immediately cease:

a. all exploitation of any such Programme IP (unless you have agreed a separate licence with CommonAI subject to payment by you of any fees agreed in accordance with clause 14.4.8(a) of the Member Agreement); and
b. usage of all Programme Trade Marks and (if your Member Agreement has been terminated or has expired) CommonAI Trade Marks as soon as reasonably practicable (unless expressly permitted otherwise in the Programme Trade Mark Usage Policies and the CommonAI Trade Mark Usage Policy).

9. This section applies to Programme IP tagged as "patentable"

i. Where any or all Programme IP has been determined to be suitable for patent protection, CommonAI shall take such steps that are reasonably required to protect, register and maintain any protection for the Programme IP, including filing and prosecuting patent applications for any of the Programme IP and take any action in respect of any alleged or actual infringement of any of the Programme IP. CommonAI shall be responsible for any costs and expenses incurred in relation to the filing and prosecution of such patent or other applications, including patent agents' fees, as a result of any decision to apply for, or to maintain, any patent or other protection of any of the Programme IP. Programme IP tagged as "patentable" shall be re-tagged as "requires-patent-licence" once the relevant patent application has been filed.

ii. Where you (or your Representative) have provided any Contribution to the Programme IP that will be patented:

    a. you agree to provide us with the names and details of any Representatives who have provided such Contribution for the purposes of registration requirements; and
    b. you may (in exceptional circumstances) be eligible to receive a royalty fee (in accordance with clause 6.2 of your Member Agreement) if CommonAI receives revenue directly attributable to commercialisation of the Licensed Patent from CAIH.

iii. Following (and during, (if applicable)) the Embargo Period and for so long as your Member Agreement remains in full force and effect, CommonAI hereby grants you a royalty free, non-transferable, sublicensable licence to use the Licensed Patents (in relation to any Programme IP tagged as "requires-patent-licence") in object code form only in the territory (as notified to you by CommonAI) in connection with your business and always subject to Clause 15.i.a. You may commercialise such Programme IP in connection with your business (in object code form only and always subject to Clause 15.i(a)). In (and only in) the case where such a product is intended for use in combination (e.g. a library) you may sublicense your right to use the Licensed Patents (in relation to that product only) to your end customers. CommonAI reserves the right to withhold this royalty-free licence in respect of some or all Licensed Patents in its sole discretion if you are a Silver Member. Where a royalty-free licence is denied, CommonAI will provide reasonable support to you to negotiate with CAIH in good faith a suitable licence to allow you to use some or all of the Licensed Patents.

iv. Following termination or expiry of your Member Agreement, or upon leaving a Programme in accordance with the Member Agreement:

    a. CommonAI will promptly notify CAIH of you ceasing to be a member of CommonAI and will provide reasonable support to you to negotiate with CAIH in good faith a suitable licence to allow you to continue to use Licensed Patents following termination or expiry of your Member Agreement (or upon you leaving a Programme in accordance with the Member Agreement) in consideration for payment to CAIH of a fee in line with market value (as determined by CAIH in its sole discretion);
    b. you shall immediately cease all exploitation of any such Programme IP (unless you have agreed a separate licence with CAIH (or its successors in

title and permitted assigns) in accordance with Clause 9.iv.a and as described in clause 14.4.8(b) of the Member Agreement; and

c. you shall immediately cease usage of all Programme Trade Marks and (if your Member Agreement has been terminated or has expired) CommonAI Trade Marks as soon as reasonably practicable (unless expressly permitted otherwise in the Programme Trade Mark Usage Policies and the CommonAI Trade Mark Usage Policy).

10. This section applies to Programme IP tagged as "reserved"

i. Where you have tagged an Independent Contribution as "reserved", you will work with the Technical Committee and the Steering Committee of the relevant Programme during the Embargo Period to determine the appropriate licensing terms in respect of such Programme IP following the Embargo Period to select Other Members of a Programme.

ii. Following termination or expiry of your Member Agreement, or upon leaving a Programme in accordance with the Member Agreement, you shall immediately cease:

a. all exploitation of Programme IP tagged as "reserved" that has been contributed by Other Members (unless you have agreed a separate licence with CommonAI subject to payment by you of any fees agreed in accordance with clause 14.4.8 of the Member Agreement); and

b. usage of all Programme Trade Marks and (if your Member Agreement has been terminated or has expired) CommonAI Trade Marks as soon as reasonably practicable (unless expressly permitted otherwise in the Programme Trade Mark Usage Policies and the CommonAI Trade Mark Usage Policy).

11. Expiry or termination of the Member Agreement (or leaving a Programme), including prior to the end of the Embargo Period

i. If the Member Agreement is terminated or expires prior to the end of any applicable Embargo Period, or if you leave a Programme in accordance with the Member Agreement prior to the end of any applicable Embargo Period for that Programme, you may (subject to clauses 6.iv and 11.ii, and to payment by you of any fees agreed in accordance with clause 14.4.8 of the Member Agreement) continue to use the Programme IP in object code version only in its current state of development and at all times subject to the CommonAI Collaborative Licence (or such other licence as may have been agreed between the parties to the Member Agreement).

ii. Clause 11.i shall not apply if the Member Agreement is terminated by CommonAI pursuant to clauses 14.2 or 14.3 of the Member Agreement.

iii. Nothing under this IP Licence and Policy or the Member Agreement shall restrict your continued use, on a free-of-charge basis, of any Independent Contributions licensed by you in connection with a Programme (including in respect of any patent rights subsisting in such Independent Contributions), whether or not your Member Agreement has been terminated or has expired, or you have left a Programme in accordance with the Member Agreement prior to the end of any applicable Embargo Period for that Programme. This provision applies only to your own Independent Contributions and does not extend to Collaborative Contributions or to Independent

Contributions provided by Other Members or that have been assigned, or are required to be assigned, to CommonAI pursuant to Clause 5.ii.d.

12. Use of CommonAI Trade Marks and Programme Trade Marks

i. Please see our CommonAI Trade Mark Usage Policy available here: https://commonai.org/policies/approved/trademark-usage-policy.html as may be updated from time to time and will set out how you can use CommonAI Trade Marks.

ii. Each Programme will have its own Programme Trade Mark Usage Policy. These may be updated from time to time and will set out how you can use Programme Trade Marks. Please review the Programme Trade Mark Usage Policy for any Programmes you participate in.

13. Third Party Technology

i. If any Programme IP includes Third Party Technology, CommonAI shall procure a right for you to use such Third Party Technology. You understand and agree that such Third Party Technology will be subject to the relevant terms and conditions of a third party provider (including all end-user licensing agreements and service support agreements) (**Third Party Agreements**) and that in such instances, your enjoyment and receipt of such Third Party Technology will be subject to the Third Party Agreements. CommonAI will use all reasonable efforts to notify you in advance of the use of any Third Party Technology.

14. No implied licence

i. Nothing in this IP Licence and Policy shall be deemed to constitute the grant of any licence or other right to either party to the Member Agreement in respect of any technology or Intellectual Property Rights of the other party to the Member Agreement, except as expressly set out in this IP Licence and Policy, and no licence shall be created under this IP Licence and Policy by implication. Except with respect to the rights granted in this IP Licence and Policy and the Agreement, and unless agreed to separately in writing, the parties to the Member Agreement acknowledge that all Intellectual Property Rights that any of them owns as of the Effective Date or acquires or subsequently develops in connection with its separate business shall remain and be the separate property of such party concerned.

15. Sub-Licences

i. Where you have the right to grant sub-licences under this IP Licence and Policy in respect of the Programme IP you shall ensure that:

a. any Programme IP is licensed in object code form only and you have taken reasonable steps (including appropriate technical measures) to prevent the sub-licensee from being able to reverse engineer to gain access to the source code. You will ensure such sub-licence includes an express obligation on the sub-licensee not to decompile, decipher, disassemble, reverse engineer or otherwise attempt to derive or gain access to the source code of Programme IP or any part thereof;

b. any sub-licence shall be in writing on terms consistent with this IP Licence and Policy (but excluding the right to grant further sub-licences);
c. any sub-licence shall: (x) include appropriate attribution requirements in respect of the Programme IP in accordance with this IP Licence and Policy; (y) ensure that usage of any and all Programme Trade Marks and CommonAI Trade Marks are in accordance with the relevant Programme Trade Mark Usage Policies and the CommonAI Trade Mark Usage Policy.
d. any sub-licence shall automatically terminate on the termination or expiry of your Member Agreement, save to the extent that under the terms of your Member Agreement such sub-licence shall survive;
e. you shall promptly notify CommonAI in writing of any material breach by a sub-licensee of a sub-licence that is related to Programme IP or the rights of CommonAI under this IP Licence and Policy and the Agreement; and
f. you remain liable to CommonAI for all your obligations under your Member Agreement and for all acts and omission of any sub-licensee as if they were your own acts or omissions.

16. Enforcement and defence of Programme IP

i. You shall promptly, once you become aware, give notice to CommonAI in writing of the full particulars (excluding any information which is legally privileged) in your possession regarding:

a. any infringement, suspected infringement, or unauthorised use of any of the Programme IP by any third party (**Infringement**); or
b. any actual or threatened claim that any Programme IP is invalid, any actual or threatened opposition to any Programme IP, or if any person applies for, or is granted, a patent by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted under your Member Agreement, or any other form of claim on or challenge to Programme IP.

ii. Under no circumstances shall CommonAI be expected or required to undertake any action on behalf of a Programme that is inconsistent with the regulated not-for-profit status or community purpose of CommonAI.

17. Maintenance and prosecution of Licensed Patents

i. CommonAI may abandon any of the Licensed Patents or allow any of them to lapse, provided that prior written notice is provided to you and all Other Members of a Programme by CommonAI in accordance with the process set out in the Governance Framework.

18. Changes to this IP Licence and Policy

i. The Board of Directors may update this IP Licence and Policy from time to time and shall not require your prior consent or agreement, or the prior consent or agreement of any Other Member or any other person, to do so. CommonAI shall give you not less than sixty (60) days' prior written notice of the changes.

Exhibit A

Contributor Licence Agreement ("CLA") v1.0

You accept and agree to the following terms and conditions for your present and future Independent Contributions submitted to the Programme, other than those marked as "reserved" and other than any Independent Contributions that have been assigned, or are required to be assigned, to CommonAI pursuant to Clause 5.ii.d. Except for the licence granted herein to the Programme and recipients of software distributed by the Programme, you hereby reserve all right, title, and interest in and to your Independent Contributions.

1. Grant of Copyright Licence. Subject at all times to the terms and conditions of this CLA and the CommonAI IP Licence and Policy as amended from time to time, you hereby grant to CommonAI, and to other Members participating in the Programme (only for so long as they continue to be Members and to participate in the Programme), a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright licence to reproduce, adapt, convert, modify, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Independent Contributions and such derivative works.

2. Grant of Patent Licence. Subject at all times to the terms and conditions of this CLA and the CommonAI IP Licence and Policy as amended from time to time, you hereby grant to the Programme and to recipients of the Work distributed by the Programme a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent licence to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such licence applies only to those patent claims licensable by you that are necessarily infringed by your Independent Contribution(s) alone or by combination of your Independent Contribution(s) with the Work to which such Independent Contribution(s) was submitted. If any entity institutes patent litigation against you or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Independent Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licences granted to that entity under this CLA for that Independent Contribution or Work shall terminate as of the date such litigation is filed.

3. You represent that you are legally entitled to grant the above licence. If your employer(s) has rights to Intellectual Property that you create that includes your Independent Contributions, you represent that you have received permission to make Independent Contributions on behalf of that employer, that your employer has waived such rights for your Independent Contributions to the Programme, or that your employer has executed a separate corporate CLA with the Programme.

4. You represent that each of your Independent Contributions is your original creation (see section 6 for submissions on behalf of others). You represent that your Independent Contribution submissions include complete details of any third-party licence or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of your Independent Contributions.

5. You are not expected to provide support for your Independent Contributions, except to the extent you desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, you provide your Independent Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

6. Should you wish to submit work that is not your original creation, you may submit it to the Programme separately from any Independent Contribution, identifying the complete details of its source and of any licence or other restriction (including, but not limited to, related patents, trademarks, and licence agreements) of which you are personally aware, and conspicuously marking the work as *"Submitted on behalf of a third-party: [named here]".*

7. You agree to notify the Programme of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

APPENDIX 1

This diagram is published separately by CommonAI and is incorporated into executed Member Agreements.