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COMMONAI MEMBER AGREEMENT

PUBLIC VERSION
[MEMBER'S NAME]

Template adopted with effect from 16 October 2026

This document is published for transparency. Certain commercial terms and operational contact details have been omitted. It is not an offer and does not constitute an executed agreement. The terms of any executed Member Agreement and the applicable versions of CommonAI's policies and Programme documents prevail.

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 Member Agreement

Agreement Details

Effective Date: the date of last signature, being ……2026

CommonAI:	**CommonAI C.I.C**. (company number 16148520).
CommonAI's address:	C/O Mishcon De Reya LLP, Four Station Square, Cambridge, United Kingdom, CB1 2GE
CommonAI's contact details:	Relationship management: [Details to be supplied in the executed Member Agreement] Notices: [Details to be supplied in the executed Member Agreement] Finance: [Details to be supplied in the executed Member Agreement]
Member:	[COMPANY NAME], a company incorporated and registered in [COUNTRY] (company number [NUMBER])
Member's address:	[POSTAL ADDRESS]
Member's contact details:	Relationship management: [NAME AND EMAIL ADDRESS] Invoices: [EMAIL ADDRESS FOR INVOICES] Notices: For the attention of: [NAME] Address: [POSTAL ADDRESS] Email: [EMAIL ADDRESS]
Member Tier:	[Platinum OR Gold OR Silver]
Member Benefits:	As set out in Schedule 1 for the Member Tier applicable to the Member.
Member size classification:	As at Effective Date: [Large / Medium / Small / Micro / Academic] (For classification details, see Schedule 2)
Fees:	The applicable Fees will be specified in the executed Member Agreement. as further detailed in clause 5 of the Agreed Terms (including annual review) and Schedule 2.
Programme proposed by Member:	*[For Platinum Members proposing a Programme: include following text]* The Member has proposed, and CommonAI has agreed to put to its Board of Directors, the creation [or continuation] of a

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	Programme called '[insert name]' to be governed by its Programme Charter under the Governance Framework. *[OR (if the Programme was already approved by CommonAI Board of Directors)]* The Member has proposed, and CommonAI has agreed to, the creation [or continuation] of a Programme called '[insert name]' to be governed by its Programme Charter under the Governance Framework. *[For non-Platinum Members, or Platinum Members not proposing a Programme: include:]* Not applicable.
Participation in Programmes and allocation of fees:	The Member's participation in Programme(s) and allocation of fees between them shall be (unless and until amended in accordance with the Agreed Terms): • [[xxx] Programme: fee allocation to be specified in the executed Member Agreement] • [[xxx] Programme: fee allocation to be specified in the executed Member Agreement]
Agreed FTE(s) made available to Programme(s):	The Member will make available suitably qualified full time equivalent engineering resource to work on Programme(s) in which the Member is participating at a level agreed with CommonAI and as specified in the executed Member Agreement.
Special Terms:	[NONE] [*or if any Special Terms are required, please include the following paragraph and list the Special Terms required:*] [The following Special Terms apply to this Agreement. If there is any conflict or ambiguity between a Special Term and any other provision of this Agreement, the Special Term shall take precedence. **Special Term 1: [Description]** [*insert Special Term 1*]]

1. This Agreement is made up of the following:

(a) The Agreement Details;

(b) The Agreed Terms;

(c) The IP Licence and Policy (Schedule 3); and

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(d) The other Schedules specified in the Agreement Details and/or in the Agreed Terms.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by …….	.....
for and on behalf of **CommonAI C.I.C.**	Director
Signed by …….	.....
for and on behalf of **[FULL LEGAL NAME OF MEMBER]**	Director / Authorised signatory

AGREED TERMS

1. DEFINITIONS

1.1 In this Agreement, the following words shall have the following meanings:

Academic has the meaning given in paragraph 5 of Schedule 2 (as amended by CommonAI from time to time);

Account means a Google Workspace account, a counterpart chat account and a counterpart GitHub account, or any equivalent or similar accounts provided by CommonAI to the Member in accordance with this Agreement and the Accounts Policy;

Accounts Policies means the Programme Accounts policy and the CommonAI Accounts policy in force from time to time and available here: https://commonai.org /policies/approved/commonai-accounts-policy.html and https://commonai.org /policies/approved/programme-accounts-policy.html;

Board of Directors means the directors of CommonAI appointed in accordance with its articles of association;

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

CAIH has the meaning given to it in clause 6.2;

Code of Conduct means the CommonAI Code of Conduct in force from time to time and available here https://commonai.org/code-of-conduct.html;

Collaborative Contribution(s) means any contribution provided by any FTE(s) of the Member or an Other Member as part of their participation in the collaborative engineering model (including any Programme) using an accredited commonai.org email address, a <programme.name>.org email address and/or anything specifically provided to or in connection with a Programme;

CommonAI has the meaning given to it in the Agreement Details;

CommonAI Account means a commonai.org Account;

CommonAI Compute Terms means the payment and other terms made available by CommonAI to the Member from time to time;

CommonAI Collaborative Licence shall have the meaning set out in clause 6(i) of the IP Licence and Policy in Schedule 3;

CommonAI General Roles Policy means the CommonAI general roles policy available at https://commonai.org/policies/approved/general-roles-policy.html;

CommonAI Trade Marks means the CommonAI trade marks set out in the CommonAI Trade Mark Usage Policy;

CommonAI Trade Mark Usage Policy means the CommonAI trade mark usage policy available at https://commonai.org/policies/approved/trademark-usage-policy.html;

Contract Year means each 12-month period starting on the Effective Date or an anniversary of it;

Contribution means an Independent Contribution or a Collaborative Contribution;

Contributor Licence Agreement or **CLA** means the agreement set out in Exhibit A to the IP Licence and Policy;

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **Change of Control** shall be interpreted accordingly;

Confidential Information means information that:

(a) a Party discloses to the other Party under this Agreement; and/or

(b) that any Other Member discloses to one or both of the Parties,

and that is marked as confidential or would normally be considered confidential information under the circumstances (including, but not limited to, the business affairs, clients, product information, Independent Contributions, Collaborative Contributions, know-how, designs, hardware, or software of the disclosing Party or Other Member);

Data Protection Laws means (i) all applicable data protection and privacy legislation in force from time to time in the UK, including the assimilated EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**), the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**), or any successor legislation and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Effective Date has the meaning given to it at clause 2.1;

Embargo Period means, in respect of a Collaborative Contribution or an Independent Contribution, a period of 12 months from the date that Collaborative Contribution or Independent Contribution is submitted to a Programme or such other period (including any applicable renewal periods) as determined in accordance with the IP Licence and Policy, any CommonAI policy on embargo management processes generally, and any Programme Embargo Management Process for the relevant Programme;

Fees means the fees payable by the Member to CommonAI under this Agreement, as set out in the Agreement Details, clause 5 of the Agreed Terms and Schedule 2;

FTE means 'full-time equivalent' and '**FTE(s)**' means 'full-time equivalent(s)'. In each case, in this Agreement **FTE/FTE(s)** refers to the engineering resources of appropriate technical ability of the Member that are made available by the Member to work on Programme(s) in which the Member is participating; the Member's FTE(s) may be made available through one person full-time or by several persons part-time so that its overall engineering resource made available to Programme(s) is in accordance with the Agreement Details and clause 4.1.3;

Governance Framework: means the governance framework setting out the governance of CommonAI (including Programmes) in force from time to time and available here: https://commonai.org/policies/approved/governance-framework.pdf;

Independent Contribution(s) means any original work of authorship, including any modifications or additions to an existing work, that is (a) intentionally submitted by or on behalf of the Member to a Programme for inclusion in, or documentation of, any of the products managed by a Programme (the **Work**); or (b) Work created within a Programme by a Representative of a Member that is an Academic and which is intended for later publication. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to a Programme or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, a Programme for the purpose of discussing and improving the Work, but excluding (i) communication that is conspicuously marked or otherwise designated in writing by the Member as "Not a Contribution"; and (ii) Collaborative Contributions;

Initial Term has the meaning given to it in clause 2.1;

Intellectual Property or **IP** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IP Licence and Policy means the IP Licence and Policy set out in Schedule 3 and as amended by CommonAI from time to time;

Licensed Patents means any and all patent applications filed by or on behalf of CommonAI, the subject matter of which includes or relates to any and all Programme IP; and together with any continuation applications, divisional applications or continuation-in-part applications relating to any of the foregoing, any national or international patent applications claiming priority from any of the foregoing, any patents granted or issued in respect of any of the foregoing, any re-issues, renewals or re-examinations of any of the foregoing, and any extensions of the exclusivity granted in connection with any of the foregoing; in each case owned or controlled by CommonAI;

Member has the meaning given to it in the Agreement Details;

Member Benefits means the benefits the Member receives from CommonAI in consideration for payment of the Fees as further detailed in Schedule 1;

Member Materials means all documents, information and other materials in any form, in each case primarily intended for human review, and whether owned by the Member, an Other Member or a third party, which are provided by the Member or an Other Member to CommonAI in connection with a Programme. For the avoidance of doubt, human-readable training or evaluation datasets are not Member Materials;

Open Source Software means any software programs included in the Software, which are licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition which can be found at https://opensource.org/docs/definition.php;

Other Member(s) means a person (other than the Member) that has entered into an agreement (such as this) with CommonAI to govern the terms of its membership of CommonAI and its participation in one or more Programmes as a member of CommonAI, for so long as such member agreement remains in full force and effect;

Parties means CommonAI and the Member; and '**Party**' shall mean either one of them, as the case may be;

Portfolio Company has the meaning given in paragraph 4 of Schedule 2 (as amended by CommonAI from time to time);

Programme means any collaborative programme of CommonAI on which the Member and/or any Other Member has agreed to collaborate (with CommonAI and with any Other Member(s)) in the context of its membership of CommonAI;

Programme Account means a <Programme-Name>.org Account;

Programme Charter means, for each Programme, the charter that describes the aim(s) of the Programme and the terms that apply to that Programme (as amended from time to time);

Programme Embargo Management Process means, for each Programme, the document governing the process for setting embargo periods and for releasing (to the public or otherwise) and/or patenting Programme IP at the end of, and in certain cases during, any applicable Embargo Period, in accordance with the Governance Framework and CommonAI policies (including the IP Licence and Policy and any CommonAI policy on embargo management processes generally);

Programme Roadmap means a roadmap that defines, on at least an annual basis, the current workplan for each Programme, including high-level targets, major milestones and overall prioritisation of target features;

Programme IP means Independent Contributions, Collaborative Contributions, Member Materials, Licensed Patents and any and all Intellectual Property that is first conceived or first reduced to practice by the Parties and/or Other Members in respect of a Programme;

Programme Trade Marks means the Programme-specific trade marks as may be governed by the applicable Programme Trade Mark Usage Policy;

Programme Trade Mark Usage Policy means a Programme-specific trade mark usage policy made available from time to time at https://commonai.org/policies/approved/programme-trademark-usage-policies.html;

Representatives means, in relation to a Party, its employees, officers, representatives, contractors, subcontractors and advisers, provided always that they have entered into binding legal terms in writing to govern their relationship with that Party;

Sanctions Controls means any and all sanctions and anti-boycott laws, regulations, orders, directives, designations, licenses, and decisions of any other country with jurisdiction over activities undertaken in connection with this Agreement (as may be amended and supplemented from time to time);

Steering Committee means the sub-committee of the Board of Directors called a Steering Committee for a specific Programme, as more particularly described in the Governance Framework;

Term has the meaning given to it in clause 2.1;

Third Party Technology means any third-party software, products, models, or solutions (including any modification or customisation for implementation thereof provided by CommonAI in connection with a Programme);

Trade Controls means any and all export control laws, regulations, orders, directives, designations, licenses, and decisions of any other country with jurisdiction over activities undertaken in connection with this Agreement (as may be amended and supplemented from time to time), including without limitation:

(a) the laws and regulations administered by the U.S. Department of State, Directorate of Defense Trade Controls, including without limitation the Arms Export Control Act and International Traffic in Arms Regulations ("**ITAR**");

(b) the laws and regulations maintained by the U.S. Department of Commerce, Bureau of Industry and Security, including without limitation the Export Administration Regulations ("**EAR**"); and

(c) the export control laws and regulations issued by the EU, including without limitation the Council Common Position 2008/944/CFSP of 8 December 2008 defining common rules governing control of exports of military technology and equipment in combination with the Common Military List of the EU and Council Regulation (EC) No. 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfers, brokering and transit of dual-use items and any national laws and regulations of the EU Member States implementing those; and

Work shall have the meaning given to it in the definition of "Independent Contribution".

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the date that it is last signed by the Parties (the **Effective Date**) and, unless terminated by either Party in accordance with clause 14, shall continue for an initial period of two years (the **Initial Term**). Thereafter, this Agreement will automatically renew for successive one-year periods until it is terminated by either Party in accordance with clause 14. The Initial Term together with any renewal terms shall be together referred to as the **Term**.

3. MEMBER BENEFITS

3.1 In consideration of the Member's payment of the Fees, CommonAI shall provide the Member Benefits to the Member during the Term and in accordance with the terms of this Agreement.

3.2 The Member shall receive and use the Member Benefits in accordance with the terms of this Agreement in respect of the Programmes in which it is participating at any given time, as follows:

3.2.1 initially and unless amended in accordance with this clause 3.2, the Programmes in which the Member is participating are as set out in the Agreement Details;

3.2.2 the Member may request to change the Programmes in which it is participating (and the allocation of its Fees and FTE(s) between Programmes) as follows:

(a) the Member may, with the prior agreement of CommonAI in writing, make a change to the Programmes in which it is participating as of any anniversary of the Effective Date of this Agreement; where it does so, the Member may re-allocate its Fees for the years after that anniversary date; or

(b) the Member may, with the prior agreement of CommonAI in writing, make a change to the Programmes in which it is participating at any other time as of a date agreed with CommonAI; but where it does so, it may not re-allocate the Fees already agreed and must pay any additional fees required to participate in any additional Programmes for the remainder of that Contract Year, following which it may re-allocate its Fees for subsequent years. The Member may request to re-allocate its FTE(s) (or part of its FTE(s)); this may be agreed by CommonAI at its sole discretion.

3.3 The Member grants CommonAI a non-exclusive, non-transferable, non-sublicensable licence to use the Member's name and logo for the purpose of CommonAI's promotional and marketing materials.

3.4 The Member has no right to sub-licence, assign or otherwise deal with or dispose of any of the Member Benefits without the prior written consent of CommonAI.

3.5 CommonAI may change the Member Benefits by giving at least sixty (60) days' prior written notice to the Member.

3.6 Where the Member's Member Benefits include an ability for any of the Member's Portfolio Companies to join CommonAI as an Other Member under a member agreement with CommonAI at a discount on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8):

3.6.1 the Member will notify the Board of Directors in writing of any such Portfolio Company wanting to join CommonAI as an Other Member; and

3.6.2 in accordance with paragraph 5.3.8 of the Governance Framework, the Board of Directors will determine in its sole discretion whether to admit the Portfolio Company as an Other Member, and retains the right to refuse to admit such Portfolio Company as an Other Member, including but not limited to, where it considers this is not in the best interests of CommonAI in furtherance of its community purpose, or more broadly in the best interests of the community CommonAI was set up to serve.

3.7 Nothing in this Agreement shall prevent CommonAI from:

3.7.1 limiting access to any Programme to Members which have entered into a separate, Programme-specific member agreement with CommonAI;

3.7.2 setting and updating the terms of separate Intellectual Property policies for any Programme, which govern the terms on which Intellectual Property is contributed to a Programme and subsequently licensed;

3.7.3 setting and updating the terms of separate data protection policies for any Programme, which govern the terms on which personal data is contributed to a Programme and subsequently used; and

3.7.4 providing services to third parties (including, but not limited to, individual Other Members) under separate agreements.

4. MEMBER OBLIGATIONS

4.1 The Member shall:

4.1.1 comply (and procure that its Representatives comply) with the IP Licence and Policy, the Governance Framework, the Code of Conduct, any applicable Programme Charters and any other applicable policies notified to it by or on behalf of CommonAI during the term of the Agreement (including, on request by CommonAI, signing an adherence letter or similar document to confirm such compliance);

4.1.2 use commercially reasonable endeavours to co-operate and collaborate with CommonAI, with a view to delivering the Programme(s) in which it is participating;

4.1.3 make available to the Programme(s) in which it is participating the FTE(s) which it is expected to make available in accordance with the Agreement Details. For the avoidance of doubt:

(a) any person made available by the Member to work on a Programme as part of the Member's FTE(s) shall remain an employee of the Member, and shall not be employed by or seconded to CommonAI;

(b) instead, the Member shall instruct the relevant person (through existing line management) to follow, when that person is working on the Programme, the task prioritisation order laid out in the Programme Roadmap for the relevant Programme in which the Member is participating (or, with the prior agreement of the relevant Programme Director in writing, to work on tasks laid out in the Programme Roadmap otherwise than in the task prioritisation order); and

(c) the Member may also instruct the relevant person (through existing line management) to carry out other work which is relevant to the Programme but which sits outside of the Programme Roadmap for the relevant Programme in which the Member is participating (e.g., in line with the relevant person's specific role);

4.1.4 procure that its Representatives participating in Programmes (i) exclusively use Programme Accounts to work on and contribute to Programmes, and CommonAI Accounts to work on and contribute to any non-Programme matters relating to CommonAI work more generally, and (ii) refrain from using any accounts provided by the Member for any CommonAI- or Programme-related matters;

4.1.5 procure that its Representatives participating in Programmes who have access to a CommonAI Account or a Programme Account cease to use any such Accounts in accordance with, and follow any procedures set out in, the Accounts Policies;

4.1.6 immediately notify the appropriate person under the Governance Framework (with copy to the CommonAI Governance team via governance@commonai.org) upon

any individual nominated by the Member to the Board of Directors, the Steering Committee, any Technical Committee or any other sub-committee ceasing to be a Representative of the Member;

4.1.7 not, and shall procure that its Representatives participating in Programmes shall not, at any time contribute any Intellectual Property to CommonAI and/or to any Programme that is subject to a copyleft licence as determined by the Open Source Initiative;

4.1.8 not, and shall procure that its Representatives participating in Programmes shall not, at any time contribute any Intellectual Property to CommonAI and/or to any Programme that includes personal data, unless (i) the Programme to which the contribution relates has a data protection policy in place to govern the terms on which personal data is contributed to the Programme and subsequently used, and (ii) the contribution is made in compliance with such data protection policy;

4.1.9 not, and shall procure that its Representatives participating in Programmes shall not, cause CommonAI to enter into any contracts or other arrangements (whether legally-binding or not) with third parties, or hold themselves out as having the authority to do so;

4.1.10 at all times comply with applicable Sanctions Controls and Trade Controls in performing its activities under this Agreement;

4.1.11 (unless agreed otherwise in writing with the Board of Directors) not contribute anything to a Programme which is subject to Trade Controls, and procure that its Representatives do not do so;

4.1.12 not export, directly or indirectly, any technical data acquired from CommonAI or any Other Member (or any products, including software incorporating any such data) in breach of any applicable Trade Controls, and not take any action that may otherwise cause CommonAI to violate Sanctions Controls and/or Trade Controls or put it at risk of becoming subject to sanctions and penalties under Sanctions Controls and/or Trade Controls; and

4.1.13 notify CommonAI of an anticipated Change of Control in writing at least 15 Business Days prior to the Member undergoing such Change of Control, and provide reasonable details to CommonAI of the anticipated Change of Control so as to enable CommonAI to determine whether to exercise its right to terminate this Agreement pursuant to clause 15.3.

4.2 No Party undertakes that any work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of any work guaranteed.

4.3 The Member warrants and represents that, as at the date of this Agreement, it is not subject to Sanctions Controls and neither it nor any of its affiliates, directors, officers or employees are designated on the U.S. Department of Commerce's Bureau of Industry and Security Entity List, Denied Persons List or Unverified List, the U.S. Office of Foreign Assets Control sanctions list, the United Kingdom's Consolidated List of Financial Sanctions Targets, the European Union's consolidated list of persons, groups, and entities subject to EU financial sanctions or restricted measures list, or any United Nations sanctions list, or any other similar list maintained by governmental authorities in the United States, United Kingdom, European Union, or United Nations. The Member agrees to promptly notify CommonAI in writing if it

or any of the related parties mentioned above is added to any such sanctions or entity list during the Term, or if it otherwise becomes subject to Sanctions Controls during the Term.

5. FEES AND PAYMENT

5.1 In support of CommonAI, the Member shall pay the Fees to CommonAI in accordance with this clause 5.

5.2 ***[Delete option as necessary depending on whether the Member is a Portfolio Company of an existing Member]***

[OPTION 1: If the Member is entering into this Agreement with the benefit of a discount, in its capacity as a Portfolio Company of an existing Member]

CommonAI shall be entitled to issue to the Member an invoice for the Fees for the Initial Term as of the Effective Date.

Upon expiry of the Initial Term, and unless the Agreement is terminated by either Party in accordance with clause 14, CommonAI shall be entitled to issue to the Member annual invoices for the Fees on each anniversary of the Effective Date.

Following the Initial Term, the Member is no longer entitled to a discount due to being a Portfolio Company of an existing Other Member. However, in each year where this Agreement renews automatically and without interruption following the Initial Term, CommonAI shall provide the Member a non-compounding discount, at the rate specified in the executed Member Agreement, on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8) for that renewal term.

OR

[OPTION 2: If the Member is entering into this Agreement without the benefit of a discount, as it is not a Portfolio Company of an existing member]

CommonAI shall be entitled to issue to the Member annual invoices for the Fees as of the Effective Date and each subsequent anniversary of the Effective Date.

5.3 The Member shall pay each invoice due and submitted to it by CommonAI within 30 days of issuance to a bank account nominated in writing by CommonAI.

5.4 Unless otherwise agreed by CommonAI and the Member, all invoices and payments shall be in GBP. Where relevant, the currency conversion rate shall be based on the daily spot exchange rate published by the Bank of England as of the date of the relevant invoice.

5.5 All invoices shall be paid in full without any set-off, counterclaim, deduction or withholding of tax (other than as required by law) and amounts listed exclude any applicable value-added tax (VAT) or similar tax.

5.6 Subject to clause 14.1.1, once an invoice has been issued by CommonAI to the Member, it shall be payable by Member and subsequent termination of this Agreement does not affect the obligation by the Member to pay; nor shall the Member be entitled to any refund of Fees for which an invoice has been validly issued.

5.7 All invoices generated in accordance with this clause 5 which are required to be sent by CommonAI may be sent via email to the email address provided by the Member for that purpose.

5.8 CommonAI may adjust the Fees, with effect from any date on which CommonAI is entitled to issue to the Member an annual invoice in accordance with clause 5.2, to:

5.8.1 reflect a change in the Member's size classification (as determined in accordance with Schedule 2) since the last invoice; and/or

5.8.2 reflect inflation and increases or decreases in its cost of supplying the Member Benefits.

CommonAI shall give the Member not less than sixty (60) days' prior written notice of the changes.

5.9 CommonAI may:

5.9.1 at the discretion of its Board of Directors, offer the Member a discount on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8) for any multiple one-year periods of membership which the Member agrees to pre-pay to CommonAI;

5.9.2 at the discretion of its Board of Directors, waive in writing its right to invoice for the Fees in whole or in part and the Member's obligation to pay the Fees in whole or in part for certain period(s); and/or

5.9.3 suspend all Member Benefits until payment has been made in full if the Member fails to make any payment due to CommonAI under this Agreement by the due date for payment.

6. INTELLECTUAL PROPERTY

6.1 The Parties agree that any transfer and/or grant of Intellectual Property rights between the Parties shall be as set out in the IP Licence and Policy.

6.2 Where the Member or a Representative on behalf of the Member provides any Contribution to the Programme IP that is patented by CommonAI and CommonAI receives a royalty fee directly attributable to the commercialisation of the relevant Licensed Patent from CommonAI Holdings Limited or its successors in title and permitted assigns (**CAIH**), CommonAI will (after having deducted any administrative fees incurred in the normal course of its dealings in this respect) pay a proportion of the royalty fee received to the Member. The Member will then pay the appropriate part of such royalty fee it has received from CommonAI to the Representative that was the inventor, and the Member shall hold on trust such part of the royalty fee for the benefit of such Representative pending payment of it to the Representative. For the avoidance of doubt, royalty fees will only be payable under this clause in exceptional circumstances.

7. COMMONAI COMPUTE CAPACITY

7.1 The Parties agree that:

7.1.1 the Member may elect to access CommonAI compute capacity (in order to benefit from aggregation and capacity discounts negotiated by CommonAI from time to time for the Member and Other Members); and

7.1.2 where the Member does so, such access and associated payments shall be in accordance with and under the terms of the CommonAI Compute Terms.

8. WARRANTIES

8.1 Each Party warrants to the other Party that:

8.1.1 it has full authority to enter into this Agreement and to perform its obligations hereunder and is not bound by any agreement with any third party that adversely affects this Agreement;

8.1.2 it has and will maintain throughout the Term all necessary powers, authority and consents to enter into and fully perform its obligations under this Agreement.

8.2 The Member warrants to CommonAI that it is the owner or licensee of the Member's name and logo and that CommonAI's use of the Member's name and logo in accordance with the provisions of this Agreement and the IP Licence and Policy shall not infringe the Intellectual Property rights of any third party.

8.3 The Member warrants and represents that it has the authority, including all necessary rights, licences, and permissions, to grant the rights, licences and permissions specified in this Agreement (including the IP Licence and Policy) to CommonAI.

9. INDEMNITY

9.1 The Member shall indemnify CommonAI against all losses, damages, costs, claims, liabilities, interest, fines, penalties, charges, demands, expenses and legal and other professional costs (in each case of any nature whatsoever) (**Losses**) arising out of any claim or action by a third party in connection with a breach by the Member of the warranty contained in clause 8.3, save to the extent that any Losses is caused by the fault or negligence of CommonAI or its Representatives.

9.2 If any third party brings a claim against CommonAI, or notifies CommonAI of its intention to do so, and that claim may reasonably be considered likely to give rise to a liability under the indemnity in clause 9.1 (**Claim**), CommonAI shall:

9.2.1 as soon as reasonably practicable, give written notice of the Claim to the Member, specifying the nature of the Claim in reasonable detail;

9.2.2 subject to clause 9.3, allow the Member, at the Member's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that the Member must not settle or compromise the Claim without the prior written consent of CommonAI;

9.2.3 not, subject to clause 9.3 and the Member's full compliance with clause 9.4, make any admission of liability, settlement or compromise in relation to the Claim without the prior written consent of the Member (that consent not to be unreasonably conditioned, withheld or delayed), provided that CommonAI may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Member, but without obtaining the Member's consent), if

CommonAI believes at its discretion that failure to settle the Claim would be prejudicial to it in any material respect; and

9.2.4 provide the Member with reasonable information, assistance and co-operation in responding to and defending the Claim, subject to the Member's compliance with clause 9.4.3.

9.3 If the Member does not assume control over the defence of a Claim promptly following receipt of the notice under clause 9.2.1, CommonAI may defend the Claim in any way it deems appropriate at the Member's expense.

9.4 If the Member assumes control over the defence of any Claim, the Member shall:

9.4.1 defend the Claim diligently, using competent counsel and in such a way as not to bring the reputation of CommonAI into disrepute;

9.4.2 have regard to the interests and reputation of CommonAI in its conduct of the Claim;

9.4.3 reimburse CommonAI for any costs incurred under clause 9.2.4;

9.4.4 ensure that CommonAI is granted access to all relevant documents connected with the Claim and keep CommonAI informed, at regular intervals, regarding negotiations, litigation and other material matters concerning the Claim; and

9.4.5 allow CommonAI to join in the defence of the Claim with counsel of its choice at its own expense.

9.5 The failure of CommonAI to comply with the indemnification procedures in clause 9.2 does not relieve the Member of any obligation to indemnify CommonAI.

9.6 If a payment due from the Member under clause 9.1 is subject to tax (whether by way of direct assessment or withholding at its source), the amount of the payment shall be increased to ensure that the net receipt, after tax, to CommonAI is the same as it would have been were the payment not subject to tax.

9.7 Liability under the indemnity in clause 9.1 is limited under clause 10.2.

10. LIMITATION OF LIABILITY

10.1 Neither Party shall be liable in contract, tort (including negligence), breach of statutory duty or for any other cause of action for:

10.1.1 (whether arising directly or indirectly) any loss of profits, business interruption, lost revenue, lost opportunities, lost data, loss of goodwill or lost reputation; or

10.1.2 any special, indirect or consequential losses;

suffered or incurred by the other Party or by any Other Member (whether or not the losses were within the contemplation of the Parties at the date of this Agreement) in relation to any matter arising out of or in connection with this Agreement.

10.2 Subject to clause 10.3, each Party's total liability under or in connection with this Agreement shall not exceed: (a) [*an amount specified in the executed Agreement*] for breach of confidentiality, Intellectual Property infringement or misappropriation, or violation of data

protection laws; and (b) [*an amount specified in the executed Agreement*] for all other causes of action, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of all acts and omissions occurring within a Contract Year.

10.3 This clause 10 shall not limit:

10.3.1 either Party's liability where the exclusion or limitation is precluded by applicable law including liability in respect of (a) death or personal injury resulting from a Party's negligence or (b) fraud or fraudulent misrepresentation; or

10.3.2 the Member's liability to pay the Fees to CommonAI.

11. CONFIDENTIALITY

11.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party or any Other Member except as permitted by clauses 11.2 and 11.3.

11.2 Each Party may disclose Confidential Information of the other Party or any Other Member:

11.2.1 to its Representatives who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its Representatives to whom it discloses such Confidential Information comply with this clause 11;

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

11.2.3 (in the case of any Programme IP) in accordance with the terms of the IP Licence and Policy; and/or

11.2.4 where disclosure of such Confidential Information is governed by and permitted under the terms of a CommonAI and/or Programme policy.

11.3 CommonAI may disclose the Member's Confidential Information to CAIH solely for the purposes of performing its obligations under clause 14.4.8(b).

11.4 No Party may use any Confidential Information of the other Party or any Other Member for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. DATA PROTECTION

12.1 Unless otherwise defined in this Agreement, the defined terms within this clause are given the meanings given to them in the UK GDPR.

12.2 The Parties will comply with the Data Protection Laws.

12.3 Although the Data Protection Laws ultimately determine status, the Parties record their belief that, for the purposes of the Data Protection Laws, the Parties are independent controllers.

12.4 The Personal Data to be shared between the Parties shall be limited to the personal data required for the Agreed Purpose as set out in Schedule 5.

12.5 Neither Party shall retain or Process Shared Personal Data (as defined in Schedule 5) for longer than is necessary for the Agreed Purpose.

12.6 It is the responsibility of each Party to ensure that it and its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the Data Protection Laws.

12.7 Each Party shall ensure that they have in place appropriate technical and organisational security measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected.

12.8 If an adequate protection measure for the international transfer of Personal Data is required under Data Protection Law (and has not otherwise been arranged by the Parties) the Data Transfer Provisions shall be incorporated into this Agreement in the Schedules as if they had been set out in full.

12.9 The parties shall ensure that whenever the Shared Personal Data is transferred outside the European Economic Area and the United Kingdom (**GDPR Territories**) they:

12.9.1 are Processing Personal Data in a territory which is subject to a current finding by the UK's Information Commissioner's Office or European Commission (as applicable) under the Data Protection Law that the territory provides adequate protection for the privacy rights of individuals;

12.9.2 participate in a valid cross-border transfer mechanism under the Data Protection Law, so that the parties can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR; or

12.9.3 otherwise ensure that the transfer complies with the Data Protection Law.

13. ANNOUNCEMENTS

13.1 The Parties acknowledge that Programmes may result in positive publicity for CommonAI, the Member, and the Other Members and therefore agree to work collaboratively to prepare and release reasonable announcements in relation to Programmes in which the Member is participating at appropriate times, in accordance with the terms of marketing policy/ies applicable to such Programmes.

13.2 The Member shall not make any press or public announcement relating to this Agreement or its subject matter, or make any use of the name of CommonAI, any Programme or any Other Member, without the prior written approval of CommonAI, except as required by law or by any legal or regulatory authority.

13.3 Nothing in this Agreement prevents CommonAI, the Member or any Other Members making press or public announcements in accordance with the marketing policy or policies adopted by and applicable to any Programmes.

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14. TERMINATION

14.1 Without affecting any other right or remedy available to it, either Party shall be entitled to terminate this Agreement at any time without cause by giving to the other Party not less than 30 days' notice in writing. If this Agreement is terminated under this clause 14.1 by:

14.1.1 CommonAI, then, within 60 days following the termination date, CommonAI will refund to the Member the pro-rata amount of the Fees paid by the Member covering the period from the termination date until the end of the period covered by the Fees paid by the Member; and

14.1.2 the Member, then the Member shall not be entitled to any refund of Fees.

14.2 Either Party (the **Non-Defaulting Party**) may terminate this Agreement at any time by notice in writing to the other Party (the **Defaulting Party**) if:

14.2.1 the Defaulting Party has committed a material breach of any of its obligations under this Agreement which is incapable of remedy;

14.2.2 the Defaulting Party has committed a material breach or other default in performing any of its obligations under this Agreement which is capable of remedy and which that Defaulting Party has not remedied within 30 days of receipt of written notice of such breach or other default from the Non-Defaulting Party;

14.2.3 the Defaulting Party embarrasses or otherwise brings into disrepute the Non-Defaulting Party by engaging in any act or omission which diminishes the reputation of the Non-Defaulting Party or which is reasonably likely to do so, regardless of whether or not such act or omission is related to the Defaulting Party's obligations under this Agreement.

14.3 CommonAI may terminate this Agreement or suspend the membership of the Member with immediate effect by giving written notice to the Member if:

14.3.1 the Member breaches any of the terms, obligations or conditions in the IP Licence and Policy;

14.3.2 the Member challenges the right, title and interest of CommonAI in and to any of the Programme IP;

14.3.3 the Member challenges the validity of any of the Licensed Patents;

14.3.4 the Member fails to pay any amount due under this Agreement on the due date and (in the case of termination) remains in default for a period of more than sixty (60) days after being notified in writing to make such payment;

14.3.5 the Member or any of its affiliates, directors, officers or employees is added to any of the sanctions or entity lists referred to in clause 4.3, or the Member otherwise becomes subject to Sanctions Controls;

14.3.6 CommonAI reasonably believes that performance of this Agreement by the Member would cause CommonAI to violate any Sanctions Controls or Trade Controls, or put it at risk of becoming subject to sanctions and penalties under Sanctions Controls or Trade Controls; or

14.3.7 CommonAI considers at its sole discretion that membership of the Member is no longer in the best interests of CommonAI in furtherance of its community purpose, or more broadly in the best interests of the community CommonAI was set up to serve.

14.4 Upon termination or expiry of this Agreement:

14.4.1 the Member shall immediately pay to CommonAI all of CommonAI's outstanding unpaid invoices and where no invoice has been submitted for the Fees CommonAI may submit an invoice which shall be payable in accordance with clause 5.3 and this clause;

14.4.2 the Member Benefits granted by CommonAI to the Member under this Agreement shall terminate and revert to CommonAI;

14.4.3 the Member shall, subject to and in accordance with the IP Licence and Policy, cease to use any Programme IP and Programme Trade Marks;

14.4.4 the Member shall not exercise the Member Benefits or any part of them or use or exploit its previous connection with CommonAI or any Programme;

14.4.5 the Member shall procure that its Representatives participating in Programmes who have access to a CommonAI Account or a Programme Account cease to use any such Accounts and follow any procedures set out in the Accounts Policies;

14.4.6 (where applicable) each Party shall promptly return to the other any property of the other within its possession or control;

14.4.7 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

14.4.8 without prejudice to the foregoing and unless this Agreement has been terminated by CommonAI under clause 14.2 or 14.3:

(a) the Parties will, at the option of the Member, endeavour to negotiate in good faith a suitable licence to allow the Member to continue to use Programme IP (other than Licensed Patents and Programme IP already released to the public under an Open Source Programme Licence (as defined in the IP Licence and Policy)) following termination or expiry of this Agreement in consideration for payment to CommonAI of a fee in line with market value (as determined by CommonAI in its sole discretion); and

(b) CommonAI will promptly notify CAIH of the termination or expiry of the Member's membership agreement with CommonAI and will provide reasonable support to the Member to negotiate with CAIH in good faith a suitable licence to allow the Member to continue to use Licensed Patents following termination or expiry of this Agreement in consideration for payment to CAIH of a fee in line with market value (as determined by CAIH in its sole discretion).

15. GENERAL

15.1 *Amendment.* Subject to clauses 3.2.2, 3.5 and 5.8, paragraph 18 of Schedule 3 or paragraph 11 of Schedule 4, and unless otherwise specified in this Agreement, no amendment or variation to this Agreement shall take effect unless it is in writing and signed by an authorised representative of each of the Parties.

15.2 *Assignment.* The Member may not assign, novate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of CommonAI. CommonAI may assign, novate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement in its sole discretion.

15.3 *Change of Control.* CommonAI may at its sole discretion terminate this Agreement with immediate effect by giving written notice to the Member if the Member undergoes a Change of Control.

15.4 *Further Assurance.* The Member shall, and shall procure that its Representatives and any necessary other third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement (including, but not limited to, the IP Licence and Policy).

15.5 *Third Party Rights.* This Agreement does not create any right enforceable by any person who is not a party to it, save that: each Other Member may enforce clause 11 (*Confidentiality*) against a Party in respect of that Other Member's Confidential Information disclosed to such Party, subject always to clause 10 (*Limitation of Liability*).

15.6 *Waiver.* No failure or delay on the part of either Party to exercise any right, power or remedy under this Agreement will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

15.7 *Invalid clauses.* If any provision in this Agreement is in whole or in part held to any extent to be illegal or unenforceable under any enactment or rule of law that provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

15.8 *No agency.* Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf. Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties.

15.9 *Notices.*

15.9.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and sent by the Party to the following email address or address (or any updated email address or address notified by that Party in writing to the other Party):

(a) if it is a notice to CommonAI:

(i) Email address: Details to be supplied in the executed Member Agreement.

(ii) Address: FAO: Details to be supplied in the executed Member Agreement.

(b) if it is a notice to the Member, at the address and email address as set out in the Agreement Details;

15.9.2 this clause 15.9.2 sets out the delivery methods for sending a notice to a Party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the address;

(b) if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 9.00am on the second Business Day after posting;

(c) if sent by pre-paid airmail providing proof of delivery, at 9.00am on the fifth Business Day after posting; or

(d) if sent by email, at the time of transmission;

15.9.3 if deemed receipt under clause 15.9.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 15.9.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt;

15.9.4 this clause 15.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.10 *Force Majeure.* Neither Party shall be liable for any failure or delay in the performance of its obligations which is caused by circumstances beyond its reasonable control including sabotage, terrorism, acts of war, failures or delays in transportation or communications, interruption of power supply, computer virus, labour disputes, accidents, shortages of labour, fuel, materials or equipment, or other actions or inactions of third parties or acts of God.

15.11 *Law and Jurisdiction.* This Agreement shall be governed by and construed in accordance with the law of England and each Party agrees to submit to the exclusive jurisdiction of the English courts.

15.12 *Cumulative Rights.* The rights, powers, privileges and remedies conferred on either Party in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

15.13 *Survival.* The following provisions will survive any termination or expiry of this Agreement: clauses 3.3, 6, 9, 10, 11, 14 and 15.

15.14 *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. The Parties confirm that they have not entered into this Agreement on the basis of any statements and assurances (whether made innocently or negligently) that are not expressly incorporated in this Agreement.

15.15 *Counterparts*. The Parties may execute this Agreement in counterparts, including PDF or other electronic copies, which taken together will constitute one instrument.

15.16 *Interpretation.* In this Agreement:

15.16.1 the headings are used for convenience only and do not affect its interpretation;

15.16.2 references to persons shall include incorporated and unincorporated persons;

15.16.3 references to the singular include the plural and vice versa; and references to the masculine include the feminine;

15.16.4 references to days means calendar days (and not, for the avoidance of doubt, Business Days);

15.16.5 references to clauses mean clauses of this Agreement and references to paragraphs means paragraphs of the Agreement Details and Schedules of this Agreement;

15.16.6 where the word **including** and/or **includes** is used it shall be understood as meaning **without limitation**; and

15.16.7 reference to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and shall also include all statutory instruments or orders made under it from time to time.

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SCHEDULE 1 MEMBER BENEFITS

Summary

Benefit	Silver	Gold	Platinum
CommonAI Board of Directors seat			✓
Steering Committee seat(s) (for Programmes in which participating)[1]		✓	✓[2]
Technical Committee seat(s) (for Programmes in which participating)	✓	✓	✓[3]
Propose a Programme and nominate its Programme Director			✓
Ability to participate in more than one Programme[4]		✓	✓
Request SoW work		✓[5]	✓
Access to CommonAI compute capacity	✓ (Silver rates)	✓ (Gold rates)	✓ (Platinum rates)
Access to regular embargoed IP (for Programmes in which participating + CommonAI collective IP), including a royalty free, non-transferable and non-sub licensable (except in accordance with the IP Licence and Policy) to use the Licensed Patents in accordance with the IP Licence and Policy	✓ (with qualifications)	✓	✓
Access to any sensitive compliance or certification documentation maintained by or in relation to the Programme(s) in which participating		✓	✓
Participation in CVD process		✓	✓
Discount for Portfolio Companies[6]	The applicable Fees and any applicable discounts will be specified in the executed Member Agreement		

[1] In accordance with paragraph 10.8.2(b) of the Governance Framework, all participants in a Programme (including, for the avoidance of doubt, Representatives of Silver Members) have the right to receive records of decisions taken by the Steering Committee for that Programme (via their Programme Account and subject to any redactions required to maintain confidentiality in the best interests of the Programme).

[2] Save for Programmes where the Platinum Member is already appointing the Programme Director for that Programme.

[3] Save for Programmes where the Platinum Member is already appointing the Programme Director for that Programme.

[4] In accordance with and subject to Schedule 4.

[5] In combination with at least one other Gold Member and/or Platinum Member.

[6] As against the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8), non-compounding.

Total FTE(s) made available by the Member to Programme(s), by Member size classification (minimum)	The Member will make available suitably qualified engineering resource to the Programme(s) in which it participates, at a level agreed with CommonAI and specified in the executed Member Agreement		
CommonAI Accounts			✓
Programme Accounts[7]	✓ (max. 4)	✓ (max. 8)	✓ (max. 16 + 1 per Programme Director nominated by the Member)
Digital Commons Training	✓ (recorded)	✓ (recorded + live)	✓ (recorded + live + support)
Trademark usage for Programmes in which participating	✓	✓	✓
Access to member-only mailing lists, instant messaging and meetings, including minutes and records	✓	✓	✓
Access to CommonAI Member-only conferences and socials, and to Programme-specific conferences and socials for Programmes in which the Member is participating	✓	✓	✓
Representatives can apply for Programme-specific roles (which may include contributor, committer, maintainer and reviewer) as defined in the relevant Programme Charter or otherwise in CommonAI's General Roles Policy	✓	✓	✓

Benefits for Platinum Members

1. The right to describe themselves as a Platinum Member of CommonAI and the right to have the prominence associated with Platinum Membership in CommonAI publications;

[7] Additional Accounts charged at cost.

2. The right to propose a Programme for CommonAI to undertake and to contribute to its Programme Charter, subject to (a) the approval of the CommonAI Board of Directors of the Programme and Programme Charter; and (b) it being a realistic prospect to successfully raise sufficient funds to deliver the Programme (such prospect to be assessed by the CommonAI Board of Directors at its discretion);

3. Ability to participate in more than one Programme, in accordance and subject to Schedule 4;

4. The right to nominate the Programme Director under the Governance Framework for any Programme proposed by the Member and approved to proceed by the CommonAI Board of Directors;

5. Ability for any of the Member's Portfolio Companies to join CommonAI as an Other Member under a member agreement with CommonAI:

    5.1 at a non-compounding discount (at the rate specified in the executed Member Agreement) on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8) during the Initial Term in accordance with and subject to the procedure in clause 3.6 of this Agreement; and

    5.2 followed by an ongoing non-compounding loyalty discount (at the rate specified in the executed Member Agreement) on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8) for the Portfolio Company where its membership as an Other Member is uninterrupted;

6. The following nomination rights under the Governance Framework:

    6.1 one person for appointment as a director to the Board of Directors of CommonAI;

    6.2 one person for appointment as a voting member to the Steering Committee for each Programme in which they are participating, for the duration of that participation (save where the Platinum Member is already appointing the Programme Director for that Programme); and

    6.3 one person for appointment as a voting member to the Technical Committee for each Programme in which they are participating, for the duration of that participation (save where the Platinum Member is already appointing the Programme Director for that Programme);

7. The right to request CommonAI to provide services for the development of IP to the Member under a separate framework agreement and statement of work (including separate cost) to be agreed by the Parties (for the avoidance of doubt, CommonAI has no obligation to accept such requests, but will engage in good faith to evaluate any well-formed requests);

8. Access to CommonAI compute capacity for the Member's work on and towards Independent and/or Collaborative Contributions at the rate available to CommonAI Platinum Members (to include covering CommonAI's administrative costs relating to the same) on the terms of this Agreement;

9. Access to CommonAI compute capacity for other purposes at the published rate for CommonAI Platinum Members on the terms of this Agreement;

10. One CommonAI Account per appointee to the Board of Directors and in addition (where a different individual) per Programme Director nominated by the Member;

11. Up to 16 Programme Accounts for use by the Member's Representatives participating in Programmes plus one Programme Account per Programme Director nominated by the Member (with additional Accounts charged to the Member at cost);

12. Participation in CVD (Coordinated Vulnerability Disclosure) process for Programmes in which the Member is participating, in accordance with the terms of the Programme Charter;

13. Access to live Digital Commons training sessions from CommonAI for all of the Member's Representatives participating in Programmes including ongoing ad-hoc support and Q&A;

14. Access to regular Intellectual Property, sensitive compliance or certification documentation and Programme IP for Programmes in which the Member is participating (including (where applicable) a royalty free, non-transferable and non-sub licensable (except in accordance with the IP Licence and Policy) licence to use the Licensed Patents), in accordance with the terms of the IP Licence and Policy;

15. A licence to use the CommonAI Trade Marks and Programme Trade Marks for Programmes in which the Member is participating, in accordance with the terms of the CommonAI Trade Mark Usage Policy and any Programme Trade Mark Usage Policy for Programmes in which the Member is participating;

16. Access to CommonAI Member-only mailing lists, instant messaging and meetings, including meeting minutes and records;

17. Access to CommonAI Member-only conferences and socials, and to Programme-specific conferences and socials for Programmes in which the Member is participating; and

18. The ability for Member Representatives to apply for Programme-specific roles (which may include contributor, committer, maintainer and reviewer) as defined in the relevant Programme Charter or otherwise in CommonAI's General Roles Policy.

Benefits for Gold Members

1. The right to describe themselves as a Gold Member of CommonAI and the right to have the prominence associated with Gold Membership in CommonAI publications;

2. Ability to participate in more than one Programme, in accordance and subject to Schedule 4;

3. Ability for any of the Member's Portfolio Companies to join CommonAI as an Other Member (at Gold or Silver level)[8] under a member agreement with CommonAI:

    3.1 at a non-compounding discount (at the rate specified in the executed Member Agreement) on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8) during the Initial Term in accordance with and subject to the procedure in clause 3.6 of this Agreement; and

    3.2 followed by an ongoing non-compounding loyalty discount (at the rate specified in the executed Member Agreement) on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8) for the Portfolio Company where its membership as an Other Member is uninterrupted;

[8] Nothing prevents such a Portfolio Company from applying to join CommonAI as an Other Member at Platinum level, but no discount shall apply.

4. The following nomination rights under the Governance Framework for each Programme in which they are participating, for the duration of that participation:

   4.1 the right to nominate one person for appointment as a voting member to the Steering Committee; and

   4.2 the right to nominate one person for appointment as a voting member to the Technical Committee;

5. The right to request (jointly with at least one other Gold Member and/or Platinum Member) CommonAI to provide services for the development of IP to the Member under a separate framework agreement and statement of work (including separate cost) to be agreed by the Parties (for the avoidance of doubt, CommonAI has no obligation to accept such requests, but will engage in good faith to evaluate any well-formed requests);

6. Up to 8 Programme Accounts for use by the Member's Representatives participating in Programmes (with additional Accounts charged to the Member at cost);

7. Access to CommonAI compute capacity for the Member's work on and towards Independent and/or Collaborative Contributions at the rate available to CommonAI Gold Members (to include covering CommonAI's administrative costs relating to the same) on the terms of this Agreement;

8. Access to CommonAI compute capacity for other purposes at the published rate for CommonAI Gold Members on the terms of this Agreement;

9. Participation in CVD (Coordinated Vulnerability Disclosure) process for Programmes in which the Member is participating, in accordance with the terms of the Programme Charter;

10. Access to live Digital Commons training from CommonAI for all of the Member's Representatives participating in Programmes;

11. Access to regular Intellectual Property, sensitive compliance or certification documentation and Programme IP for Programmes in which the Member is participating (including (where applicable) a royalty free, non-transferable and non-sub licensable (except in accordance with the IP Licence and Policy) licence to use the Licensed Patents), in accordance with the terms of the IP Licence and Policy;

12. A licence to use the CommonAI Trade Marks and Programme Trade Marks for Programmes in which the Member is participating, in accordance with the terms of the CommonAI Trade Mark Usage Policy and any Programme Trade Mark Usage Policy for Programmes in which the Member is participating;

13. Access to CommonAI Member-only mailing lists, instant messaging and meetings, including meeting minutes and records;

14. Access to CommonAI Member-only conferences and socials, and to Programme-specific conferences and socials for Programmes in which the Member is participating; and

15. The ability for Member Representatives to apply for Programme-specific roles (which may include contributor, committer, maintainer and reviewer) as defined in the relevant Programme Charter or otherwise in CommonAI's General Roles Policy.

Benefits for Silver Members

1. The right to describe themselves as a Silver Member of CommonAI and the right to have the prominence associated with Silver Membership in CommonAI publications;

2. Ability for any of the Member's Portfolio Companies to join CommonAI as an Other Member (at Silver level)[9] under a member agreement with CommonAI:

   2.1 at a non-compounding discount (at the rate specified in the executed Member Agreement) on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8)during the Initial Term in accordance with and subject to the procedure in clause 3.6 of this Agreement; and

   2.2 followed by an ongoing non-compounding loyalty discount (at the rate specified in the executed Member Agreement) on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8)for the Portfolio Company where its membership as an Other Member is uninterrupted;

3. The following nomination right under the Governance Framework for each Programme in which they are participating, for the duration of that participation:

   3.1 the right to nominate one person for appointment as a voting member to the Technical Committee;

4. Up to 4 Programme Accounts for use by the Member's Representative(s) participating in Programmes (with additional Accounts charged to the Member at cost);

5. Access to CommonAI compute capacity for the Member's work on and towards Independent and/or Collaborative Contributions at cost (to include covering CommonAI's administrative costs relating to the same) on the terms of this Agreement;

6. Access to CommonAI compute capacity for other purposes at the published discount for CommonAI Silver Members on the terms of this Agreement;

7. Access to recorded Digital Commons training from CommonAI for all of the Member's Representatives participating in Programmes;

8. Qualified access (in accordance with the terms of the IP Licence and Policy including paragraph 9(iii)) to regular Intellectual Property and Programme IP for the Programme in which the Member is participating (including (where applicable) a royalty free, non-transferable and non-sub licensable (except in accordance with the IP Licence and Policy) licence to use the Licensed Patents);

9. A licence to use the CommonAI Trade Marks and Programme Trade Marks for Programmes in which the Member is participating, in accordance with the terms of the CommonAI Trade Mark Usage Policy and any Programme Trade Mark Usage Policy for Programmes in which the Member is participating;

10. Access to CommonAI Member-only mailing lists, instant messaging and meetings, including meeting minutes and records;

[9] Nothing prevents such a Portfolio Company from applying to join CommonAI as an Other Member at Gold or Platinum level, but no discount shall apply.

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11. Access to CommonAI Member-only conferences and socials, and to Programme-specific conferences and socials for Programmes in which the Member is participating; and

12. The ability for Member Representatives to apply for Programme-specific roles (which may include contributor, committer, maintainer and reviewer) as defined in the relevant Programme Charter or otherwise in CommonAI's General Roles Policy.

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SCHEDULE 2 MEMBER FEES

1. The Fees payable by the Member will depend on:

1.1 its chosen membership tier (Silver, Gold or Platinum);

1.2 the size classification as set out in this Schedule;

1.3 the applicable standard fees for the relevant membership year; and

1.4 whether the Member is eligible for any non-compounding discount on such standard fees by reason of being a Portfolio Company of an existing Member,

in each case, as varied by CommonAI from time to time in accordance with clause 5.8.

2. The applicable Fees and any applicable discounts will be specified in the executed Member Agreement.

Standard fees

Where the Member is not a Portfolio Company of an existing member: *The applicable Fees and any applicable discounts will be specified in the executed Member Agreement.*

Discounted fees for Portfolio Companies during Initial Term

The applicable Fees and any applicable discounts will be specified in the executed Member Agreement.

Discounted fees for Portfolio Companies following Initial Term

Where the Member is a Portfolio Company of an existing member, following the Initial Term, the Member is no longer entitled to a discount due to being a Portfolio Company of an Other Member. However, where the Member's membership agreement with CommonAI renews automatically and without interruption, CommonAI shall provide the Member with a non-compounding loyalty discount of *[The applicable discount will be specified in the executed Member Agreement]* on the standard fees (as varied by CommonAI from time to time in accordance with clause 5.8).

In-kind contributions

3. CommonAI may, at its sole discretion, decide to accept 'in kind' contributions in lieu of Fees (in whole or in part) from an existing or prospective member.

Definition of 'Portfolio Company'

4. As a general rule, for the purpose of this Agreement a '**Portfolio Company**' is a company or other entity in which an existing member holds (directly or indirectly) at least 3% of the voting rights and/or issued shares. This general rule cannot cover every situation, and ultimately it is for CommonAI to decide at its sole discretion whether to offer reduced fee rates to a member or prospective member from time to time.

Definition of 'Academic'

5. For the purpose of calculating applicable fees, '**Academic**' refers to any institution that is (a) legally established primarily for educational or research purpose(s), or other equivalent

charitable or altruistic purposes; (b) not-for-profit (meaning that any surplus generated from its activities is legally required to be reinvested in its purpose(s) rather than distributed to any person who owns or controls it; and (c) regulated by an independent regulator (and/or system of regulation) in its home jurisdiction. It shall be for CommonAI to determine whether an institution meets the criteria for 'Academic' membership from time to time, at its sole discretion.

Size classifications

6. CommonAI offers reduced fee rates to medium, small and micro companies and other organisations, where they are not part of a larger corporate group.

7. The guidance on classification given below cannot cover every situation, and ultimately it is for CommonAI to decide at its sole discretion whether to offer reduced fee rates to a member or prospective member from time to time.

8. As a starting point for companies and other business entities, CommonAI uses the European Union rules for assessing the size of enterprises described in detail at SME definition - European Commission. The same rules are used as a starting point by CommonAI for assessing whether an organisation is part of a larger corporate group and the impact of this on the organisation's classification.

9. In summary, the EU size classifications for standalone organisations are presently as follows:

To qualify for this size:	**Member must have a headcount of:**	**And satisfy one of these tests:**	
		Turnover of:	**Balance sheet of:**
Micro	Less than 10	€2m or less	€2m or less
Small	Less than 50	€10m or less	€10m or less
Medium	Less than 250	€50m or less	€43m or less
Large	Any Member not qualifying as Micro, Small or Medium.		

10. Where an organisation is or forms part of a government or other public body, CommonAI will treat it as 'Large' for size classification purposes. As a starting point to determine whether a member is a public body, CommonAI uses the public sector classifications and associated guidance issued by the Office of National Statistics in the United Kingdom, or the nearest equivalent for jurisdictions outside the UK.

11. Where an organisation is or forms part of a venture capital investment firm or an angel investor syndicate, CommonAI will treat it as 'Large' for size classification purposes.

12. Organisations will be asked to provide headcount and financial data where they request reduced fee rates. This will normally be verified against an organisation's most recent annual accounts (audited, where available). In the case of new or fast-growth organisations, CommonAI may request verified management accounts to provide more up-to-date data. Where needed, currency conversion rates shall be based on the daily spot exchange rate published by the Bank of England as of the date of the relevant invoice.

13. A member's size classification shall be kept under review by CommonAI during the Term in accordance with clause 5.8.1.

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SCHEDULE 3: IP LICENCE AND POLICY

The IP Licence and Policy is published separately by CommonAI and is incorporated into executed Member Agreements.

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SCHEDULE 4: COMMONAI HYPOTHECATION PRINCIPLES

1. CommonAI operates Programmes on a 'hypothecated' basis. This means that members decide to participate in one or more Programmes that are of interest and relevance to them, rather than automatically participating in all Programmes. Typically, members participate in one or, at most, two Programmes.

Participation in Programmes

2. When a member decides to participate in a Programme, this means that:

    a. all of their Fees allocated to that Programme in accordance with the Agreement Details will be used to fund that Programme directly, save for an allocation of Fees to CommonAI to fund its overheads and core costs (for the avoidance of doubt, none of their Fees will be allocated to fund other Programmes in which the member does not participate); and

    b. their FTE(s) allocated to that Programme will be made available to work on that Programme in accordance with clause 4.1.3,

    and any changes to these allocations will be handled in accordance with clause 3.2.2.

3. In return, the member will directly benefit from their participation in the Programme with the Member Benefits recorded in Schedule 1 of their membership agreement with CommonAI, which include (but are not limited to):

    a. exercise of nomination rights on Steering Committee and Technical Committee (depending on membership tier);

    b. active participation in Programme mailing lists, instant messaging and meetings;

    c. Programme Accounts (cost-free number dependent on membership tier; further Accounts available at cost);

    d. access to Programme IP and any embargoed repositories for the Programme in accordance with the terms of the IP Licence and Policy;

    e. ability for the member's Representatives to apply for Programme-specific roles (which may include contributor, committer, maintainer and reviewer);

    f. use of the Programme Trade Marks for the Programme in accordance with the terms of the IP Licence and Policy and any Programme Trade Mark Usage Policy for the Programme; and

    g. involvement in the governance of the Programme, including updates to the Programme Charter and Programme Roadmaps (through nomination rights, dependent on membership tier).

Joining, changing and leaving Programmes

4. When joining CommonAI, a member makes an initial selection of the Programme(s) in which they will participate, which is recorded in their member agreement with CommonAI along with the allocation of their fees and FTE(s) between Programmes. This selection is revisited on an annual basis and the Member is, with the prior agreement of CommonAI in

accordance with clause 3.2.2(a) of their membership agreement, permitted to maintain or change their Programme selection annually without additional cost.

5. With agreement from CommonAI, a member may also join additional Programmes during the year, but where they do so, they will need to contribute additional fees and resources (pro rata) for the remainder of the year, at a level that matches their intended participation and is at or above the minimum contribution levels noted below.

6. A member may leave a Programme by giving 30 days' notice to the Programme's Programme Director, copied to the CommonAI Governance Team at governance@commonai.org. However, no refunds are provided where the member leaves a Programme other than as part of their annual review.

7. Upon the member leaving a Programme:
    a. clause 14.4 of their membership agreement shall apply in respect of that Programme only;
    b. clause 11 of Schedule 3 (IP Licence and Policy) shall apply in respect of continued use of Programme IP; and
    c. they shall procure that their Representatives cease to use any relevant Accounts in accordance with the procedures set out in the Accounts Policies.

Minimum participation levels

8. To ensure each Programme is able to operate effectively and that each member's participation in it is substantial, minimum financial and FTE contributions apply when joining additional programmes. These are at a level agreed with CommonAI and recorded in the executed Member Agreement. A Silver Member may participate in a maximum of one Programme, a Gold Member in a maximum of two Programmes, and a Platinum Member in a maximum of three Programmes, unless CommonAI agrees otherwise.

9. CommonAI reserves the right to vary these minimum levels of participation in a Programme on a case-by-case basis at its absolute discretion.

Additional terms in Programme Charters

10. Programmes may adopt additional or different principles through documenting these in their Programme Charters (which are subject to approval from the Board of Directors).

Changes to these hypothecation principles

11. The Board of Directors may update these hypothecation principles from time to time and shall not require the prior consent or agreement of the Member, any Other Member or any other person to do so. CommonAI shall give the Member not less than sixty (60) days' prior written notice of the changes.

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SCHEDULE 5: DATA PROCESSING PARTICULARS

Part 1: EU SCCs

1. INCORPORATION OF THE EU SCCS

1.1 To the extent clause 12.8 applies and the transfer is made pursuant to the GDPR, this Schedule 5 and the following terms shall apply: Module 1 of the EU SCCs and no other optional clauses unless explicitly specified, are incorporated into this Schedule 5 as if they had been set out in full in the case where the exporter is a Controller, the importer is also a Controller and the transfer requires such additional protection.

2. CLARIFICATIONS TO THE EU SCCS

2.1 For the purposes of clause 8.2 of the EU SCCs and to enable Data Subjects to effectively exercise their rights, the parties have agreed that the exporter shall inform Data Subjects of the information required.

2.2 For the purposes of clause 8.3 of the EU SCCs the parties hereby agree that the exporter shall be primarily responsible for ensuring that Personal Data is accurate and, where necessary, kept up to date. The exporter shall take every reasonable step to ensure that Personal Data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

3. PROCESSING PARTICULARS FOR THE EU SCCS

<u>The Parties</u>

3.1 Exporter (Controller): CommonAI

3.2 Importer (Controller): The Member

<u>Description Of Data Processing</u>

3.3 **Categories of data subjects**: As set out in the Part 3 to this Schedule 5.

3.4 **Categories of personal data transferred**: the Shared Personal Data.

3.5 **Sensitive data transferred**: N/A.

3.6 **Frequency of the transfer**: Continuous.

3.7 **Nature and Purpose of the processing**: As set out in the Part 3 to this Schedule 5.

3.8 **Duration of the processing**: For the duration that the Member is a member of CommonAI.

3.9 **Competent Supervisory Authority**: The Irish Data Protection Commissioner

3.10 **Technical and Organisational Measures**: Files encrypted in transit and at rest; access protected using multi-factor authentication.

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Part 2: UK ADDENDUM

1. PARTIES

As set out in Schedule 5, Part 1.

2. SELECTED SCCS, MODULES AND CLAUSES

Module 1 of the EU SCCs and no other optional clauses unless explicitly specified, and as amended by the clarifications in Schedule 5, Part 1, paragraph 2, but subject to any further amendments detailed in this Part 2.

3. APPENDIX INFORMATION

The processing details required by the UK Addendum are as set out in Schedule 5, Part 1, paragraph 3.

4. TERMINATION OF THE UK ADDENDUM

In the event the template UK Addendum issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the DPA 2018 on 2 February 2022, as it is revised under Section 18 is amended, either party may terminate this Schedule 5 on written notice to the other in accordance with Table 4 and paragraph 19 of the UK Addendum and replace it with a mutually acceptable alternative.

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Part 3 – Processing Particulars

The Parties agree that for the purposes of this Schedule 5 Part 3, the following particulars shall be used:

1.1. **Scope:** The Member will share the Shared Personal Data with CommonAI to be a member of CommonAI and to participate in Programmes. The Member acknowledges that CommonAI may share such data across the entities which are part of the CommonAI ecosystem and with Other Members as necessary to provide access to the Member Benefits and to monitor the Member Benefits that are being used.

1.2. **Nature and Purpose of the Processing:** The contact details and related information to enable the Member to become a member of CommonAI, to participate in Programmes, and to provide and monitor access to the Member Benefits (the **"Agreed Purpose"**).

1.3. **Duration of the Processing:** The duration of the Agreement.

1.4. **Categories of Data Subject:** persons made available as part of the Member's FTE(s) and other Member Representatives

1.5. **Types of Personal Data:**

- Name;
- Email address(es);
- Phone number;
- Other contact details;
- Job title;
- Programme role(s); and
- Other account details and identifiers.

together, the "**Shared Personal Data**".

1.6. **Technical and Organisational Measures:** As set out in Schedule 5, Part 1.

1.7. **Permitted Recipients:** CommonAI, entities which are part of the CommonAI ecosystem, and Other Members (to the extent necessary for the provision and monitoring of the Member Benefits).