



# Intellectual Property License Agreement

Thank you for doing business with us. We strive to provide you with high-quality Products and Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know.

The Jayzed Intellectual Property License Agreement (“Agreement” or “IPLA”) covers our license to you of the Financial Industry Business Data Model (FIB-DM) and related materials.

The Customer Licensing Legal Entity and Jayzed Data Models Inc. agree to coordinate the activities of the Customer Entities (“you”) and Jayzed Data Models (“we”) under this agreement. The Licensing Legal Entity is a Customer Company or Government department or agency.

The Customer Lead Entity, copies of the Agreement to their respective entities. The Lead Entity is responsible for the adherence of their respective Companies to the terms and conditions of this Agreement.

## 1 Definitions

Your “**Organization**” is the Customer Lead Legal Entity and the subsidiaries that it owns by more than 50% as of the date of this Agreement and does not include any future business entities or assets of business entities which would become part of the Organization through merger or acquisition activity after the date of this Agreement.

If the Customer Lead Legal Entity is the group holding company, then Enterprise comprises the whole organization.

If the Customer Lead Entity is a subsidiary of a holding company, then Enterprise may be limited to a particular business division or country jurisdiction.

“**Intellectual Property**” is a work or invention that is the result of creativity, such as a manuscript, a design, or other trade secrets, to which one has rights and for which one may apply for copyright or patent.

“**Information Model**,” a type of intellectual property in software engineering, is a representation of concepts and the relationships, constraints, rules, and operations to specify data semantics for a chosen domain of discourse. Examples of Information Models are ontologies, object, message, process, conceptual, logical, and physical data models. FIB-DM is a conceptual data model and hence an Information Model.

“**Derived Work**” is any work that is based upon one or more existing works. For the purposes of this agreement, derived works are any Information Models or materials based upon the licensed Information Model. Derived works can be Modifications, Secondary Works of any combination of the two.

“**Modifications**” of the Information Model comprise of scoping a subset, 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 of

- a) migration the model to a different (data) modeling tool
- b) generated object, message, process, logical, physical or any other Information Models and code
- c) export of the model into human or machine-readable extracts, such as reports and diagrams.

“**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 Your Organization.

## 2 Information Model and Derived Works ownership

Jayzed Data Models Inc. created the Financial Industry Business Data Model and has the copyright. The Information Model is licensed, not sold.

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

### 2.1 Modified Models

Jayzed retains title to the parts of the original Information Model contained in the modified model. You retain title to the parts that you produce.

### 2.2 Secondary Works

You retain title to the Secondary Works that you create. Jayzed retains title to the portion of the Information Model contained in the Secondary Work.

### 2.3 Original Work,- the Financial Industry Business Ontology copyright

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 secondary work derived from the FIBO, whereby ontology modules transform into data model packages. The data model retains the EDMC and OMG copyright marks as a package annotation, as required by the Open Source ontology license.

## 3 Customer License

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

You may use the Information Model within your Enterprise only to process data in productive use, and to create Derived Works only for your use. You may distribute the Derived Works internally for use within your Enterprise. You may not distribute Derived Works to third parties.

You may also make and install copies to support the level of use described in the paragraph above, providing you reproduce the copyright notice and any other legends of ownership on each copy, 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 copyright notice and permission are included in the work. FIB-DM prominently displays the ontology copyright and license and hence is in full compliance with the MIT license requirements.

You should treat your FIB-DM derived works in the same way as you would treat works that you derive from the FIBO. In other words, you 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 of 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 your rights to distribute the FIB-DM core. However, you must not distribute any model portions of the extended model; in other words, any model elements from Securities, Derivatives, Indices & Indicators, or any other extended packages.

This license agreement extends your rights for the FIB-DM core, allowing you to keep your derived works proprietary. You don't have to grant GPL 3.0 on any works you create, including those based on the FIB-DM core.

### 3.3 Data Model Resources

The Financial Industry Business Data Model comes with extensive resources, education videos, PowerPoints, and other MS-Office artifacts. They are included as a bonus for your FIB-DM license.

You have permission to freely copy, translate change, and utilize the data model resources and distribute within Your Organization.

### 3.4 Distribution waivers

You may have bona fide requirements to distribute derived works beyond Your Organization. Jayzed Data Models will waive distribution restrictions free of charge as long as your derived work does not reveal directly or by analyzing substantial content or structure of the information model to unlicensed third parties.

In particular, you are free to collaborate, and exchange derived works with other licensees provided that the recipient has licensed the same version or has an active maintenance contract.

You may share presentations about your derived works, in conference, articles, and other publications as long as disclosure of the Information Model details are limited.

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

## 4 Restricted Materials

The Information Model is "Restricted Materials," and Derived Works contain Restricted Materials. You agree to use the same care and discretion to avoid disclosure, publication, or dissemination of the

Restricted Materials as you use with your own information that you do not wish to disclose, publish or disseminate.

In addition, you agree to use such security functions as password-controlled access, file permission access to protect the Restricted Materials. You agree to provide secure lockable work facilities where all work using the Restricted Materials will be performed and where all copies will be kept.

You agree to use the Restricted Materials solely in accordance with the license in this Agreement. You may disclose the Restricted Materials to your employees within your Enterprise who have a need to know. Before the disclosure, you will have a written Confidentiality and Non-disclosure agreements with your employees sufficient to require them to treat Restricted Materials in accordance with this Agreement.

You may not provide copies of the Information Model, or Derived Works to any third party, except where the third party is under contract with you as a consultant, distributor, or subcontractor, and you have written confidentiality and non-disclosure agreements extending to the Information Model in place.

## 5 Maintenance (optional)

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

The maintenance contract provides you with free upgrades for a period of 12 months. Your entitlement is to receive the same latest version of the Information Model that we offer to new licensees.

The maintenance may specify free support and advice hours, and they offer additional services at a discounted rate.

## 6 Fulfillment

You shall designate an employee of your organization as the technical and administrative contact.

Once this agreement has been signed by both parties, Jayzed Data Model will invoice the amount due with payment instructions care of your administrative contact.

Upon payment, we will provide your technical contact with a secure download link to obtain the Information Model.

## 7 Charges and taxes

You agree to pay Jayzed Data Models the charges for the Information Model listed in Schedule A.

Jayzed Data Models Inc. is a State of Vermont, United States of America Corporation. If any authority in jurisdictions of Your Organization imposes a duty, tax, levy, or fee, excluding those based on Jayzed State and Federal income taxes, then you are responsible for paying those charges.

## 8 Limited Warranty

Except as explicitly provided in this section, and subject to any statutory warranties which can not be excluded, Jayzed Data Models makes no warranties, including fitness for any particular purpose regarding the Information Model or technical support.

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

You have tested and evaluated the Open Source FIB-DM core. It is your responsibility to validate that the FIB-DM model file fits your desired purpose, in particular, to migrate or import the model into other software tools. We assure you that the Full Commercial version, FIB-DM extended does not contain structural changes unless explicitly stated. In other words, if FIB-DM core works, so should the extended version.

You have evaluated the FIB-DM technical specification, the Full Conceptual Model Report. We assure you that all model objects and properties described in the technical specification are present in your licensed Information Model. We do not warrant that the technical specification has all FIBO elements and annotations of a particular release.

Data Model Resources, including derived Information Models, are bonus materials and not covered by this limited warranty.

Schedule A

Information Model : Financial Industry Business Data Model, Version: 1, Q4, 2019

License fees: \_\_\_\_\_ USD

Maintenance, 12 months starting \_\_\_\_\_, 2020

Maintenance fees: \_\_\_\_\_ USD

Agreed to

(Customer Legal Entity)	<b>Jayzed Data Models, Inc.</b>
(address)	Whitingham, Vermont, USA
By	By
(Authorized signature)	(Authorized signature)
(Print Name)	Jurgen Ziemer
(title)	President