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LDBC Membership Application/Renewal Form (August 2023)

Part 1 Individuals and organizations

Membership category

Select one

- Individual associate member** *no subscription fee*
- Individual voting member** *standard rate annual subscription: 165 GBP*
- Individual voting member** *reduced rate annual subscription: 10 GBP*
- Non-commercial institution (voting member)** *annual subscription: 1,100 GBP*
- Commercial company (voting member)** *annual subscription: 2,200 GBP*
- Sponsor company/institution (voting member)** *annual subscription: 8,800 GBP*

Name

| |
|--|
| |
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Name of the individual or organization.

This will appear on your membership invoice, if applicable.

Postal address

| |
|----------------|
| Street address |
| |
| Postal Code |
| |
| Country |

This address will be shown on your membership invoice, if applicable.

We will communicate with you via email.

| | | |
|---|--|-------------------------------|
| Website address | | <i>For organizations only</i> |
| Twitter user handle | | <i>For organizations only</i> |
| URL to company logo (high-DPI or vector graphical) | | <i>For organizations only</i> |

If you are applying for **Individual membership**, also complete Parts 2 and 4.

If you are applying **on behalf of an organization**, also complete Part 3 and Part 4.

Part 2 *Individuals only*

E-mail address

Part 3 Organizations only

| | | |
|--|--|---|
| Administrative contact | Personal name | <i>Your membership invoice and any correspondence relating to financial matters will be sent by e-mail to you admin contact.</i> |
| | E-mail | |
| | Phone + | |
| Authorized representative | Personal name | <i>The authorized representative of your organization will be asked to vote in General Meetings or on Written Resolutions, typically relating to constitutional matters or the appointment of Directors.</i> |
| | E-mail | |
| <p>Member of the Members Policy Council (MPC).</p> <p><i>The term "Members Policy Council" has exactly the same meaning as the term "Members Council" in the Articles of Association of LDBC.</i></p> | <p>We wish to appoint a member of the Members Policy Council <input type="checkbox"/> .</p> <p>Our MPC member is the same as our authorized representative <input type="checkbox"/> .</p> <p><i>or</i></p> <p>Our MPC member is the following person:</p> <p>Personal name</p> <p>E-mail</p> | <p><i>Organizations are entitled to appoint one member of LDBC's Members Policy Council.</i></p> <p><i>You do not have to appoint an MPC member. If so, leave this section blank.</i></p> <p><i>Your MPC member can be the same person as your authorized representative.</i></p> |

Part 4 Signature

I hereby **apply to join***
 confirm my continued membership*

of the Linked Data Benchmark Council

as **an individual***
 on behalf of the organization named in Part 1 above*.

I agree to the terms of the [LDBC Membership Agreement](#), which follows below.

**please select one of the two options*

Signature _____

Full name _____

Date _____

Title/office/capacity *only if signing on behalf of an organization*

Variation record

Changes to the Membership Application/Renewal Form, and the Membership Agreement which it incorporates.

| <i>Version date</i> | <i>Material changes</i> |
|---------------------|---|
| August 2023 | <p>The changes in this version of the Membership Application/Renewal Form and the Membership Agreement which it incorporates, are mostly consequent upon the adoption of new Articles of Association on 30 March 2023, and the adoption of a new Version 1.4 of the Bye-laws, on 2 May 2023. Links to these documents have been updated to point at files containing these new versions stored on the LDBC website.</p> <p>The description of the classes and types of membership have been rephrased to reflect the new simplified classes of membership introduced in the revised Articles of Association.</p> <p>The amount and reference currency of membership fees have been updated in line with decisions of the old Board of Directors made in 2023.</p> <p>The parts of this application form referring to the appointment of a director nominated by an organizational member and to the consent to appointment of the nominee have been removed.</p> <p>The form now provides for three nominations by an organizational member: an administrative contact, an authorized representative (a position always recognized by the Articles of the Association of the company since its formation), and (optionally) a member of the Members Policy Council.</p> <p>A note has been added to each document stating that the term “Members Policy Council” is exactly coterminous with the term “Policy Council” used in the Articles of Association.</p> <p>References to the “LDBC Steering Committee” have been replaced with references to the “Board of Directors”, and references to the “Board of Directors” by references to the “Members Policy Council”.</p> <p>The registered address of the Company has been updated to First Floor, Two Chamberlain Square, Birmingham, England, B3 3AX</p> <p>This variation record has been introduced</p> |

LDBC Membership Agreement (August 2023)

Linked Data Benchmark Council (“LDBC”)

Note: the term “Members Policy Council” used in this agreement is exactly coterminous with the term “Policy Council” used in the Articles of Association.

This is the LDBC Membership Agreement referred to in the LDBC Membership Application/Renewal Form (August 2023).

1. Conditions of Membership

1.1. It is a condition of being a Member of LDBC that all Members enter into and adhere to the following documents:

1.1.1. The [LDBC Participation Agreement](#) (appended to this Agreement) which incorporates:

1.1.1.1. [LDBC Patent and Disclosure Rules](#); and

1.1.1.2. [LDBC Contributor License Agreement](#) (Organization or Individual depending on membership class) (“CLA”); and

1.1.2. [Byelaws](#) and [Articles of Association](#) of LDBC.

2. Scope of Participation Agreement

2.1. The Participation Agreement covers all activities undertaken by the Member in the context of membership of LDBC.

3. Payment of Dues

To become an Associate Member, you agree to take part in activities of LDBC in support of its objects from time to time, and in return the Board has agreed to waive any annual subscription.

To become any other class of Member, you agree to pay dues as set out in the membership application form, without setoff or deduction.

3.1. LDBC, in addition to any other rights it may have, may terminate this Agreement and your Membership upon 15 days’ notice should you fail to pay dues on the due date.

3.2. Dues may become subject to VAT which will be added (if applicable) at the appropriate rate.

4. Variation of this Agreement

This Agreement may be varied by notice in writing from LDBC from time to time. Variations will normally be aligned with the end of the calendar year, issued before 1st December in any year and come into effect on 1st January in the following year. LDBC may in exceptional cases make changes at other times, in which case LDBC shall issue a notice of change with not less than 30 days' notice after which the change shall automatically come into effect.

5. Termination and Effect of Termination of Membership

A Member may terminate their membership immediately upon service of a notice to LDBC. LDBC may terminate this Agreement as set out in the Byelaws and/or Articles of Association of LDBC.

Termination of membership for any reason shall not affect any rights or obligations which have accrued to either party prior to termination. If Membership is terminated within 15 days after variation of this Agreement under clause 4 above, the rights and obligations so accrued shall be those which accrued under the terms of this Agreement prior to variation. This Agreement (and all agreements referred to in it) shall terminate upon termination of membership and vice versa.

LDBC Participation Agreement

1. It is a condition of being a Participant of LDBC that all Participants enter into and adhere to this Participation agreement, which incorporates the:
 - 1.1. LDBC Patent Disclosure and Licensing Rules; and
 - 1.2. LDBC Contributor License Agreement (Organizational or Individual depending on membership class) ("CLA")which are appended to this Participation Agreement
2. The Participant's activities may be limited to the scope of projects, working groups or other activities as determined by LDBC from time to time ("Scope"). The Participant's obligations under the Patent Rules are limited to the extent of the Scope, but the Scope does not limit their obligations under the LDBC Contributor License Agreement.

3. The Participant agrees to comply with the rules and terms of reference applicable to projects, working groups or other activities in which they participate as established or authorised by LDBC from time to time.

4. Variation of this Agreement

This Agreement may be varied by notice in writing from LDBC from time to time. Variations will normally be aligned with the end of the calendar year, issued before 1st December in any year and come into effect on 1st January in the following year. LDBC may in exceptional cases make changes at other times, in which case LDBC shall issue a notice of change with not less than 30 days' notice after which the change shall automatically come into effect.

5. Termination and Effect of Termination of Participation

5.1. A Participant who is not a Member of LDBC shall be entitled to terminate their participation immediately upon service of a notice to LDBC.

5.2. Termination of this Participation Agreement for any reason shall not affect any rights or obligations which have accrued to either party prior to termination. If this Participation Agreement is terminated within 15 days after variation of this Agreement under clause 4 above, the rights and obligations so accrued shall be those which accrued under the terms of this Agreement prior to variation.

LDBC Patent and Disclosure Rules

1. Definitions

1.1. "Rules" means these Patent Disclosure and Licensing Rules as amended in accordance with the Byelaws of LDBC from time to time.

1.2. "Work Charter" means a charter for the work of an LDBC Task Force or Working Group established in conformance with the Byelaws of LDBC.

1.3. "Document" means a communication containing writing, diagrams, images or audio or visual recordings which can be apprehended directly by a person, and is not a source code module.

1.4. "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that has been intentionally submitted to LDBC for inclusion in, or documentation of, any of the products, software, documentation, standards or test suites owned or managed by LDBC (the "Work"). For the purposes of this definition,

"submitted" means any form of electronic, verbal, or written communication sent to LDBC 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, LDBC for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the author "Not a Contribution."

- 1.5. "Code Contribution" means any Contribution in the form of software code.
- 1.6. "Document Contribution" means a Contribution which is a Document and, for the avoidance of doubt, is not a Code Contribution.
- 1.7. "LDBC Input Document" means a Document produced by an employee or agent of LDBC.
- 1.8. "LDBC Output Document" means a Document which incorporates either or both of a Document Contribution, in whole or in part, or an LDBC Input Document, in whole or in part, and is published by LDBC for use by non-members of LDBC.
- 1.9. A "Participant" is a party to the LDBC Participation Agreement, of which these Rules form a part.
- 1.10. "Participant Representative" is a individual Participant, or an employee or other individual agent of a Participant organization, who is a member of the Members Policy Council or of a Task Force or Working Group or an ad-hoc working party or sub-committee of LDBC; and
 - 1.10.1. takes part in oral and written discussions between Participants which it is reasonable to believe may lead to the creation or alteration of an LDBC Output Document; or
 - 1.10.2. receives, creates, comments upon or amends Specification Inputs; or
 - 1.10.3. makes Code Contributions to LDBC software projects.
- 1.11. "Represented Participant" for a given Participant Representative means that Participant Representative, if a natural person, or the Participant which employs or appoints as its agent that Participant Representative.
- 1.12. "Specification" means a Document which is a set of technical requirements describing observable behaviours of a program, library or service (an implementation), such that an implementation created by an author or provider will exhibit those behaviours in the same way as a second implementation created independently by another author or provider.

- 1.13. "Implementation" means an implementation as described in section 1.12.
- 1.14. "LDBC Specification" means a draft or final version of a Specification which is or is intended to be published as an LDBC Output Document, or a contemplated, proposed or projected Specification which is intended to be published as an LDBC Output Document, together with any associated materials such as test suites and benchmarking suites, reference implementations and development tools.
- 1.15. "LDBC Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document which is incorporated in an LDBC Specification, or which it is reasonable to believe may be incorporated at some point in time in an LDBC Specification.
- 1.16. "Third-Party Specification" means a draft or final version of a Specification which is or is intended to be published by a third party, or a contemplated, proposed or projected Specification which is intended to be published by a third party, for which Third-Party Specification Inputs are being produced by work conducted or managed by LDBC.
- 1.17. "Third-Party Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document or of an LDBC Output Document which is incorporated in a Third-Party Specification, or which it is reasonable to believe may be incorporated at some point in time in a Third-Party Specification.
- 1.18. "Specification Input" means LDBC Specification Input or Third-Party Specification Input.
- 1.19. "Approved LDBC Standard" means an LDBC Specification whose approval as a standard has taken effect on the expiry of the notice required to be given by Article 32.2 of the Articles of Association of LDBC.
- 1.20. "Draft LDBC Standard" means any version of an LDBC Specification which is stated in a Work Charter as one, whose final form is intended to be approved as a standard in accordance with Article 32 of the Articles of Association, but has not yet been so approved.
- 1.21. "LDBC Standard" means an Approved LDBC Standard or a Draft LDBC Standard.
- 1.22. "Standards-Essential Patent" (abbreviated as "SEP") means claims of a patent or patent application, other than design patents and design registrations, issued or filed in any country, to which a Participant or its Affiliates or another third party has the right to grant licenses at any time during the term of the Agreement, and which would be necessarily infringed by all fully compliant and commercially plausible Implementations of an LDBC Specification or a Third-Party Specification Specification.

- 1.23. "Instigating Document" means an LDBC Specification, or a Specification Input (were it to be incorporated in an LDBC Specification or a Third-Party Specification), which may cause an Implementation of that Specification to necessarily infringe one or more patents
- 1.24. "Notification" means a declaration made by a Participant which specifies:
- 1.24.1. One or more Instigating Documents, noting which sections may cause an Implementation to necessarily infringe one or more patents.
- 1.25. "Disclosure" means a Notification which further specifies:
- 1.25.1. The patent claims which it believes may be infringed by an Implementation of any LDBC Specification or Third-Party Specification which is or which incorporates or which would incorporate any of the specified Instigating Documents (giving the number(s) or other identifying information of the patent(s) or application(s) for each jurisdiction concerned); and
- 1.25.2. Information about any license which it believes is or may be generally available to any third party in relation to such patent claims.
- 1.26. "Interim Patent License" means a grant of an Interim Patent license on the terms given in section A2.6 of Annexe A2 ("Standard Patent License Grant").
- 1.27. "Final Patent License" means a grant of a Final Patent license on the terms given in section A2.7 of Annexe A2 ("Standard Patent License Grant").
- 1.28. "Grant" means an Interim Patent License or a Final Patent License granted by a Participant to LDBC and implementers of one or more LDBC Standards which covers one or more SEPs required to implement those standards, whose terms are stated in Annexe A1 ("Standard Patent License Grant"), which is granted in conformance with section 3 of these Rules ("Voluntary Licensing of SEPs"), and whose coverage is given in a completed copy of that Annexe, executed as an agreement between LDBC and the Participant.

2. Notification and Disclosure of SEPs

- 2.1. As soon as a Participant Representative becomes aware of a potential patent infringement which arises or could arise from an Instigating Document then the corresponding Represented Participant is strongly encouraged (but is not obliged) to make either a Notification or a Disclosure.

- 2.2. As soon as a Participant Representative becomes aware of a patent which is or could become an SEP with respect to an LDBC Standard then the corresponding Represented Participant shall make either a Disclosure or a Grant relating to that SEP. Such requirement to make a Disclosure shall be suspended for such time as there is place a Grant covering that SEP with respect to that LDBC Standard.
- 2.3. A Participant is not required to conduct a review of the patents it holds and controls nor to conduct an external patent search to comply with its obligations under this section 2 of the Rules.
- 2.4. A Notification or Disclosure is made by communicating a completed copy of Annexe A1 ("Standard Notification and Disclosure Form") to the LDBC Board of Directors.
- 2.5. A Notification or Disclosure may be withdrawn by giving notice to the LDBC Board of Directors.
- 2.6. The Board of Directors shall promptly notify all Participants and Participant Representatives of each Notification or Disclosure, and each withdrawal of a Notice or a Disclosure ("Withdrawal"), at the point when it is notified to LDBC, and Participants shall have access at all times to an up-to-date register of Notifications, Disclosures and Withdrawals.
- 2.7. LDBC has the right to publish any Notification or Disclosure in full, excluding any personal information (which LDBC shall redact appropriately), to the public and to disclose it to any third party (including a standards-setting organization) at any time.

3. Voluntary Licensing of SEPs

- 3.1. A Participant (the "Grantor") may make a Grant which specifies and covers one or more SEPs and one or more LDBC Standards. Agreeing to these rules does not oblige a Participant to make any such Grant.
- 3.2. A Grant is notified by the Grantor to the Board of Directors of LDBC by delivery of an original or copy (including an electronic copy) thereof, executed by the Grantor, and takes effect upon its subsequent execution by LDBC.
- 3.3. A Grant which covers a Draft LDBC Standard and a given set of SEPs may be terminated by the Grantor giving 15 days notice to the Board of Directors of LDBC (such termination to take effect after the expiry of that notice).
- 3.4. A Grant which covers an Approved LDBC Standard and a given set of SEPs may be terminated by the Grantor provided another Grant has been made which covers that Approved LDBC Standard and the same set of SEPs.

- 3.5. The Board of Directors shall promptly notify all Participants and Participant Representatives of each Grant and each termination of a Grant at the point when it has been notified to LDBC and at the point where it has taken effect, and Participants shall have access at all times to an up-to-date register of Grants and terminations of Grants.
- 3.6. LDBC has the right to publish any Grant and any notice of termination of a Grant in full, excluding any personal information (which LDBC shall redact appropriately), to the public and to disclose it to any third party (including any standards-setting organization) at any time.

4. Notices

- 4.1. Except as expressly stated in these Rules, notices shall be served as specified in the Byelaws of LDBC. “Notify” shall be interpreted as “to give notice” accordingly.
- 4.2. Where a Notice refers to a particular place such as a URL leading to an online document, the recipient of such a Notice shall be deemed to have read the document.

Annexe A1: Standard Notification and Disclosure Form

A1.1. This Standard Notification and Disclosure Form may be copied, completed and signed independently of the document “LDBC Patent Disclosure and Licensing Rules” of which this Annexe forms a part:

A1.2. The following terms used in this Form are defined in the LDBC Patent Disclosure and Licensing Rules of which this Annexe forms a part:

“Participant”,
“Document”, “Document Contribution”, “LDBC Input Document”,
“LDBC Output Document”,
“Specification”, “Implementation”,
“Draft LDBC Standard”, “Approved LDBC Standard”,
“LDBC Standard”.

A1.3. This Standard Notification and Disclosure Form (“Form”) may be copied, completed and signed multiple times by a single Participant to create several Notifications or Disclosures.

A1.4. Good faith warnings

A1.4.1. The statements made below are made in good faith, to warn of the possibility of unlicensed patents impinging on the use of contributions made to LDBC and of LDBC work products in Specifications. They should not be relied upon to determine the need for patent licences by any party implementing such Specifications.

A1.4.2. LDBC may make the contents of this statement known to any party.

[The information required to complete this Form can be supplied on additional attached sheets.]

A1.5. Voluntary Notification

A1.5.1. The section(s) specified below of the following Document Contributions, or LDBC Input Documents, or LDBC Output Documents, if incorporated in a Specification, may cause patent infringement if an Implementation of that Specification is created without appropriate patent licences.

[Please enter “N/A” under “Title or description” if there are no such Documents to be notified.]

| Title or description | Number or other identifier (e.g. author[s]) | Version number or date | Section(s) identified by heading or title or page/line numbers or by starting/ending text. |
|----------------------|---|------------------------|--|
| | | | |
| | | | |

A1.6. Mandatory Disclosure

A1.6.1. The section(s) specified below of the following Draft or Approved LDBC Standards may cause patent infringement if an Implementation of the Specification concerned is created without appropriate patent licences.

[Please enter a distinguishing index number for each LDBC Standard listed.

Please enter "N/A" under "Title or description" if there is no LDBC Standard to be notified.

Sections should be identified by heading or title or page/line numbers or by starting/ending text.]

| Index number | Title or description | Document or Standard number or other short identifier, if any | Version number or date | Section(s) |
|--------------|----------------------|---|------------------------|------------|
| | | | | |
| | | | | |

A1.6.2. Implementation of the LDBC Standards specified in A1.6.1 may cause infringement of the following patent claims

[Please enter the distinguishing number listed in A.1.6.1 above, to identify the LDBC Standard whose Implementation may infringe the patent concerned.]

| Index number | Jurisdiction | Patent number or other identifier | Title or description | Status (Application pending, Approved etc) |
|--------------|--------------|-----------------------------------|----------------------|--|
| | | | | |
| | | | | |

A1.7. Voluntary Disclosure

[Please strike out the whole section if you do not wish to make a voluntary disclosure relating to the Documents specified in A1.5.1.]

A1.7.1. While not obliged to disclose the patents we believe may be infringed by the Implementation of a Specification incorporating the Documents specified in A1.5.1, we do so below:

| Jurisdiction | Patent number or other identifier | Title or description | Status (Application pending, Approved etc) |
|--------------|-----------------------------------|----------------------|--|
| | | | |
| | | | |

A1.8. Voluntary Licensing Intent

[Please strike out one of “do not intend”[intend] in the section below, or strike out the whole section if you do not wish to make a statement relating to intent to license patents, or if you have entered “N/A” in A1.6.1]

A1.8.1. We currently [do not intend][intend] to make a Standard Patent License Grant covering the LDBC Standards specified in A1.6.1 and the patent claims specified in A1.6.2. This statement of intent is non-binding and does not constitute a grant of any licence to any intellectual property.

A1.9. Additional notes or statements

[Please add any additional information or statement, bearing in mind that the content of this form may be made publicly available, and will be available to all LDBC members.]

On behalf of

Signature

Name of authorized signatory

Title or capacity

Date

Annexe A2: Standard Patent License Grant

- A2.1. This Standard Patent License Grant may be copied, completed and executed as a separate Agreement independent of the document “LDBC Patent Disclosure and Licensing Rules” to which it is annexed. Completion of sections A2.3 (“Parties”) and A2.5 (“License Coverage”) is required to create a valid license grant.
- A2.2. This Standard Patent License Grant may be copied, completed and executed multiple times by LDBC and a Licensor in order to grant multiple patent licenses.

A2.3. Parties

This Agreement is made between Linked Data Benchmark Council (“LDBC”) whose registered office is at First Floor, Two Chamberlain Square, Birmingham, England, B3 3AX, and

(the Licensor, as defined in section A2.4.21) which/who has a place of business at

A2.4. Definitions

- A2.4.1 “Work Charter” means a charter for the work of an LDBC Task Force or Working Group established in conformance with the Byelaws of LDBC.
- A2.4.2 “Document” means a communication containing writing, diagrams, images or audio or visual recordings which can be apprehended directly by a person, and is not a source code module.
- A2.4.3 “Contribution” shall mean any original work of authorship, including any modifications or additions to an existing work, that has been intentionally submitted to LDBC for inclusion in, or documentation of, any of the products, software, documentation, standards or test suites owned or managed by LDBC (the “Work”). For the purposes of this definition,

"submitted" means any form of electronic, verbal, or written communication sent to LDBC 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, LDBC for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the author "Not a Contribution."

- A2.4.4 "Code Contribution" means any Contribution in the form of software code.
- A2.4.5 "Document Contribution" means a Contribution which is a Document and, for the avoidance of doubt, is not a Code Contribution.
- A2.4.6 "LDBC Input Document" means a Document produced by an employee or agent of LDBC.
- A2.4.7 "LDBC Output Document" means a Document which incorporates either or both of a Document Contribution, in whole or in part, or an LDBC Input Document, in whole or in part, and is published by LDBC for use by non-members of LDBC.
- A2.4.8 A "Participant" is a party to the LDBC Participation Agreement, of which these Rules form a part.
- A2.4.9 "Specification" means a Document which is a set of technical requirements describing observable behaviours of a program, library or service (an implementation), such that an implementation created by an author or provider will exhibit those behaviours in the same way as a second implementation created independently by another author or provider.
- A2.4.10 "Implementation" means an implementation as described in section A2.4.9.
- A2.4.11 "LDBC Specification" means a draft or final version of a Specification which is or is intended to be published as an LDBC Output Document, or a contemplated, proposed or projected Specification which is intended to be published as an LDBC Output Document, together with any associated materials such as test suites and benchmarking suites, reference implementations and development tools.
- A2.4.12 "LDBC Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document which is incorporated in an LDBC Specification, or which it is reasonable to believe may be incorporated at some point in time in an LDBC Specification.

- A2.4.13 “Third-Party Specification” means a draft or final version of a Specification which is or is intended to be published by a third party, or a contemplated, proposed or projected Specification which is intended to be published by a third party, for which Third-Party Specification Inputs are being produced by work conducted or managed by LDBC.
- A2.4.14 “Third-Party Specification Input” means a part or the whole of a Document Contribution or of an LDBC Input Document or of an LDBC Output Document which is incorporated in a Third-Party Specification, or which it is reasonable to believe may be incorporated at some point in time in a Third-Party Specification.
- A2.4.15 “Specification Input” means LDBC Specification Input or Third-Party Specification Input.
- A2.4.16 “Approved LDBC Standard” means an LDBC Specification whose approval as a standard has taken effect on the expiry of the notice required to be given by Article 32.2 of the Articles of Association of LDBC.
- A2.4.17 “Draft LDBC Standard” means any version of an LDBC Specification which is stated in a Work Charter as one, whose final form is intended to be approved as a standard in accordance with Article 32 of the Articles of Association, but has not yet been so approved.
- A2.4.18 “LDBC Standard” means an Approved LDBC Standard or a Draft LDBC Standard.
- A2.4.19 “Standards-Essential Patent” (abbreviated as “SEP”) means claims of a patent or patent application, other than design patents and design registrations, issued or filed in any country, to which a Participant or its Affiliates or another third party has the right to grant licenses at any time during the term of the Agreement, and which would be necessarily infringed by all fully compliant and commercially plausible Implementations of an LDBC Specification or a Third-Party Specification Specification.
- A2.4.20 A “Participant” is a party to the LDBC Participation Agreement
- A2.4.21 “Licensor” shall mean the Participant that is making this Agreement with LDBC. The Participant and all other entities that control, are controlled by, or are under common control with the Participant are considered to be a single entity for the purposes of this Agreement. For the purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.
- A2.4.22 “Interim Patent License” means a grant of an Interim Patent license on the terms given in section A2.6 of this Agreement..
- A2.4.23 “Final Patent License” means a grant of a Final Patent license on the terms given in section A2.7 of this Agreement.

A2.4.24 “You” (or “Your” or “Yours”) refer to the Licensor.

A2.5. License Coverage

A2.5.1 This grant covers the following LDBC Standards produced by LDBC during the term of the Participation Agreement between the Grantor and LDBC.

One (and only one) option must be ticked and any related information supplied for this Agreement to be valid.

[You may also provide this information on attached sheets.]

| Option | Tick one option | Instigating Documents |
|--------|-----------------|--|
| 1 | | All versions of all LDBC Standards |
| 2 | | All versions of the following LDBC Standards |
| 3 | | All versions of all LDBC Standards specified as intended outputs in [all] versions [_____]* of the Work Charter of the following Working Group or Task Force <i>*[Please circle “[all]” and strike out “[_____]”, or strike out “[all]” and complete “[_____]”]</i> |
| 4 | | The following versions of the following LDBC Standards |

A2.5.2 This grant covers the **patents or patent applications which are SEPs** specified below:

[You may also provide this information on attached sheets.]

| Patents or patent applications which are SEPs <i>[Tick one only]</i> | | | |
|--|-----------------------------------|----------------------|--|
| <input type="checkbox"/> All those patents or applications in any jurisdiction which would be necessarily infringed by an Implementation of any LDBC Standard stated in section A2.5.1 of this Grant | | | |
| <input type="checkbox"/> The patents or applications listed below | | | |
| Jurisdiction | Patent number or other identifier | Title or description | Status (Application pending, Approved etc) |
| | | | |
| | | | |

A2.6. Grant of Interim Patent License for Draft LDBC Standards

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A2.8.1 revoked in accordance with the terms of A2.6 (“Grant of Interim Patent License for Draft LDBC Standards”)

A2.8.2 replaced by a grant of a Final Patent License covering the Newly Approved LDBC Standard which covers those Covered Patents that impinge on its Implementation.

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On behalf of

Linked Data Benchmark Council

(Licensor)

Signature

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

Name of authorized signatory

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

Title or capacity

Date

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

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Organization CLA with retrospective effect

Linked Data Benchmark Council

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