Patent Rights License Agreement (PRLA)

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], with registered office at [redacted], USA (**"Licensor"**),

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

Whereas the **Configurable Ontology to Data model Transformation (CODT)** technology and process, as claimed in the Patent Rights (as defined below), was developed by Jayzed Data Models President Jurgen Ziemer, who is listed as the inventor in **U.S. Patent No. 12,038,939**.

Whereas the Licensee holds a valid Intellectual Property License Agreement (IPLA) for the Financial Industry Business Data Model (FIB-DM).

Whereas the Licensee wants to obtain a non-exclusive license under the Patent Rights.

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, 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*" refers to 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 copyright or a Patent.
- An "Information Model" is a type of intellectual property in software engineering that represents concepts and their relationships, constraints, rules, and operations to specify the semantics of data for a chosen domain of discourse. Examples of Information Models are ontologies, object, message, process, conceptual, logical, and physical data models.

CODT transforms ontologies into other Information Models and reverse-engineers information models into ontologies.

- "*CODT Products*" are Information Models made by the CODT process.
  CODT transforms ontologies into other Information Models and reverse-engineers information models into ontologies. Hence, under 35 U.S.C 154 (a)(2), CODT is a process, and Information models are Products made by that process.
- "*CODT* Software" refers to the MS Excel Application described as the First Embodiment of the CODT Patent.
- "Metadata Sets," as defined in the Patent's non-transitory storage medium specification, are standardized data sets for metadata. The Software implements them as MS Excel workbooks and spreadsheets.
- "*Modifications*" of the Software comprise changing transformation parameters, formulas, computer code, or structure of the Metadata Sets.
- "*Secondary Works*" refers to migrating the Software to other programming languages or software development platforms.
  Secondary works comprise the
  - migration of CODT to the Licensee's Extract Transform and Load (ETL) environment.
  - migration of Metadata Sets to database tables or programming language objects.
  - harvesting Intellectual Property for other developments.
- "Derived Work" refers to any work based on one or more existing works. For the purposes of this Agreement, "Derived Works" refers to any software based on CODT. Derived works can be Modifications, Secondary Works, or any combination. Derived Works include any software based on the Intellectual Property claimed in the CODT Patent.
- "*Distribution*" refers to sharing or making available CODT, any derived works, or CODT Products to third parties.
- "*Third Parties*" are any persons or entities outside the Licensee's and subject to Clause 4.
- "*Patent Rights*" means
  - the CODT patent U.S. 12,038,939, including the U.S utility application 16/985,414
  - any continuation, reissue, renewal, reexamination, substitution, or extension of the Patent
  - any foreign counterpart (including Patent Cooperation Treaties) of the Patent
  - any supplementary protection certificates, pediatric exclusivity periods, any other patent term extensions, and exclusivity periods of the Patent.
- "*Valid Claim*" means a claim within the Patent Rights that has not been
  - held permanently revoked, unenforceable, unpatentable, or invalid by a decision of a court or governmental body of competent jurisdiction, unappealable or unappealed within the time allowed for appeal

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- rendered unenforceable through disclaimer or otherwise,
- abandoned or
- permanently lost through interference or opposition receding without any right of appeal or review,

2 Patent License

Subject to the terms and conditions outlined in this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, worldwide, non-transferable, royalty-bearing license under the Patent Rights solely to develop, make, have made, use, and import Licensed CODT Software and Products within the Licencee's Organization or Group.

The Valid Claims cover any additional CODT Software the Licensee develops by leveraging the Intellectual Property.

The Licensee may use the CODT Software within their enterprise to create and distribute Products and Derived Works, provided these are used solely for the Licensee's internal purposes.

Licensee may not distribute CODT Software, Products, or Derived Works to third parties.

3 Ownership

Jayzed Data Models Inc. created the Configurable Ontology to Data Model Transformation and has the copyright. The CODT Software is licensed, not sold.

Licensee agrees to treat the CODT Software, Products, and Derived Works as Restricted Material, as described in section 4.

3.1 CODT Software Modified Works

The Licensor retains title to the parts of the transformation contained in the CODT Software, and the Licensee retains title to the parts it produces.

For example, the MS Excel application creates an SAP PowerDesigner Conceptual Data Model, as defined in the Tool-Specific Metadata Set (TSMDS). Licensee may develop TSMDS for other data or object modeling tools and retain the copyright to the TSMDS and generated models. Note that the license is non-exclusive, and other licensees or Jayzed Data Models may independently develop similar Modified Works.

3.2 CODT Software Secondary Works

The Licensee retains the title to Secondary Works, and the Licensor retains the title to the Intellectual Property. Expressly, the algorithms and Metadata Sets contained in the Secondary Works.

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For example, Licensees may port the CODT Software to their ETL environments and retain the sole copyright to their code. However, the license granted in this Agreement is non-exclusive, and other licensees or Jayzed Data Models may independently develop similar Patent Embodiments.

3.3 CODT Products

The Licensee retains the title to Information Models that the Licensee produces with the CODT Software or Intellectual Property claimed in the CODT Patent.

The Licensee is responsible for abiding by the copyright and license of Information Models that serve as the source for transformation.

- The Licensee holds sole copyright to CODT Products, which the Licensee transforms from its in-house ontologies. The Licensor has no claims regarding these Information Models.
- For Open-Source Industry-Standard ontologies, this means prominently displaying the original copyright and license notes in the CODT Product.
- For Vendor Information Models, the Licensee is responsible for complying with the terms of their vendor license.
- For transformations that produce a FIB-DM or equivalent derived work, the Licensor retains the rights of the original Information Model. In order words, the IPLA section "2 Information Model and Derived Works Ownership" applies.

4 Customer License

Jayzed Data Models grants the Licensee a non-exclusive, non-transferable license to use, modify, translate, and distribute CODT Software and Products under the Patent Rights within the Licensee's enterprise.

The Licensee may use the CODT Software and Patent Rights within their enterprise only to create Derived Works for the Licensee's use.

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

The Licensee may create CODT Products internally for use within the Licensee's Enterprise but may not distribute the Information Models to third parties.

4.1 Data Model Resources

The Configurable Ontology to Data Model provides extensive resources, including educational videos, PowerPoint presentations, and other Microsoft Office documents. The Licensee's CODT license includes them as a bonus.

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The Licensor grants permission to freely copy, translate, modify, and utilize CODT resources and distribute them within the Licensee's Organization.

4.2 Distribution waivers

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

In particular, the Licensee can collaborate and exchange derived works with other licensees, provided the recipient has licensed the same version of CODT or FIB-DM or has an active maintenance contract in place.

The Licensee may share presentations about their CODT Products in conferences, articles, and other publications, provided that disclosure of the Information Model details is limited.

To obtain a waiver, please contact us with the necessary details and the intended recipients.

5 Restricted Materials

CODT Software and Products are "Restricted Materials," their 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 they do not wish to disclose, publish, or disseminate.

In addition, the Licensee agrees to utilize security functions such as password-controlled access and file permission settings to protect the Restricted Materials.

The Licensee agrees to use the Restricted Materials solely in accordance with the license granted 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 has written Confidentiality and Non-disclosure agreements with its employees, requiring them to treat the Restricted Materials by this Agreement.

The Licensee may not provide copies of CODT Software and Products, or their 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 confidentiality and non-disclosure agreements that extend to the Information Model.

6 Maintenance (optional)

Jayzed Data Models releases new versions of FIB-DM after new ontology modules are released into FIBO Production, which may include updates to CODT configuration settings, the Metadata Set, or code.

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The maintenance contract provides the Licensee with free CODT updates for a period of 12 months. The Licensee's entitlement is to receive the latest version of the CODT Software that we offer to new licenses.

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

7 Fulfillment

The Licensee shall designate an employee of the Licensee's organization as 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.

The Licensor provides the Licensee's technical contact with a secure download link to obtain the CODT Software upon payment.

8 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. 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.

9 Limited Warranty

Except as explicitly provided in this section and subject to any statutory requirements, Jayzed Data Models makes no warranties regarding the CODT Software or technical support, including any warranty of fitness for a particular purpose.

The Licensee has evaluated the CODT Patent and education resources. The Licensor demonstrates that the CODT Software produces the Entity-Relationship MDS from the latest FIBO release.

CODT Resources are bonus materials not covered by this limited warranty.

10 Training, Implementation Advice, and Support

The Licensor will provide a CODT expert with remote support for the hours specified in Schedule A.

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11 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, superseding any prior agreement 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.

I**n witness whereof, the Parties hereto have duly executed this Agreement by their duly authorized representatives as of 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

CODT Software: MS Excel Workbooks and SPARQL queries.

Version: 2.x, used to derive FIB-DM from FIBO Q1, 2025, or a later version.

License fees: $_____ USD

The training is a 2-day online course for ontologists, data architects, and software engineers. The license agreement includes the training at no additional charge.

Following the Patent Specification and education resources, participants will

1. Install the CODT directory structure, MS Excel workbooks, and SPARQL queries.
2. Execute the queries and transform the query results into FIBO Ontology MDS.
3. Set Configuration Parameters
4. Transform Ontology MDS into the generic Entity-Relationship MDS.
5. Transform the Entity-Relationship MDS into Tool-specific (SAP PowerDesigner) MDS
6. Import the Tool-specific MDS into PowerDesigner, creating FIB-DM.
7. Validate that their transformed FIB-DM is identical to the licensed downloaded model.

Optional maintenance, 12-month, quarterly updates:

Maintenance fees: $_____ USD

Optional training and Implementation Advice: 40 hours, remote

Advisory fees: $_____ USD

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