Intellectual Property License Agreement (IPLA)

This Agreement was entered into on 1 January 2025 between the parties:

Jayzed Data Models Inc, a U.S. Corporation, holding commercial registration number EIN [redacted]Pownal, Vermont 02561, USA ("**Licensor**"),

Your Financial Institution, Identifier, and legal address ("**Licensee**").

This Agreement grants the Licensee a license to the Financial Industry Business Data Model (FIB-DM) and related materials.

The parties agree as follows:

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1 Definitions

In this Agreement, unless the context requires otherwise, the following words shall have the following meanings:

- "Organization or Group" refers to the Lead Licensee Entity and its subsidiaries, of which it owns over 50% as of the date of this Agreement. It does not include any future business entities or assets of business entities that would become part of the organization through merger or acquisition activity after the date of this Agreement.
- "Confidential Information"
  A separate Non-Disclosure Agreement (NDA) defines and governs the disclosure of Confidential Information.
- "Intellectual Property" is a work or invention that results from creativity, such as a manuscript, a design, or other trade secrets, to which one has rights and may apply for a copyright or patent.
- "Information Model" is a type of intellectual property in software engineering that represents concepts and the relationships, constraints, rules, and operations to specify data semantics for a chosen domain of discourse. Examples of Information Models include ontologies and object, message, process, conceptual, logical, and physical data models. FIBDM is a conceptual data model and, hence, an Information Model.
- "Modifications" of the Information Model comprise scoping a subset and adding or modifying model elements or properties.
- "Secondary Works" are reports, machine-readable instructions, or Information Models generated, derived, or transformed from the licensed Information Model. Secondary works of the licensed FIB-DM comprise
  - migration of the model to a different (data) modeling tool
  - generated object, message, process, logical, physical, or any other Information Models, and code

- export of the model into human or machine-readable extracts, such as reports and diagrams.

- "Derived Work" is any work based upon one or more existing works. For this Agreement, derived works are any Information Models or materials based upon the licensed Information Model. Derived works can be Modifications, Secondary Works, or any combination of the two.
- "Distribution" is the act of sharing or making available the Information Model or any derived work to third parties.
- "Third Parties" are any persons or entities outside the Licensee's organization and subject to Clause 4.

2 Information Model and Derived Works Ownership

Jayzed Data Models Inc. created the Financial Industry Business Data Model using its Configurable Ontology to Data model Transformation (U.S. Patent No. 12,038,939) and holds the copyright.

The Information Model is licensed, not sold.

Licensee agrees to treat the Information Model and Derived Works as Restricted Material, as described in section 4.

2.1 Modified Models

The Licensor retains title to the parts of the original Information Model contained in the modified model, and the Licensee retains title to the parts it produces.

2.2 Secondary Works

The Licensee retains the title of the Secondary Works that the Licensee creates, and the Licensor retains the title to the portion of the Information Model contained in the Secondary Work.

2.3 Original Work - the Financial Industry Business Ontology

The Enterprise Data Management Council (EDMC) created the Financial Industry Business Ontology (FIBO), partly in collaboration with the Object Management Group (OMG). FIB-DM is both a modification and a secondary work derived from FIBO, whereby ontology modules are transformed into data model packages. The data model retains the EDMC and OMG copyright and license ontology annotations as package properties, as required by the Open-Source ontology license.

3 Customer License

Jayzed Data Models grants the Licensee a nonexclusive, nontransferable license to use, modify, translate, and distribute the Information Model within the Licensee's enterprise.

The Licensee may use the Information Model within their enterprise only to process data for productive use and to create Derived Works only for the Licensee's use. The Licensee may

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distribute the Derived Works internally for use within the Licensee's Enterprise, and the Licensee may not distribute Derived Works to third parties.

The Licensee may also make and install copies to support the level of use described in the paragraph above, provided the Licensee reproduces the copyright notice and any other legends of ownership on each or partial copy of the Information Model.

3.1 Original Work, FIBO MIT license

The EDMC distributes the FIBO under the Massachusetts Institute of Technology (MIT) Open Source license. The MIT license grants permission to copy and derive works as long as the Licensee includes the copyright notice and permission in the derived work. FIB-DM prominently displays the ontology copyright and license and fully complies with the MIT license requirements.

The Licensee should treat the Licensee's FIB-DM-derived works the same way the Licensee would treat works the Licensee derives from the FIBO. In other words, the Licensee must not remove the EDMC, OMG, and Jayzed copyright notices, nor the references to the MIT license and this license agreement.

3.2 FIB-DM core, GPL 3.0 license

Jayzed Data Models made the core of the FIB-DM, comprising the Foundation, Business Entities, and Finance, Business & Commerce modules, available under the GNU General Public License 3.0. The GPL 3.0 requires the Licensee to grant the same Open Source terms to the general public for derived works.

This license agreement does not curtail the Licensee's rights to distribute the FIB-DM core. However, the Licensee must not distribute any model portions of the extended model, i.e., any model elements that are added to or modified in the extended model.

This license agreement extends the Licensee's rights to the FIB-DM core, allowing the Licensee to retain the proprietary status of the Licensee's derived works. The Licensee is not required to grant a GPL 3.0 license on any works the Licensee creates, including those based on the FIB-DM core.

3.3 Data Model Resources

The Financial Industry Business Data Model has extensive resources, education videos, PowerPoints, and other MS Office artifacts. The Licensee's FIB-DM license includes them as a bonus.

The Licensee has permission to freely copy, translate, modify, and use the data model resources, and distribute them within the Licensee's Organization.

3.4 Distribution waivers

The Licensee may have bona fide requirements to distribute derived works beyond the Licensee's Organization. In general, Jayzed Data Models waives distribution restrictions free of charge, provided that the Licensee's derived work does not reveal substantial content or structure of the information model to unlicensed third parties.

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In particular, the Licensee can collaborate and exchange derived works with other licensees, provided the recipient has licensed the same version or has an active maintenance contract.

The Licensee may share presentations about the Licensee's derived works in conferences, articles, and other publications if disclosure of the Information Model details is limited.

To obtain a waiver, contact us with details of the Licensee's derived work and the intended recipients.

4 Restricted Materials

The Information Model is "Restricted Materials," and Derived Works contain Restricted Materials. The Licensee agrees to use the same care and discretion to avoid disclosure, publication, or dissemination of the Restricted Materials as the Licensee uses with their proprietary information that the Licensee does not wish to disclose, publish, or disseminate.

In addition, the Licensee agrees to utilize security functions, such as password-protected access and file permissions, to safeguard the Restricted Materials.

The Licensee agrees to use the Restricted Materials solely under the license in this Agreement. The Licensee may disclose the Restricted Materials to the employees within their enterprise who need to know. Before the disclosure, the Licensee had written confidentiality and non-disclosure agreements with its employees, requiring them to treat the Restricted Materials as defined in this Agreement.

The Licensee may not provide copies of the Information Model or its Derived Works to any third party except where the third party is under contract with the Licensee as a consultant, distributor, or subcontractor. The Licensee has in place confidentiality and non-disclosure agreements that extend to the Information Model.

5 Maintenance (optional)

Jayzed Data Models releases new versions of FIB-DM after new ontology modules are released into FIBO Production.

The maintenance contract provides the Licensee with free upgrades for 12 months. The Licensee is entitled to receive the latest version of the Information Model that we offer to new licensees.

The maintenance may include free support, education, training, and advice hours.

6 Fulfillment

The Licensee shall designate an employee of the Licensee's organization as the technical and administrative contact.

Once both parties have signed this Agreement, the Licensor will invoice the amount due, including payment instructions, to the Licensee's designated administrative contact.

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Upon payment, the Licensor provides the Licensee's technical contact with a secure download link to obtain the Information Model.

7 Charges and taxes

The Licensee agrees to pay the Licensor the charges for the Information Model listed in Schedule A.

The Licensor, Jayzed Data Models Inc., is a corporation based in Vermont, United States of America. Suppose any authority in jurisdictions of The Licensee's Organization imposes a duty, tax, levy, or fee, excluding those based on Jayzed State and Federal income taxes. In that case, the Licensee is responsible for paying those charges.

8 Limited Warranty

Except as explicitly provided in this section and subject to any statutory, Jayzed Data Models makes no warranties, including fitness for any particular purpose, regarding the Information Model or technical support.

The Information Model, FIB-DM, is released as a Conceptual Data Model in the CDM format of the SAP PowerDesigner tool. For three months, we will replace any defective model file that does not open in PowerDesigner free of charge.

The Licensee has tested and evaluated the Open Source FIB-DM core. The Licensee is responsible for verifying that the FIB-DM model file serves the Licensee's intended purpose, particularly when migrating or importing it into other software tools. The Licensor guarantees that the Full Commercial version does not contain structural changes unless explicitly stated. In other words, if the FIB-DM Open Source works, then the extended version should work as well.

The Licensee has evaluated the FIB-DM technical specification and the Full Conceptual Model Report. The Licensor assures that all model objects and properties described in the technical specification are present in the licensed Information Model. We do not warrant that the technical specification has all FIBO elements and annotations of a particular release.

Data Model Resources are bonus materials not covered by this limited warranty.

9 Training, Implementation Advice, and Support (optional)

The Licensor will provide a FIB-DM expert to provide remote support for the hours specified in Schedule A.

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The training is a 2-day online course for business and technical users, as well as data modelers, that provides an overview of FIB-DM's business content and structure.

Implementation Advice helps to scope and customize an optimal project model from FIB-DM for a particular project via emails and online meetings.

Support answers Licensee questions on an ongoing basis by phone, email, or online meetings.

The Licensee can allocate hours, agree on a training schedule, plan implementation, and receive advice and support.

10 Miscellaneous

The Licensor and Licensee may sign and exchange a separate Non-Disclosure Agreement (NDA).

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes any prior agreements between the Parties relating to the subject matter of this Agreement.

The Customer provides copies of the Agreement to their respective entities. The Lead Entity is responsible for ensuring that its respective company adheres to the terms and conditions of this Agreement.

In witness whereof, the Parties hereto have duly executed this Agreement by duly authorized representatives of the Parties as at the day and year first above written.

Jayzed Data Models, Inc.	**Your Financial Institution**
Signature and date	Signature and date
Jurgen Ziemer, President Print name and title	Print name and title

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Schedule A

Information Model: Financial Industry Business Data Model Version: 2.x, derived from FIBO Q1, 2024, or a later version.

License fees: $129,000 USD

Maintenance:

Training and Implementation Advice: 40 hours, remote

Maintenance fees: $___ USD

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