Membership Rules and Policies of Open Design Alliance

As of September 22, 2026

Pursuant to the bylaws of Open Design Alliance (the "ODA"), the Board of Directors of the ODA has established and adopted these Membership Rules and Policies (which may be amended, revised and supplemented from time to time).

1. Definitions.

Whenever used in these Membership Rules and Policies or in any Membership Agreement with initial letters capitalized (in the singular or plural, and not otherwise defined herein), the following terms will have the following specified meanings:

"**Anniversary Date**" means, with respect to each Member, the annual anniversary of the Effective Date specified in the Member's Membership Agreement. If a Member upgrades its Membership prior to the Member's Anniversary Date, the Anniversary Date will remain the annual anniversary of the Effective Date of the Membership Agreement in effect at the time the Member upgraded.

"**AI Engine**" means any AI model or AI service configured to operate with the Development Tools.

"**AI Services and Tools**" means Bundled AI Models, Knowledge Indexes, and Hosted AI Services.

"**AI Output**" means the results, data, text, code, materials, or other content generated through artificial intelligence inferencing, whether produced by an AI Engine, a Hosted AI Service, or any AI model or service using Knowledge Indexes as context or input.

"**BIM**" means building information modeling.

"**Bundled AI Model**" means an AI model that ODA makes available for download alongside other Development Tools to provide AI-powered features of the Development Tools. A Bundled AI Model is a Development Tool.

"**CAD**" means computer aided design.

"**Commercial Member**" means a Member of the ODA that is designated as a Commercial Member and is a party to a Commercial Membership Agreement.

"**Composition-Level Access**" means access to Development Tools functionality that enables an AI Engine, or any other software or person, to determine the selection, sequence, combination, or parameters of Development Tools operations so as to produce functionality not predefined by ODA or a Member as a discrete, finished feature. Whether access constitutes Composition-Level Access is not determined by the number of functions exposed. Access limited to a subset of Development Tools operations remains Composition-Level Access if the recipient can determine the selection, sequence or parameters of operations within that subset.

"**Confidential Information**" means the Development Tools, Documentation and information, in oral, written, visual, electronic or other tangible form, of a confidential and/or proprietary nature and which in any way concerns or relates to the operations of the ODA or its Members, and information and knowledge pertaining to Members, research, processes, proprietary methods, improvements, ideas, discoveries, inventions, information, computer programs, tapes and related information and all other trade secrets, of the ODA that the Member may learn or acquire. "Confidential Information" does not include any materials that Member can demonstrate are in the public domain, were independently developed by Member without use of or access to Confidential Information, or were disclosed to Member by a third party without violating any obligation of confidentiality.

"**Corporate BIM Member**" means a Member of the ODA that is designated as a Corporate BIM Member and is a party to a Corporate BIM Membership Agreement.

"**Corporate Member**" means a Member of the ODA that is designated as a Corporate Member and is a party to a Corporate Membership Agreement.

"**Derivative Work**" means a work that is based upon one or more of the Development Tools including, but not limited to, (a) any revisions, Modifications, Enhancements,

translations, abridgments, condensations, expansions, or any other forms in which any of the Development Tools may be recast, transformed, or adapted, and (b) any works that, if prepared without authorization from the ODA, would constitute an infringement with respect to any intellectual property rights covering the Development Tools.

"**Development Tools**" means the software, components, libraries, and routines (including all additions, Enhancements, Modifications, updates, upgrades, and successors to such software, components, libraries and routines) for developing CAD and technical graphics applications as developed, licensed and delivered by the ODA to a Member from time to time pursuant to the terms of a Membership Agreement and these Membership Rules and Policies. "Development Tools" includes ODA MCP Servers and Derivative Works, other than Member Applications.

"**Distribution Entity**" means any person or entity, other than a Member, which distributes copies of a Member Application.

"**Documentation**" means all manuals, user documentation, and other related materials, if any, pertaining to the Development Tools that are furnished to a Member by the ODA in connection with the Development Tools.

"**DWG Editing Application**" means a computer software application that provides comprehensive computer-aided design (CAD) functionality including: (i) creating, opening, editing, and saving DWG and DXF file formats as a primary function; (ii) interactive graphical editing capabilities for geometric entities such as lines, arcs, circles, polylines, text, and blocks; (iii) layer management and object property modification tools; (iv) coordinate system and measurement tools; and (v) command-line interface or similar interactive command structure for CAD operations. DWG editing applications specifically exclude: (A) applications that only view, convert, or perform batch processing of DWG files without interactive editing capabilities; (B) applications where DWG functionality is merely an import/export feature ancillary to the primary application purpose; (C) web-based viewers or lightweight mobile applications that do not provide comprehensive CAD editing functionality; and (D) applications primarily designed for other purposes such as document management, file conversion utilities, or non-CAD specific software tools.

"**Education Member**" means a Member of the ODA that is designated as an Education Member and is a party to an Education Membership Agreement.

"**End User**" means a person or entity that installs, uses, or accesses the Development Tools, including as part of a Member Application or through any service or deployment providing access to the Development Tools.

"**Enhancement**" means any software code developed by or for a Member which does not constitute a Modification, but which adds new functionality to the Development Tools.

"**Founding Member**" means a Member of the ODA that is designated as a Founding Member and is a party to a Founding Membership Agreement.

"**GAIP**" or "**General-Purpose AI Platform**" means a product or service whose primary purpose is to provide AI assistance or agent capabilities across general subject matter, rather than to serve engineering, design, or related technical work.

"**GAIP Public Deployment**" means making ODA MCP Servers or Composition-Level Access available to users of a GAIP generally, including by listing or registering an ODA MCP Server in a GAIP's directory of connectors, extensions, or applications, or by its inclusion as a feature of the GAIP.

"**Government Agency**" includes, without limitation: (i) all levels and subdivisions of government, including national, state, regional, and local; (ii) any government agency, department, community or other instrumentality thereof; (iii) any government-owned or government-controlled entity or enterprise of any kind or nature; (iv) any political party; and (v) any public international organization (including, for example, the United Nations, the World Bank, and the International Monetary Fund).

"**Government Official**" means: (i) any executive, official, employee or agent of a governmental department, agency or instrumentality; (ii) a director, officer, employee, or agent of a wholly or partially government-owned or -controlled company or business; or (iii) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank).

"**Header Files**" means files with .h, .hpp, .hxx extensions and similar header file extensions that contain function declarations, class definitions, constants, template

code, and macros, but specifically excludes implementation files, object files, and executable code.

"**Hosted AI Service**" means a service that ODA operates and makes available remotely, and that incorporates AI inferencing to generate responses or content. Hosted AI Services do not constitute Development Tools.

"**Knowledge Index**" means one or more pre-built retrieval indexes that ODA generates from its Documentation, Source Code, or related technical materials, optimized for AI-assisted development workflows. Knowledge Indexes may be organized by product, module, or other classification as designated in the Documentation.

"**Legal Risk**" means, as to the ODA, any act or omission by a Member or by any governmental authority with regard to a Member or its subsidiaries, affiliates, officers, directors, partners, owners, principals, employees, contractors or senior management that could reasonably be expected to expose the ODA to risk of violating applicable law in any material respect.

"**Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of the ODA.

"**MCP**" means the Model Context Protocol, an open protocol through which AI applications access external tools and data.

"**Member**" means a person or entity that is a party to a Membership Agreement, but does not include a parent, subsidiary or affiliate of the person or entity. Nor does "Member" include any division, business unit or location (other than the single location submitted as part of the application for Membership, as may be subsequently changed by notice to the ODA), except for those involved in the development of its Member Application. "Member" includes a person or entity admitted to membership through a Subsidiary-Admitted Membership, and each reference in these Membership Rules and Policies to a Member applies to such a person or entity to the same extent as to a member admitted directly by the ODA.

"**Member Application**" means any software application developed by or distributed for a Member, which is combined with or derived from the Development Tools.

"**Member's Confidential Information**" means information or materials, in oral, written, visual, electronic or other tangible form, of a confidential and/or proprietary nature, that Member provides to the ODA in order for the ODA to provide troubleshooting, debugging and related purposes under the Membership Agreement. In order to be considered Member's Confidential Information, the Member must have marked the materials as "confidential" or have orally notified the ODA of the confidential nature of the materials and provided the ODA with written confirmation of the oral notification within 3 days of the oral notification. In addition, "Member's Confidential Information" does not include any Derivative Works or bug fixes in the Development Tools and Documentation that Member provides to the ODA in accordance with the Membership Agreement or any materials or information that the ODA can demonstrate are in the public domain, were independently developed by the ODA without use of or access to Member's Confidential Information, or were disclosed to the ODA by a third party without violating any obligation of confidentiality.

"**Membership Agreement**" means a written, signed agreement between the ODA (or, in the case of a Subsidiary-Admitted Membership, the applicable Subsidiary) and a person or entity which sets forth the terms and conditions upon which such entity or person may act as a member of the ODA and use or access the Development Tools and Documentation; all Membership Agreements adopt and incorporate by reference these Membership Rules and Policies.

"**Membership Rules and Policies**" means these Membership Rules and Policies, as they are amended, revised or supplemented from time to time by the ODA.

"**Modification**" means any change to the substance or structure of the Development Tools including, but not limited to:

(a) any addition to, modification of, or deletion from the contents of a file containing any part of the Development Tools;

(b) bug fixes to any part of the Development Tools; or

(c) any updates to the Development Tools.

"**Non-Commercial Member**" means a Member of the ODA that is designated as a Non- Commercial Member and is a party to a Non-Commercial Membership Agreement.

"**Object Code**" means computer software in machine-executable form, compiled or assembled from Source Code, from which the Source Code is not readily discernible by a human reader.

"**ODA MCP Servers**" means the software provided by ODA implementing MCP or any similar or successor protocol, as designated in the Documentation. ODA MCP Servers are Development Tools.

"**Plugin Application**" means a software module or component that extends or enhances the functionality of a host application, requires the host application to be installed and running in order to function, and cannot operate independently as a standalone application.

"Script Code" means scripts for the Development Tools that the ODA does not deliver in Object Code form. Script Code is part of the Development Tools and is Source Code.

"**Source Code**" means computer software in the form of source statements for the Development Tools (excluding all third-party software) including, but not limited to, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, but not limited to, data definition models, indices, structure tables, global documentation (including variables) and program listings.

"**Special Interest Group Agreement**" means a written agreement between ODA and one or more Members governing participation in a special interest group and the development, licensing, and use of Special Interest Group Software.

"**Special Interest Group Software**" means software developed under a Special Interest Group Agreement, as designated in that agreement.

"**Subsidiary-Admitted Membership**" means a membership that is granted pursuant to a Membership Agreement between a direct or indirect subsidiary of the ODA (a "Subsidiary") that has been authorized by written agreement of the ODA to admit

members and a person or entity in one or more jurisdictions outside of the United States, pursuant to and subject to the conditions set forth in the Bylaws.

"**Supporting Member**" means a Member of the ODA that is designated as a Supporting Member and is a party to a Supporting Membership Agreement.

"**Sustaining Member**" means a Member of the ODA that is designated as a Sustaining Member and is a party to a Sustaining Membership Agreement.

2. Ownership of Development Tools and Documentation.

The Development Tools and Documentation are owned by the ODA and its suppliers. The ODA reserves all right, title and interest in and to the Development Tools and Documentation except as expressly granted in Membership Agreements.

3. Membership Rules and Policies.

Every Member must comply with all articles, bylaws, rules and policies adopted by the ODA from time to time. Use of the Development Tools, Documentation and Member Application(s) pursuant to the license granted to a Member in its Membership Agreement will be in accordance with these Membership Rules and Policies, as modified from time to time by the ODA, which are incorporated into every Membership Agreement as fully as if they were set forth therein. Members can find the most recent version of these Membership Rules and Policies at: www.opendesign.com. Members must review the Membership Rules and Policies on a regular basis to keep themselves apprised of any changes. The ODA reserves the right, at its sole discretion, to change, modify or otherwise alter these Membership Rules and Policies at any time. Once approved by the ODA Board of Directors, such modifications will become effective immediately upon (i) the posting thereof on www.opendesign.com; and (ii) ninety (90) days following the giving of written notice thereof to those Members affected by such modification(s) in accordance with

Section 23.1. A Member's continued use of any portion of the Development Tools or Documentation constitutes the Member's agreement to be bound by the then current version of the Membership Rules and Policies as modified from time to time. These Membership Rules and Policies govern each Subsidiary-Admitted Membership, and each member admitted through a Subsidiary-Admitted Membership, to the same extent as a membership granted directly by the ODA.

4. Support.

ODA will provide Members with support in accordance with the class of membership and as set forth on Exhibit A to these Membership Rules and Policies. If ODA provides a Hosted AI Service that generates responses to Member inquiries, ODA will clearly inform users that they are interacting with an AI system and that responses are AI-generated.

5. Payment of Dues and Expenses.

Members must pay, in accordance with these Membership Rules and Policies, all dues, fees and assessments imposed or levied by the ODA upon its Members. Without limiting the generality of the foregoing, the Board of Directors of the ODA is authorized to determine whether or not the ODA will require application fees, regular dues, or both, from its Members and the amount of any such application fees and dues. All fees, dues and assessments payable by Members under these Membership Rules and Policies are due and payable, in United States dollars, within thirty (30) days from the date of the invoice from the ODA, and as provided in the Membership Application. Membership fees are due and payable annually by the Anniversary Date. Application fees and Membership fees that are imposed in connection with a new or upgraded Membership, are due and payable on or prior to the Effective Date of such Membership. Failure to remit payment of any fees, dues and assessments when due could result in the Member's being denied access to the

Development Tools and Documentation and, unless remedied in accordance with the Membership Agreement, termination of Membership. All dues, fees and assessments imposed or levied by the ODA are nonrefundable and may not be prorated, but credit for such amounts may be transferred or assigned in accordance with Section 23.2.

6. No Ownership Interest.

All amounts paid to the ODA by or on behalf of a Member will constitute dues, fees or assessments related to membership in the ODA and will not be deemed to be an investment or purchase of any ownership interest in the ODA. Any payment on behalf of a Member by a third party is not an assignment pursuant to Section 23.2. Any assignment must comply with Section 23.2.

7. No Fiduciary Capacity.

In exercising its rights and authority under a Membership Agreement, including the Membership Rules and Policies, neither the ODA nor any Member or agent acting at the request or on behalf of the ODA, or their respective officers, directors, employees or agents, will, by virtue of a Membership Agreement or the arrangements described therein or in these Membership Rules and Policies, have any fiduciary obligation to any Member or any of its affiliates.

8. Software and AI Products and Services.

8.1. Software Development.

From time to time, at the request of Members or third parties, ODA may undertake the development of software that does not constitute Development

Tools and therefore is not licensed to Member. Such software development will be undertaken in ODA's discretion, with Board approval, and on such terms as ODA may reasonably determine, including terms on which ODA may determine to make such developed software available to Members.

8.2. Bundled AI Model.

8.2.1. ODA may, in its discretion, make a Bundled AI Model available for download with the Development Tools. Members are not required to use the Bundled AI Model and may configure any other AI Engine to operate with the Development Tools.

8.2.2. Each Bundled AI Model is a Development Tool. Member's use of the Bundled AI Model is governed by Membership Rules and Policies, the applicable Membership Agreement, and the model provider's license terms as included in the Bundled AI Model.

8.3. Knowledge Indexes.

8.3.1. ODA will make Knowledge Indexes accessible to Members through hosted retrieval services operated by ODA solely for Member's internal development operations in connection with the Development Tools. The specific Knowledge Indexes available, the membership tiers eligible to access each Knowledge Index, and any applicable usage limitations are as designated in the applicable Documentation. Knowledge Indexes are owned by ODA. ODA reserves all rights in the Knowledge Indexes not expressly granted in this Section 8.

8.3.2. Knowledge Indexes are development aids and may not be incorporated into or distributed as part of any Member Application. The following Knowledge Indexes are available:

(a) **Documentation Knowledge Index.** The Documentation Knowledge Index is derived from Documentation and is available to all Members. Member's access to and use of the Documentation Knowledge Index is subject to the same access restrictions applicable to Documentation under the applicable Membership Agreement. Member will not use, or permit any third party to use, the Documentation Knowledge Index, including its structure, organization, and embeddings, to train, fine-tune, or improve any AI model that is subsequently distributed, licensed, or made accessible to any third party.

(b) **Source Code Knowledge Index.** The Source Code Knowledge Index is derived from Confidential Information, including Source Code, and is available to Members who have been granted access to Source Code for the applicable product under their Membership Agreement or Special Interest Group Agreement. Member's access to and use of the Source Code Knowledge Index is subject to the same access restrictions applicable to Source Code under the applicable Membership Agreement or Special Interest Group Agreement. Member will not use or permit any third party to use a Source Code Knowledge Index or any content derived therefrom to train, fine-tune, or improve any AI model that is subsequently distributed, licensed, or made accessible to any third party.

8.4. Hosted AI Services.

8.4.1. ODA may, in its discretion, make Hosted AI Services available to Members. ODA grants Member the right to access and use the Hosted AI Services designated in the Documentation for Member's internal business operations, subject to all terms and conditions of the Membership Agreement and these Membership Rules and Policies. The specific Hosted AI Services available, the membership tiers eligible to access each Hosted AI Service, and any applicable fees or usage limitations are as designated in the applicable Documentation.

ODA may establish, modify, or waive fees for access to Hosted AI Services, including fees that vary by membership tier.

8.4.2. ODA and its licensors own the Hosted AI Services. ODA reserves all rights in the Hosted AI Services other than those expressly granted in this Section 8. Member will not use, or permit any third party to use, Hosted AI Services to train, fine-tune, or improve any AI model that is subsequently distributed, licensed, or made accessible to any third party.

8.4.3. ODA will not use Member queries or data submitted through Hosted AI Services to train or fine-tune third-party AI models. ODA may use aggregated or anonymized query data to improve the quality of its Hosted AI Services. Member acknowledges that Hosted AI Services process Member queries through third-party AI providers selected by ODA, and that such processing is subject to the third-party provider's data handling practices. ODA will require third-party AI providers used by Hosted AI Services to agree not to use Member query data for model training. Notwithstanding the foregoing, Member acknowledges and agrees that ODA does not control and is not responsible for any third-party AI provider's compliance with such agreements. ODA will make information regarding the third-party AI providers used by Hosted AI Services available to Members upon request.

8.5. Discontinuation and Modification.

ODA may modify, suspend, or discontinue any Hosted AI Services or hosted retrieval services for Knowledge Indexes at any time. ODA will use reasonable efforts to provide Members with prior written notice before discontinuing any such service, but will have no liability for failure to provide such notice.

8.6. Disclaimers.

8.6.1. General Disclaimer. The AI Services and Tools, and all AI Output are provided “AS IS” and “AS AVAILABLE” with all bugs, defects, errors, deficiencies, and faults. Without limiting the generality of the foregoing, ODA specifically disclaims any representation or warranty of any kind, whether express, implied, statutory, or otherwise, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, security, or reliability, with respect to the AI Services and Tools and AI Output.

8.6.2. AI Output Disclaimer. AI Output is probabilistic and may be variable, inaccurate, or incomplete. Member is solely responsible for verifying and testing all AI Output before use, distribution, or incorporation into any Member Application or other work product.

8.6.3. Copyright and Intellectual Property Disclaimer. AI Output may resemble or contain elements similar to copyrighted or otherwise protected materials, including materials owned by ODA, its suppliers, or third parties. ODA makes no representation or warranty that AI Output is original, non-infringing, or free from third-party intellectual property claims. Member assumes all risk regarding the intellectual property status of AI Output and is solely responsible for evaluating, clearing, and ensuring the legality of AI Output before use, distribution, or incorporation into any Member Application or other work Product. ODA will have no liability for any claim, loss, or damage arising from a Member’s use of AI Output that infringes or is alleged to infringe the intellectual property rights of any third party.

8.7. Liability and Indemnification.

8.7.1. Limitation of Liability. Notwithstanding anything to the contrary in these Membership Rules and Policies, the limitation of liability

provisions and disclaimer of damages provisions set forth in the Member's Membership Agreement will apply fully to AI SERVICES AND TOOLS and all AI Output, regardless of whether such items are classified as Development Tools.

8.7.2. Indemnification. Member hereby releases and will defend, indemnify, and hold harmless the ODA from and against any and all claims, losses, damages, liens, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) related to, arising out of, or in connection with:

(a) Member's use of AI Services and Tools, or AI Output;

(b) AI Output incorporated into any Member Application or otherwise distributed, disclosed, or made available by Member, directly or indirectly;

(c) Member's breach of this Section 8; and

(d) any claim that Member's use of AI Output infringes or misappropriates the intellectual property rights of any third party.

This Section 8.7.2 will apply to the fullest extent permitted by applicable law, regardless of the fault, negligence, or strict liability of the ODA. ODA will promptly notify Member of any claim or action for which ODA is seeking indemnification under this Section 8.7.2. If Member fails to assume the defense of any actual or threatened action covered by this Section 8.7.2 within the earlier of either (i) any deadline established by a third party in a written demand or by a court, or (ii) thirty (30) days of notice of the claim, the ODA may follow such course of action as it reasonably deems necessary to protect its interests, and will be indemnified by Member for all costs reasonably incurred in such course of action. For avoidance of doubt, the failure of ODA to provide Member with prompt notice of a claim or action as provided in this Section 8.7.2 will not excuse Member from its indemnification obligation unless Member can demonstrate that failure

to provide prompt notice adversely affected Member's ability to defend the action.

8.8. Member Responsibilities for AI Engines.

Member acknowledges that AI-powered features of the Development Tools depend on the applicable AI Engine. ODA does not operate, control, or guarantee the performance, output quality, availability, data handling practices, or regulatory compliance of the applicable AI Engine. Member is solely responsible for evaluating and ensuring compliance with any terms of service, data processing agreements, privacy requirements, or regulatory obligations applicable to the AI Engine.

8.9. Competitive Use Restriction.

Member agrees that it will not use AI Output, Knowledge Indexes, or Hosted AI Services to train, fine-tune, or create AI models or products that function as a substitute for, or are substantially similar to or competitive with, ODA's Development Tools, Knowledge Indexes, or Hosted AI Services.

8.10. Regulatory Compliance.

8.10.1. ODA Regulatory Commitments. ODA will maintain documentation regarding the capabilities and limitations of the Hosted AI Services.

8.10.2. Member Downstream Compliance. Members are solely responsible for their own regulatory classification, compliance assessment, and obligations when integrating an AI Engine into Member Applications or other products. Without limiting the foregoing, if a Member deploys an AI Engine in a manner that interacts directly with natural persons, the Member is responsible for satisfying any applicable transparency or disclosure obligations under AI-related laws and regulations.

8.10.3. Cooperation. ODA will provide reasonable cooperation to Members requiring documentation or information to satisfy their regulatory compliance obligations regarding ODA's Hosted AI Services or the Bundled AI Model, but only if and to the extent such documentation is available and does not require ODA to provide legal advice or regulatory assessments on behalf of the Member.

8.11. Use in Connection with Special Interest Group Agreements.

Use of AI Services and Tools in connection with Special Interest Group Software under a Special Interest Group Agreement must be in accordance with the provisions of this Section 8. Nothing in this Section 8 modifies, amends, or deletes any other provision of a Special Interest Group Agreement, except that to the extent of any conflict between this Section 8 and a Special Interest Group Agreement with respect to the AI Services and Tools, this Section 8 will control.

9. Records and Audit.

Members must maintain complete and accurate records relating to their use of the Development Tools, AI Services and Tools, and Documentation including, but not limited to, copies of all agreements relating to the disclosure of the Development Tools in Source Code form. Members must permit the ODA or its independent auditors to access, review and copy such records (including, but not limited to, any Development Tools in Source Code form as maintained by the Member) upon the ODA's reasonable request, to determine the Member's compliance with these Membership Rules and Policies and the Member's Membership Agreement. The ODA may request that a Member provide information regarding the Member's use of the Development Tools, AI Services and Tools, and Members will respond to each request completely and accurately within thirty (30) days of the date of the request. Notwithstanding the foregoing, a Member is not obligated to disclose confidential

information of any third party in connection with the audit and may redact any records solely to the extent required to satisfy its confidentiality obligations to third parties.

10. Tracking.

The ODA may use passive tracking information, such as a serial number, in the Development Tools and Documentation and Members will preserve, maintain and assist the ODA with such tracking information in any Member Application. The ODA will use the tracking information only to determine the origin of software applications that the ODA suspects have been developed in violation of the ODA's rights. Each Member must furnish an executable copy of any Member Application to the ODA upon request for the purpose of verifying Member's compliance with these Membership Rules and Policies.

11. Proprietary Rights Notices and Legends.

11.1. General Requirements.

In addition to the specific requirements regarding proprietary rights notices and legends as more fully set forth in these Membership Rules and Policies, every Member and all of its Distribution Entities and End Users (as applicable) must:

11.1.1. respect all copyright, trademark, patent, confidentiality, and all other proprietary rights notices and legends (hereinafter collectively referred to as "Proprietary Rights Notices") of the ODA, its grantors, or any other party, appearing on or in any of the Development Tools and Documentation;

11.1.2. not alter, conceal from view, or remove any Proprietary Rights Notices of the ODA, its grantors, or any other party, appearing on or in any of the Development Tools, Derivative Works and Documentation; and

11.1.3. include and reproduce all Proprietary Rights Notices of the ODA, its grantors, and any other party that originally appeared in all Development Tools and Documentation (including all Proprietary Rights Notices in any Member Application) on:

11.1.3.1. all copies or modules of the Development Tools and Documentation, including as part of any Member Application, and

11.1.3.2. all copies of or excerpts therefrom.

11.2. Notice in Source Code.

Without in any way limiting the generality of the foregoing, no Member may remove or modify the Proprietary Rights Notice including, without limitation, the ODA copyright notice, that the ODA has included in the Source Code versions of the Development Tools.

11.3. Language of Notices.

All Proprietary Rights Notices required by this Section 11 may be provided in English or the language of the Member Application. No other language may be used without prior written consent of the ODA (which may be withheld for any reason).

11.4. Compliance.

To assure compliance with all of these Membership Rules and Policies regarding Proprietary Rights Notices as set forth in this Section 11, at the

ODA's reasonable request, Member will promptly furnish to the ODA samples of all such Proprietary Rights Notices contained in any products or programs released by the Member that contain, in whole or in part, any Derivative Works and/or Member Applications distributed by the Member. In the event the ODA, in its sole opinion, determines that Member is not in compliance with the provisions of Section 11, 12 or 13, or with any other provisions of these Membership Rules and Policies, the ODA Trademark Guidelines or Membership Agreement, Member must, within a reasonable time to be determined by ODA, make all such changes as directed by the ODA.

12. Trademark Guidelines.

The ODA's trademark guidelines for use of the Marks are set forth in the ODA Trademark Guidelines, which document can be found on the ODA's website at www.opendesign.com. The ODA Trademark Guidelines are incorporated herein by reference as fully as if they were set forth herein. The ODA has the right, in its sole discretion, to amend the ODA Trademark Guidelines at any time and from time to time upon sixty (60) days' notice, in advance of any change. Any rights granted to a Member to use any Marks are, at all times, subject to the Member's strict compliance with the ODA Trademark Guidelines. Failure to use the Marks in accordance with these Membership Rules and Policies and the ODA Trademark Guidelines will constitute a material breach by the Member of the Membership Agreement, including these Membership Rules and Policies.

13. Internet Domain.

No Member may use or register a domain name or Uniform Resource Locator ("URL") that consists of or contains the ODA's name or Marks, or anything confusingly similar thereto. Any such use or registration will constitute a breach of these Membership

Rules and Policies and the Member's Membership Agreement, but, by itself, is not grounds for termination of the Membership Agreement.

14. Compliance with Laws.

14.1. Each Member represents and warrants to ODA subject to Member's reasonable, risk-based diligence that, except as disclosed in writing to the ODA, none of Member or its subsidiaries, affiliates, officers, directors, partners, owners holding a 25% or greater interest in Member, nor to the extent that they may have access to goods or services provided by ODA under the Membership Agreement, any employees, contractors, senior managers, or agents acting on behalf of Member, or any of its Distribution Entities and End Users: (i) is ordinarily resident in any country or region subject to comprehensive U.S. economic sanctions administered by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") or any applicable laws of similar substance in any other jurisdiction ("Sanctions Laws"); (ii) appears on any of the List of Specially Designated Nationals & Blocked Persons, the Foreign Sanctions Evaders List maintained by OFAC, or any other applicable list of sanctioned, embargoed, or blocked persons maintained by any U.S. or non-U.S. government, the European Union or the United Nations, (collectively, "Prohibited Person List"); (iii) is an entity that is 50% or more owned, individually or in the aggregate, directly or indirectly, by, or is controlled by, as defined in applicable Sanctions Laws (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on a Prohibited Person List, insofar as such ownership and control restriction is defined under applicable Sanctions Laws, and as defined under such laws); (iv) is located in the Russian Federation, unless that person is the wholly owned subsidiary of one or more companies or individuals who are U.S. persons, or the employee of such a wholly owned subsidiary; or (v) is otherwise the subject of any sanctions, blocking or embargoes by the U.S. or non-U.S. government, the European Union or the United Nations. Each Member agrees that if any

change of circumstance occurs that would render representations above as untrue during the continuation of the Membership Agreement, including but not limited to any individual or entity described above acquiring such an interest, position or title in Member, then Member will promptly notify ODA and ODA may take such actions as it deems appropriate under the circumstances.

14.2. Each Member further represents and warrants to ODA that it has and will take reasonable steps to convey Member's expectation that its Distribution Entities and End Users, as applicable, have implemented and will maintain controls reasonably designed to prevent the export or re-export of ODA software in violation of U.S. economic sanctions as well as the use of ODA goods or services in any way that would violate Sanctions Laws, including under circumstances where access to goods or services provided by ODA would be likely to be re-exported to Russia or by using ODA software to provide IT consultancy and design services, IT support services or cloud-based services to any person located in Russia.

14.3. ODA takes a zero-tolerance approach to bribery and/or corruption and expects all those who they have dealings with to act in a similar manner. Each Member will take reasonable steps to convey Member's expectation that its Distribution Entities and End Users, as applicable, will comply with laws that prohibit bribery and corruption, including the U.S. Foreign Corrupt Practices Act and have adequate legally compliant procedures in place to address the risk of bribery and corruption in relation to the Services.

14.4. Each Member agrees that (i) if any change of circumstance occurs that would render representations in this Section untrue during the continuation of the Membership Agreement or (ii) Member develops a reasonable belief that (1) there has been a material violation of this Section or (2) there is a pending investigation, litigation or liability pursuant to applicable laws, rules, regulations involving ODA or ODA products or services in any way, then Member will promptly notify the ODA in writing.

14.5. Each Member represents that subject to Member's reasonable, risk-based diligence, except as disclosed in writing to the ODA, it is not a Government Agency nor are any of its subsidiaries or affiliates; and none of its officers, directors, partners, owners or principals holding a greater than 25% interest in the company are Government Officials. Each Member further agrees that if during the term of the Membership Agreement, Member becomes aware based on its reasonable, risk-based diligence that any Government Official acquires such an interest, position or title in Member, then Member will promptly notify the ODA and the ODA may take such actions as it deems appropriate under the circumstances.

Each Member agrees that if it or any of its subsidiaries or affiliates, officers, directors, partners, owners or principals becomes a Government Agency or Government Official, then Member will promptly notify the ODA in writing.

14.6. Each Member agrees to provide reasonable cooperation in respect of any review or investigation by ODA in relation to any reasonable belief that there has been a material violation of this Section or related laws, rules or regulations involving ODA, ODA products or services. Upon notice of an intended review or investigation, Member will, in a reasonable time, unless prohibited by law or applicable legal privileges, make available to ODA or a third party retained by the ODA: (i) persons within the control of Member who ODA reasonably believes have relevant information and (ii) documents and data relating to the issue(s) under review, including, but not limited to, invoices and requests for expense reimbursement, supporting receipts, and any other records relating to the goods or services provided under the Membership Agreement.

15. Additional Termination Rights and Obligations.

15.1. In addition to the rights of the ODA and Member to terminate the Membership Agreement, as set forth in the Membership Agreement, the Membership Agreement may be terminated and the transactions contemplated thereby abandoned immediately, at the option of the ODA:

(e) in the event that Legal Risk occurs;

(f) if Member breaches or violates any provision of Section 14 above;

(g) if any material change occurs in the management, ownership or control of the Member that would cause the representations at Sections 14.1 or 14.5 above to be inaccurate; or

(h) in the event that there are any additions, amendments or changes to applicable laws, rules and regulations or application of such laws, rules or regulations that makes performance under the Membership Agreement by either the ODA or Member unlawful or otherwise materially impedes the ODA's ability to perform as contemplated under the Membership Agreement.

15.2. Without limiting the Disclaimer of Damages and other limitations of liability contained in these Membership Rules and Policies and the Membership Agreement, in the event that the ODA terminates the Membership Agreement pursuant to Section 15.1, if legally permissible to do so, the ODA will refund to the terminated Member the pro rata portion of the membership fee that the terminated Member had paid to the ODA for the period from the date of termination through the Anniversary Date. If all or any part of the refund is not legally permissible, then Member will have no right, title or claim to same, which will be the property of the ODA. Except for the legally permissible refund, as described in this Section 15.2, the ODA will have no other liability or obligation to the terminated Member with respect to the termination or

otherwise. This Section 15.2 will in no way be construed to require either the ODA or Member to violate applicable laws, rules or regulations.

16. Survival.

Sections 2, 6, 8.2 through 8.11, 9, 11, 12, 13, 14, 15, 16, 18, 21, 22, 23 and 24 of these Membership Rules and Policies will survive any termination of a Membership Agreement.

17. Export/Government Contracts.

Enhancements, Modifications, and any Derivative Works developed by or for a Member may be subject to export controls and (are or may be) licensable under U.S. Government export regulations. Members must comply strictly with all legal requirements established under these controls and may not export, re-export, divert, transfer or disclose, directly or indirectly, anything applicable to the above without the prior approval of the U.S. Department of Commerce. If the Enhancements, Modifications, or any Derivative Works developed by or for a Member are to be used in the performance of a government contract or subcontract, the software must be provided on a “restricted rights” basis only and the Member must place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulation. The ODA will not be subject to any flow-down provisions required by the governmental customer unless the ODA has agreed to the provisions in writing.

18. No Unauthorized Disclosure; Confidentiality Obligations.

18.1. Restrictions.

18.1.1. Every Member must preserve and protect the Development Tools, Knowledge Indexes, Hosted AI Services, and Documentation from unauthorized disclosure or misuse with the same standard of care that the Member uses to protect its own proprietary information of a similar nature, but in no event less than reasonable care. Without limiting the foregoing, Member will not use for itself or for others, disclose to others, or copy any Confidential Information except as necessary to exercise its license rights under the Membership Agreement and these Membership Rules and Policies.

18.1.2. The ODA must preserve and protect the Member's Confidential Information with the same standard of care that the ODA uses to protect its own proprietary information of a similar nature, but in no event less than reasonable care, and will not use, disclose to others, or copy, any Member's Confidential Information, except in connection with the services that the ODA provides to Members or as necessary to comply with its obligations under the Membership Agreement. For the avoidance of doubt, Member must grant the ODA the rights and license to Derivative Works and bug fixes in the Development Tools and Documentation in accordance with the Membership Agreement and ODA's exercise of those rights and license is not prohibited by this Section 18.

18.2. Remedy.

If Member or the ODA breaches this Section 18 the non-breaching party will suffer irreparable harm for which money damages will not be an adequate remedy. Therefore, the non-breaching party will be entitled to an injunction

restraining any breach or threatened breach of this Section 18 without the necessity of proving irreparable harm or posting a bond in addition to all other rights and remedies at law in equity and under the Membership Agreement. This Section 18.2 does not diminish or otherwise affect any limitation of liability or disclaimer of damages under the Membership Agreement including these Membership Rules and Policies.

18.3. Use of Confidential Information with AI.

Notwithstanding the confidentiality obligations contained in this Section 18 and in applicable Special Interest Group Agreements, Member is authorized to process ODA Confidential Information that the Member is licensed to possess under the Member's Membership Agreement and applicable Special Interest Group Agreement using Member's own internal artificial intelligence tools or third-party AI processors, provided that:

(a) any third-party AI processor will only use the ODA Confidential Information as necessary to provide services to Member and will not otherwise use or disclose the ODA Confidential Information; and

(b) Member will not use or permit any third party to use ODA Confidential Information to train, fine-tune, or improve any AI model that is subsequently distributed, licensed, or made accessible to any third party.

18.4. Security Obligations.

When processing ODA Confidential Information using AI tools (whether through Hosted AI Services, Development Tools, or Member's own tools pursuant to Section 18.3), Member must apply the same standard of care required under Section 18.1.1, including appropriate safeguards to prevent unauthorized disclosure of Confidential Information through AI systems.

19. No Unauthorized Use or Copies.

No Member may copy, relocate, move, sublicense, rent, timeshare, use in acting as a service bureau, loan, lease or otherwise distribute the Development Tools, Hosted AI Services, Knowledge Indexes, or Documentation, except as expressly provided in its Membership Agreement and these Membership Rules and Policies. Any unauthorized copying, unauthorized use or unauthorized transfer or distribution of the Development Tools, Hosted AI Services, Knowledge Indexes, and Documentation by a Member is a breach of its Membership Agreement.

20. No Unauthorized Warranties.

No Member may extend on behalf of the ODA any written or oral warranty or guarantee, or make any representation or claim, with respect to the Development Tools and Documentation, without the ODA's express written consent.

21. Code of Conduct.

No Member may make or publish any statement (orally or in writing) or instigate, assist or participate in the making or publication of any statement that would or could adversely affect, libel, slander, or disparage (whether or not such disparagement legally constitutes libel or slander) or expose to hatred, contempt or ridicule, or cast in a negative light (a) the Development Tools, Documentation or the ODA, (b) any of the ODA's products, services, affairs or operations, or (c) the reputations of any of its past, present or future directors, officers or employees.

22. DISCLAIMER OF DAMAGES.

IN NO EVENT WILL A PAST, PRESENT OR FUTURE MEMBER, OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO ANY OTHER MEMBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING FROM OR RELATED TO MEMBERSHIP IN THE ODA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY, EQUITY OR OTHERWISE, EVEN IF THE MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT RELIEVE THE MEMBER FROM LIABILITY (i) FOR ANY WILLFUL MISCONDUCT OR ANY BREACH OF AN OBLIGATION OF CONFIDENTIALITY, (ii) FOR ITS INDEMNIFICATION OBLIGATION, AS SET FORTH IN ITS MEMBERSHIP AGREEMENT OR (iii) TO THE ODA.

23. General Provisions.

23.1. Notices.

Any notices required or permitted to be given or made under these Membership Rules and Policies will be in writing. Such notices will be deemed to be duly given on the earlier of either (a) actual receipt, irrespective of whether communicated in person, by telephonic facsimile, telegraph, teletype, electronic mail or other form of wire or wireless communication, or by mail or private carrier or other method in which the writing is to be read by the recipient, or (b) on the fifth day after mailing by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the ODA:	Open Design Alliance 10115 East Bell Road Suite 107 #447 Scottsdale, AZ 85260 Tel. (602) 263-7666 Fax (602) 263-7666
If to Member:	at the address, telephone and facsimile numbers submitted by Member upon application for membership.

Either Member or the ODA may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective. Members must keep current all address and other contact information that it provides to the ODA.

23.2. Assignment.

Subject to limitations set forth in these Membership Rules and Policies, a Member may assign its rights and obligations under its Membership Agreement to any affiliated corporation or other affiliated business entity and to any successor of Member, by sale, merger or other business combination, to all or substantially all of its business and assets, provided the successor assumes all obligations of the Member under its Membership Agreement and these Membership Rules and Policies and agrees in writing to be bound thereby.

23.3. Severability.

If any provision of a Membership Agreement or these Membership Rules and Policies or the application thereof to any person or circumstance is, to any extent, held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or applications of the Membership

Agreement and Membership Rules and Policies will in no way be affected or impaired thereby.

23.4. Dispute Resolution.

All disputes, controversies, claims, and defenses arising out of, relating to, or involving a Membership Agreement or these Membership Rules and Policies, whether involving theories of tort, contract, or violation of statutory laws ("Claims") are subject to the following provisions:

23.4.1. Arbitration.

Except as to actions, suits, or proceedings commenced or maintained by persons not parties hereto, any party may elect to have its Claim be determined by arbitration. The election will be made by written notice. Unless the parties otherwise agree in writing, the arbitration will be conducted in Phoenix, Arizona, before a single arbitrator and in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). If the parties are unable to agree on an arbitrator within fourteen (14) days of an election to arbitrate, the AAA will appoint the arbitrator, who will be unaffiliated with either party. The arbitrator will issue an award within thirty (30) days of conclusion of the hearing. The arbitrator's decision will be in writing, will specify the factual and legal bases of such decision, will be final and binding on the parties and their respective successors and assigns, and a judgment consistent therewith may be entered by any court of competent jurisdiction; provided, however, that the arbitrator's decision will be subject to judicial review, and the reviewing court may vacate, modify or correct the arbitrator's decision as appropriate (i) where the arbitrator's conclusions of law are clearly erroneous or (ii) as otherwise provided by applicable law.

23.4.2. Provisional Remedies.

If a party elects to have any Claims determined by arbitration, any provisional remedy issued prior thereto may remain in effect until such time as an arbitrator is selected or appointed. Thereafter, the arbitrator may issue, continue, or terminate provisional relief or may permit a party to pursue provisional relief in court.

23.4.3. Governing Law; Jurisdiction and Venue.

Membership Agreements and these Membership Rules and Policies will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Arizona without reference to its choice of law rules. All actions or suits by a party will be brought and maintained in the state or federal courts located in Phoenix, Arizona. Each party consents to exclusive jurisdiction of such courts and waives any right to seek a change of venue.

24. Costs and Attorneys' Fees.

The prevailing party in a judicial action, suit or arbitration proceeding will be awarded all reasonable costs, attorneys' fees and expenses incurred in connection with the proceeding and on any appeal except that the costs and fees of the arbitrator will be shared equally.

25. Signatures.

Any notice, agreement or other writing may be executed on behalf of the ODA by the electronic or manual signature of any authorized signatory of the ODA. Authorized signatories of Members may execute the Membership Agreements and Membership

Applications manually or electronically by use of the service established by the ODA on its website.

EXHIBIT A

SUPPORT

Founding/Corporate Membership

Founding/Corporate Members will have access to the ODA website www.opendesign.com, for:

- Documentation, code examples, binaries and source code of the SDKs provided by ODA from time to time ("the ODA Platform");
- The Support forum, monitored by the ODA development staff;
- Access to Support page on the website;
- Premium support, which includes direct contact with the ODA development staff;
- The ability to report and track bugs.

Sustaining Membership

Sustaining Members will have access to the ODA website, www.opendesign.com, for:

- Documentation, code examples and binaries of the ODA Platform;
- The Support Forum, monitored by the ODA development staff;
- Access to Support page on the website;
- The ability to report and track bugs.

Commercial Membership

Commercial Members will have access to the ODA website, www.opendesign.com, for:

- Documentation, code examples and binaries of the ODA Platform;
- Access to Support page on the website;
- The Support Forum, monitored by the ODA development staff;

- The ability to report and track bugs.

Non-Commercial Membership

Non-Commercial Members will have access to the ODA Member Area for:

- Documentation, code examples and binaries of the ODA Platform;
- The Support Forum, monitored by the ODA development staff;
- The ability to report and track bugs.

Education Membership

Education Members will have access to the ODA Member Area for:

- Documentation, code examples and binaries of the ODA Platform;
- The Support Forum, monitored by the ODA development staff;
- The ability to report and track bugs.

Corporate BIM Membership

Corporate BIM Members will have access to the ODA Member Area for:

- Documentation, code examples, binaries and source code of the Development Tools as identified and defined in the Corporate BIM Membership Agreement;
- Access to Support page on the website;
- Premium support, which includes direct contact with the ODA development staff;
- The Support Forum, monitored by the ODA development staff;
- The ability to report and track bugs.