

SAIL MEMBERSHIP AGREEMENT

This SAIL Membership Agreement (“Agreement”) is entered into upon the date on which this Agreement is signed by the second party to sign below, and is effective as to that Foundation Member upon such date (the “Effective Date”), whereby such Foundation Member becomes a party to this Agreement on behalf of itself and its Affiliates and becomes bound by the terms and conditions. This Agreement is by and between the undersigned Foundation Member, the Shared AI License Foundation LLC (“SAIL”), and all other current and future Foundation Members. Except as expressly approved by the Foundation Administrator in writing, the Entity executing this Agreement as a Foundation Member shall be the ultimate corporate parent that is not a subsidiary of another Entity.

Whereas the undersigned Foundation Member desires (a) to grant a nonexclusive license of a defined scope under Covered AI Technology patents to all other members of SAIL and (b) to become a member of SAIL, such membership thereby effectuating a similarly scoped license back from all the other members of SAIL to the undersigned Foundation Member.

NOW THEREFORE, each Foundation Member agrees as follows.

1. License Grant and Release

1.1. Grant of License and Release. With respect to each of its Subject Patents, and subject to the conditions and limitations of this Agreement, each Licensor hereby grants to every Licensee a present, fully vested and irrevocable (except as provided in Section 2 below):

(a) worldwide, royalty-free, non-exclusive, non-sublicensable, and non-transferable license (including by inducement, contributory infringement, or any analogous legal doctrine in the applicable jurisdiction) under the Licensed Patents to make, have made, use, import, sell, offer for sale, lease, or otherwise distribute or provide Covered AI Technologies, whether alone or in combination with a staple article or commodity of commerce suitable for substantial non-infringing use; and

(b) release of any and all claims, liabilities, and damages (including against a Licensee’s Channel Entities and Customers) for all infringement of Licensed Patents to the extent such claims are based on a Licensee’s Covered AI Technology and acts prior to the Effective Date that, had they been performed after the Effective Date, would have been licensed under this Agreement.

1.2. No Other Rights. Except as expressly set forth in Sections 1 and 2 no license or right under any Patents or other intellectual property is granted by this Agreement, whether by implication, estoppel, or otherwise.

1.3. Full Force and Effect. All Licenses granted in this Agreement are intended to and shall run with the Licensed Patents to which they pertain and be binding on subsequent owners and licensees. Any transfer or grant of rights in or to a Licensor’s Licensed Patent(s), whether by such

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Licensor or any subsequent assignee, transferee or successor, shall be subject to the Licenses and continuing obligations of this Agreement with respect to such Licensed Patent(s), and any transferee shall agree that the transfer is subject to Licenses granted in this Agreement.

1.4. Term of License. The term of the licenses granted under a Licensed Patent in Section 1 of this Agreement shall be from the Member's Effective Date until the expiration date of the Licensed Patent, unless earlier terminated or suspended under the provisions of this Agreement.

2. Assignment, Change of Control, Withdrawal and Amendment

2.1. Assignment. Subject to the provisions of Section 2.2 below and except as set forth in the next sentence, no Foundation Member, Licensor, or Licensee or their respective Affiliates may assign this Agreement or its rights hereunder, including but not limited to by operation of law, and any attempt to do so shall be void. A Foundation Member may assign this Agreement to its Affiliate solely as necessary to effect a corporate reorganization of such Foundation Member that does not constitute a Change of Control.

2.2. Change of Control.

(a) Foundation Member. In the event that a Foundation Member undergoes a Change of Control, whether during or after its Participation Period, by an acquirer that (i) is not a Financial Investor, and (ii) is not and does not become a Foundation Member or an Affiliate of a Foundation Member that is then within such Foundation Member's Participation Period during the six (6) month period after the effective date of such Change of Control, then the Foundation Member and all of its Affiliates will be deemed to have withdrawn from this Agreement, effective six (6) months after the effective date of such Change of Control. Notwithstanding Section 6.1, an acquirer and its Affiliates prior to the Change of Control will not be considered to become an Affiliate of the Foundation Member under this Agreement merely by virtue of having acquired Control of the Foundation Member.

(b) Affiliate of a Foundation Member. If an Entity ceases to be an Affiliate of a Foundation Member ("Former Affiliate" and "Parent Member" respectively for purposes of this section) and does not become a Foundation Member within ninety (90) days thereafter, then such Entity will be deemed to have withdrawn from this Agreement, effective as of the date it ceases to be an Affiliate of the respective Foundation Member. If however the Former Affiliate becomes a Foundation Member within the ninety (90) day period, the effective date of their membership will be considered to be the effective date of membership of the Parent Member.

(c) Notice. In order to allow the Foundation Administrator to determine a withdrawal date under this Section 2.2, the Foundation Member agrees to inform the Foundation

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Administrator within thirty (30) days of a Change of Control of the Foundation Member of the fact of such Change of Control and its respective effective date.

2.3 Defensive Suspension. A Licensor may suspend the License granted to a Licensee and its Affiliates if, after the Licensee's Effective Date (or in the case of an Entity that is an Affiliate after the date such Entity became an Affiliate), that Licensee or its Affiliate:

(a) files or prosecutes one or more patent infringement claims (e.g., an ITC § 337 unfair import proceeding based on patent infringement) against the Licensor or its Affiliates that are based on Licensor's distribution or use of Covered AI Technologies, or combinations where the Covered AI Technologies alone substantially embody the element(s) alleged in the one or more patent infringement claims;

(b) initiates or prosecutes a proceeding challenging the validity, patentability or enforceability of a Licensed Patent assigned to the Licensor or its Affiliates, except that the Licensor may not suspend the License if the proceeding was brought in response to the filing of one or more of the infringement claims specified in Section 2.3(a) of this Agreement;

(c) materially assists a third party in an activity listed in subsections (a) or (b); or

(d) is added to, or becomes subject to, any United States government restricted party list and the granting of the License under this Agreement would constitute a violation by the Licensor of United States export control laws.

A suspension under subsections (a), (b), or (c) shall take effect thirty (30) days after written notice unless the triggering action is withdrawn, dismissed, or otherwise resolved within such period. Once effective, the suspension shall remain in effect until the triggering action of prosecuting the claims or proceeding or the material assistance of such is withdrawn, dismissed, or otherwise resolved. A suspension under subsection (d) shall be effective immediately and shall remain in effect for so long as the conditions are satisfied.

2.4. Withdrawal and Termination.

(a) Withdrawal. A Foundation Member may withdraw from this Agreement through a Change of Control under Section 2.2 above, or by sending the Foundation Administrator a written announcement that declares the Foundation Member's intent to withdraw and is signed and submitted by an authorized representative of the Foundation Member. The Foundation Member's withdrawal will be effective as to such Foundation Member and all of its Affiliates six (6) months after it sends the withdrawal announcement ("Withdrawal Date"). The Withdrawal Date will be published on the Foundation Website.

(b) Termination for Non-Payment. If an Entity fails to pay the initial dues under Section 5.6, that Entity's execution of this Agreement shall not be effective and the Entity

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shall not become a Foundation Member (regardless of whether the Foundation Administrator countersigns the Agreement that was submitted). If an Entity has failed to timely pay Foundation dues that had been invoiced to that Entity, the Foundation Administrator may terminate an Entity effective on a specified date (“Termination Date”), and the Entity will no longer be a Foundation Member as of the Termination Date. The Termination Date will be published on the Foundation Website.

(c) Suspension Based on a Restricted Party List. If a Foundation Member or its Affiliate is subject to any United States government restricted party list, any license provided under this Agreement is neither granted nor maintained to the extent, and only for so long as, granting the license would constitute a violation by the Licensor of United States export control laws.

2.5. Scope of Rights Following Exit Date.

(a) Inbound Licenses. Generally, the Licenses granted to a Foundation Member or its Affiliate that has or is deemed to have withdrawn or terminated shall terminate effective as of the Exit Date. Exceptions: (i) Foundation Members who have paid annual fees for at least three (3) years and who withdraw pursuant to Section 2.4(a) will retain their inbound licenses with respect to Licensed Patents with an earliest priority date on or prior to the date the Withdrawal goes into effect and (ii) Foundation Members who make a Limitation Announcement under Section A-3 of Exhibit A will retain rights as set forth in Section A-4 of Exhibit A.

(b) Outbound Licenses. Where a Foundation Member or its Affiliate has or is deemed to have withdrawn or been terminated, all Patents of a Foundation Member or its Affiliate that are Licensed Patents as of the Exit Date (including all Patents that later issue on or claim priority, directly or indirectly, to any such Licensed Patents) shall remain Licensed Patents and will remain and continue to be licensed and subject to Section 1.3 following the Exit Date to all Licensees existing as of the Exit Date and to all Licensees that become an Affiliate of an existing Licensee after the Exit Date, subject to the terms and conditions of this Agreement.

2.6. Amendment. Provisions regarding amendment of this Agreement are set forth in Exhibit A, incorporated into this Agreement as if fully set forth herein.

3. Warranties

3.1. Disclaimer. EACH LICENSOR OFFERS THE PATENT LICENSES GRANTED HEREIN “AS IS” AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ITS PATENTS.

3.2. Representations and Warranties. Notwithstanding Section 3.1, each Foundation Member represents and warrants that:

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(a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and that it has the full right and power to grant the licenses, waivers, immunities, covenants and releases set forth herein;

(b) this Agreement has been duly authorized, executed and delivered by such Foundation Member and is enforceable against such Foundation Member;

(c) it has and covenants that it will continue to have and exercise the rights necessary to cause its Affiliates to be bound by the obligations of this Agreement (including the obligation to grant the Licenses with respect to the Licensed Patents in accordance herewith);

(d) it will not use or cooperate with any Financial Investors or other entities for the primary purpose of circumventing its obligations under this Agreement; and

(e) except as disclosed to and approved in writing by the Foundation Administrator, it is the ultimate corporate parent that is not a subsidiary of another Entity.

4. Disclaimer of Liability

IN NO EVENT SHALL ANY FOUNDATION MEMBER OR ANY OF ITS AFFILIATES BE LIABLE UNDER THIS AGREEMENT, OR BY VIRTUE OF GRANTING ANY LICENSES HEREUNDER, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OR FOR ANY OTHER PUNITIVE OR SPECIAL DAMAGES, WHETHER UNDER A THEORY OF WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH FOUNDATION MEMBER OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO SUCH AN OCCURRENCE.

5. Miscellaneous

5.1. Relationship of the Parties. This Agreement does not create any relationship of agency, partnership or joint venture among the Foundation Members or their Affiliates.

5.2. No Impact on Reasonable Royalty or Equitable Relief. Each Foundation Member and its Affiliates agrees that this Agreement does not reflect a royalty that any Foundation Member or its Affiliate might otherwise have negotiated with respect to any Licensed Patents. Each Foundation Member and its Affiliates further agrees that this Agreement is not intended to, and they will not argue that this Agreement is, relevant to whether an injunction is available or what would constitute a reasonable royalty or a measure of damages for infringement of any Licensed Patents in any dispute outside the scope of this Agreement.

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5.3. Third Party Beneficiaries. Each Foundation Member and each of its Affiliates is an intended third party beneficiary of this Agreement. Except as expressly provided herein, nothing in this Agreement is intended or shall be construed to give any Entity, other than Foundation Members and their Affiliates, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

5.4. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Foundation Members and their Affiliates with respect to the subject matter hereof.

5.5. Bankruptcy. Each Foundation Member acknowledges and agrees that from and after the Effective Date, and notwithstanding any limitations or conditions in Section 1 or 2 that may apply, (i) this Agreement is an executory contract as that term is used in Section 365 of the United States Bankruptcy Code; (ii) the License granted by each Licensor to each Licensee under this Agreement is subject to Section 365(n) of the Bankruptcy Code; (iii) for the purposes of Section 365(n) of the Bankruptcy Code, the Licensed Patents constitute “intellectual property” within the scope of Section 101 of the Bankruptcy Code; and (iv) in the event that any bankruptcy is filed by or against a Licensor, or the Licensor is adjudged bankrupt or insolvent, and the trustee in such bankruptcy rejects this Agreement, each Licensee will have the right to exercise all rights provided by Section 365(n), including but not limited to the right to retain its license rights under this Agreement and any agreement supplementary to this Agreement.

5.6. Costs. Foundation Members will pay fees for ongoing costs and operation of the Foundation and the Foundation Administrator in accordance with the Foundation published fee schedule in Exhibit B (“Fee Schedule”). Failure to pay fees within sixty (60) days will result in termination of Membership, as described in Section 2.4(b) herein.

The Fee Schedule in Exhibit B may be updated from time to time by the Board of Directors of SAIL in accordance with its bylaws, and such updates shall not constitute an amendment of this Agreement. The current Fee Schedule will be published on the Foundation Website. The Foundation Administrator may waive or discount fees from time to time for particular members or for particular periods of time to attract new Foundation Members or for other purposes approved by the Board of Directors in accordance with its bylaws.

5.7. General Release Waiver. With respect to the releases granted by it in this Agreement, each Licensor voluntarily and with full knowledge of its significance, expressly waives and relinquishes any and all rights it may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on releases. SPECIFICALLY, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES THAT: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY

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HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

5.8. Exclusive Grounds for Membership Termination. The grounds set forth in Sections 2.2, 2.3, 2.4 (including, for the avoidance of doubt, any termination for non-payment of dues effected pursuant to Section 5.6) as well as breaches of the representations and warranties of Section 3.2 are the exclusive grounds on which (i) a Foundation Member’s membership may be terminated, (ii) the execution of this Agreement by a Foundation Member or its Affiliate may be deemed not to have been effective, or (iii) the License of a Licensee may be suspended; provided that a Licensor may suspend a License to the extent, and only for so long as, the grant or maintenance thereof would constitute a violation of law applicable to such Licensor. Any purported termination, determination of ineffectiveness, or suspension on any other ground, whether under this Agreement, under any other agreement, or otherwise, is void ab initio and of no effect.

5.9. Notice. All notices and communications pursuant to this Agreement shall be in writing and signed by the Entity giving such notice and shall be deemed to have been given upon receipt or upon tender by electronic mail with a follow-on hardcopy using a priority or express courier, postage prepaid to the noticed party as follows: (a) in the case of the undersigned Foundation Member, to the email and mailing addresses provided on the signature page hereto, which addresses may be updated by notice from such Foundation Member to the Foundation Administrator; and (b) in the case of the Foundation Administrator, to the email and mailing addresses for the Foundation Administrator as of the date of notice as specified on the Foundation Website.

5.10. Section Headings. The Section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

5.11. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Delaware, without reference to its choice of law principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding and waives any objection it may have to venue or to convenience of forum.

6. Definitions

6.1. “Affiliate” means, with respect to a first Entity, any Entity that directly or indirectly Controls, is Controlled by, or is under common Control with such first Entity, but only for so long as such Control exists, provided, however, that in the event that a Foundation Member is or becomes Controlled by a Financial Investor, then such Financial Investor (and any Entities that

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(i) are Controlled by such Financial Investor, (ii) are not Affiliates of such Foundation Member other than because of their Control by such Financial Investor, and (iii) do not exist for the primary purpose of attempting to avoid having Subject Patents be subject to this Agreement) will not be considered Affiliates of such Foundation Member.

6.2. "Change of Control" means, with respect to a first Entity:

(a) direct or indirect acquisition (except for transactions described in clause (b) below), whether in one or a series of transactions, by a second Entity or related Entities of Control of the first Entity; or

(b) a merger, consolidation or other reorganization or recapitalization of the first Entity with a second Entity or a direct or indirect subsidiary of such second Entity, provided that a result of the consummation of such merger, consolidation or other reorganization or recapitalization, whether in one or a series of related transactions, is that the holders of Control of the first Entity immediately prior to such consummation do not Control, immediately after the consummation, the Entity surviving such merger, consolidation or other reorganization or recapitalization, or its direct or indirect parent Entity.

The "effective date" of a Change of Control is the date on which the relevant acquisition, merger, consolidation, reorganization or recapitalization (as applicable) occurs under applicable law.

6.3. "Channel Entity" means, as to an Entity, a direct or indirect distributor, reseller or licensor of such Entity in such Entity's sales or distribution channel.

6.4. "Control" means (i) the ownership, or the direct or indirect control, of more than fifty percent (50%) of the voting stock or other voting ownership interest of an Entity, or (ii) the sole power to elect, appoint, or cause the election or appointment of, directly or indirectly, at least a majority of the members of the board of directors (or such other governing body that exercises a similar level of control) of an Entity. The terms "Controlled" and "Controls" shall have a correlative meaning.

6.5. "Covered AI Technologies" means (a) any Foundation Model; and (b) any software and services specifically designed or substantially modified to primarily serve the purpose of (i) training, fine-tuning, or adaptation of Foundation Models; (ii) testing, verification, validation, or monitoring of Foundation Models or their outputs; (iii) integrating and/or interoperating with a Foundation Model, including but not limited to APIs or programming frameworks/libraries; or (iv) implementing or enhancing safety mechanisms, capability controls, or oversight capabilities for Foundation Models.

Notwithstanding the foregoing, Covered AI Technologies exclude (x) software products and services built on Foundation Models, including but not limited to end user applications and

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those application interfaces, and domain-specific implementations of Foundation Models; and (y) hardware infrastructure and components including improved physical designs, manufacturing processes, or architectures. Technologies that meet the definition of sections (a) or (b) retain their status as Covered AI Technologies even when integrated into or distributed with excluded items under (x) or (y).

6.6. “Customer” means, as to an Entity, an end-user or other customer, direct or indirect, of such Entity.

6.7. “Entity” means an individual, corporation, trust, partnership, joint venture, limited liability company, association, unincorporated organization, or other legal or governmental entity.

6.8. “Exit Date” means Withdrawal Date, or Termination Date.

6.9. “Financial Investor” means an Entity whose primary business is investing in equity securities or debt of other Entities (examples of a Financial Investor are a venture capital firm, an investment fund, a mutual fund, an investment company, or a private equity firm).

6.10. “Foundation Administrator” means Shared AI License Foundation LLC or other Entity appointed by Shared AI License Foundation LLC or its successor that administers the SAIL license, including receiving and publishing on the Foundation Website the name of Entities that submit this Agreement, withdrawal announcements (as set forth in Section 2.4), Limitation Announcements (as set forth in Exhibit A), and the associated dates of such announcements. The Entity acting as the Foundation Administrator may change from time to time as determined by the Board of Shared AI License Foundation LLC or its successor and such change will be announced on the Foundation Website.

6.11. “Foundation Member” means an Entity that enters into and has become a party to this Agreement as provided for in the first paragraph of this Agreement. Once an Entity becomes a Foundation Member, it remains a Foundation Member for purposes of this Agreement unless the Foundation Member has withdrawn as permitted under this Agreement or the Foundation Administrator has terminated the Entity for non-payment of Foundation dues. Unless otherwise approved in writing by the Foundation Administrator, the Foundation Member shall be the ultimate corporate parent that is not a subsidiary of another Entity.

6.12. “Foundation Model” means a machine learning model trained on broad data at scale; that exhibits general-purpose capabilities that can be adapted to a wide range of distinct tasks; and that allows for specific applications without complete retraining.

6.13. “Foundation Website” means the website maintained by SAIL.

6.14. “License” means the license rights, releases, waivers and immunities granted in Sections 1 and 2 of this Agreement, subject to the terms, conditions and limitations herein.

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6.15. “Licensed Patents” means the subset of Subject Patents that would, in the absence of a license, be infringed by making, having made, using, importing, selling, offering for sale, leasing, or otherwise distributing or providing Covered AI Technology, whether alone or in combination with a staple article or commodity of commerce suitable for substantial non-infringing use.

6.16. “Licensee” means, with respect to each Licensed Patent of a Licensor: (i) each Foundation Member who is within its Participation Period at any time that the respective Licensor or any corporate assignee, transferee or successor has, or after which the Licensor or any assignee, transferee or successor later obtains, the right to grant licenses, releases, waivers or immunities with respect to such Licensed Patent of or within the scope granted in the License; and (ii) each Affiliate of such Foundation Member that is or becomes an Affiliate of the Foundation Member at any time during such Foundation Member’s Participation Period, subject to Section 2 as applicable.

6.17. “Licensor” means a Foundation Member and each Entity that is, was, or becomes, an Affiliate of such Foundation Member during the Foundation Member’s Participation Period. Each Foundation Member and each of its Affiliates referenced in the prior sentence shall remain a Licensor with respect to its Licensed Patents and any future filed applications that claim priority (directly or indirectly) to any such Licensed Patents, even after a withdrawal, termination, or suspension as set forth in Sections 2.2, 2.3, and 2.4 or a Limitation Announcement as set forth in Exhibit A.

6.18. “Participation Period” means, with respect to a particular Foundation Member and each of its Affiliates, the period commencing on the date such Foundation Member signs this Agreement and transmits it to the Foundation Administrator and ending on the effective date of withdrawal or deemed withdrawal of such Foundation Member or its respective Affiliate (as set forth in Section 2) or applicable Limitation Date (as set forth in Exhibit A). A Foundation Member or its Affiliate may have more than one Participation Period, if it withdraws or is deemed to have withdrawn from the Agreement or issues a Limitation Announcement and subsequently re-enters into this Agreement, provided that a withdrawing Foundation Member under Section 2.4 may not re-enter this Agreement for a period of at least six (6) months after its withdrawal or issuance of a Limitation Announcement.

6.19. “Patent” means any patent, utility model, inventor certificate, or equivalent right (excluding a design patent or design registration) and any application for any of the foregoing anywhere in the world, including originals, continuations, continuations-in-part, divisionals, reexamination or review certificates, renewals, extensions, and reissues, and claims contained therein.

6.20. “Patent Assertion” means either of the following assertions of rights under a Patent against another Entity: (i) asserting (including but not limited to via a written or oral demand) a

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claim of infringement of such Patent, or (ii) the commencement or subsequent pursuit of a claim, action or proceeding in a judicial, administrative or other governmental body, including but not limited to a court (in any country) or the U.S. International Trade Commission, based in whole or in part on a claim of infringement of such Patent.

6.21. “Subject Patents” means: (i) all issued Patents and pending Patent applications owned or licensable (directly or indirectly) by a Licensor at any time during its Participation Period, and (ii) all Patents that at any time issue on or claim priority (directly or indirectly) to any such Patents under (i) above for which Licensor or any assignee, transferee or successor has or later obtains the right to license, whether during or after its Participation Period, in each of cases (i) and (ii), subject to the restrictions below:

- (a) Royalties. The above patents are Subject Patents only to the extent that the grant of a License to an applicable Licensee does not require payment of royalties or other consideration by Licensor to third parties (except for payments among Entities that form part of Licensor or to third parties for inventions made by the third parties while employed by Licensor) unless someone other than Licensor (or its assignees, transferees or successors) agrees to pay such royalties or other consideration on behalf of the applicable Licensee.
- (b) Licensor with limited rights. If a Licensor has any interest in a Patent or an Entity that owns or controls a Patent (including the right to withhold consent for Patent Assertion of such Patent) at any time during its Participation Period, but does not have the right to grant licenses, releases, waivers and immunities of the full scope set forth in this Agreement, then such Patent will be considered a Subject Patent only to the extent Licensor has the right to grant licenses, releases, waivers or immunities within the scope set forth in this Agreement. Licensor grants such licenses, releases, waivers and immunities to the maximum extent it has the right to do so without requiring payment of royalties or other consideration to third parties as set forth above, and agrees to withhold consent for Patent Assertion against any Licensee or with respect to any Licensee’s Covered AI Technologies to the extent it has the right to do so.
- (c) Financial institutions. Notwithstanding the foregoing, a Patent will not be considered a Subject Patent of a financial institution as defined by 18 U.S.C. § 20 solely by reason of being held by such financial institution (i) as trustee for a beneficiary that is not an Affiliate of such financial institution, or (ii) as a result of foreclosure or enforcement of a security interest in order to transfer the Patent to a third party that is not an Affiliate of such financial institution to satisfy an underlying financial obligation based on monies lent and secured by such Patent.

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SIGNATURE PAGE

By execution of this Agreement through its duly authorized representative below, the Entity identified below, on behalf of itself and its Affiliates, agrees to become a party to this Agreement as a Foundation Member and to be bound by its terms and conditions:

Foundation Member

Member: _____

Address: _____

Phone: _____

Email: _____

Signature of authorized representative: _____

Name of authorized representative: _____

Title of authorized representative: _____

Email (if different from above): _____

Date of signature: _____

Shared AI License Foundation LLC

Signature of Foundation authorized representative: _____

Name of authorized representative: _____

Title of authorized representative: _____

Date of signature: _____

Annual fee information: _____

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EXHIBIT A

Amendments

A-1 Procedure. An amendment may be put to a vote under this Exhibit A only upon the unanimous approval in writing of the Board of Directors of Shared AI License Foundation LLC or its successor (“Board”). The Board will adopt detailed procedures governing the amendment process that are aligned with the following basic procedure:

- Board will provide a notice to Foundation Members of the intent to amend, the topics of the amendment, and the general timeline, and the Board will solicit Foundation Member volunteers to work on a committee focused on drafting the amendment;
- Board will establish a committee to iterate on a draft;
- Board will publish any committee approved amendments with a thirty (30) day call for comments period from Foundation Members;
- Board and committee will review comments and revise the draft amendment as appropriate;
- Board will approve the proposed amendment for circulation to a vote of the Foundation Members.

Following Board approval of the circulation of an amendment for a vote as set forth above, the then-current Foundation Members qualified to vote will be notified of a proposed amendment via email with no follow-on hardcopy (notwithstanding Section 5.9). Such Foundation Members will have 30 calendar days to vote by responding by email to the Foundation Administrator at the email address designated on the Foundation Website or in the notice. If a Foundation Member fails to vote within the time period designated, the Foundation Member’s vote will not be counted. If a Foundation Member joins while an amendment is pending, that Foundation Member will be permitted to vote on the amendment that is currently pending but the time period to vote will not be extended for such Foundation Member.

A-2 Approval. Amendment of this Agreement requires vote in favor of the amendment by at least eighty percent (80%) of all Foundation Members who timely vote and who, at the time of the vote, are within their Participation Period, have not submitted a Limitation Announcement or announcement of the Foundation Member’s intent to withdraw and have paid any fees due. The terms of an amendment shall take effect upon the date of such approval (the “Amendment Effective Date”) which will be published on the Foundation Website. Notice of such approval will also be given to all Foundation Members via email with no follow-on hardcopy (notwithstanding Section 5.9). Upon taking effect, such amended terms shall apply with respect to and amend this Agreement regarding any Foundation Member and its Affiliates who, by the end of the Publication Period, have not issued a Limitation Announcement as specified below in Section A-3 of this Exhibit A.

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A-3 Dissenting Foundation Member May Submit a Limitation Announcement. The terms of an amendment of this Agreement shall be published on the Foundation Website for a period of sixty (60) days after it is approved (the “Publication Period”). Any Foundation Member that voted against the adoption of such amendment (a “Dissenting Foundation Member”) may submit a written announcement signed and submitted by an authorized representative of the Dissenting Foundation Member to the Foundation Website before the end of the applicable Publication Period declaring the Dissenting Foundation Member’s intent to limit the scope of its participation under this Agreement to the terms in effect immediately prior to the date the terms of the amendment take effect (“Amendment Effective Date”) and to the Patents of itself and its Affiliates that are Licensed Patents hereunder immediately prior to the Amendment Effective Date (“Limitation Announcement”). Any such amended terms shall not apply with respect to any Foundation Member and its Affiliates who, on or before the end of the applicable Publication Period, have issued a Limitation Announcement. The existence of each Limitation Announcement and the date of its submission will be published on the Foundation Website.

A-4 Scope of Rights Upon Limitation. The Licenses granted to and by a Dissenting Foundation Member and its Affiliates will be subject to the terms and conditions of this Agreement in effect immediately prior to the applicable Amendment Effective Date (“Limitation Date”). The Licenses granted to a Dissenting Foundation Member and its Affiliates will remain in effect after the applicable Limitation Date only with respect to Patents that are Licensed Patents of Licensors as of the Limitation Date. All Licenses granted to Licensees with respect to Licensed Patents of the Dissenting Foundation Member and its Affiliates as of the applicable Limitation Date will remain in full force and effect and continue to apply to each Licensee (including those Entities that become an Affiliate of a Foundation Member after the applicable Limitation Date). For avoidance of doubt, all Patents of a Dissenting Foundation Member or its Affiliates that are Licensed Patents as of its Limitation Date shall remain Licensed Patents subject to the terms and conditions of this Agreement after such Limitation Date.

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EXHIBIT B

Fee Schedule

\$25,000/year (established company rate, discounts available for smaller companies. Final approved price as indicated in the signature block.)