

CONNECTED VEHICLE SYSTEMS
ALLIANCE (COVESA)
INTELLECTUAL PROPERTY POLICY

1. Purpose

1.1. Purpose

The Connected Vehicle Systems Alliance ("COVESA") adopts this Intellectual Property Policy (the "IP Policy") in order to set forth the rules and obligations with regard to the IPR of Members, Contributors, and third parties contributing to, using, or implementing any COVESA-developed technology, particularly software, and documentation. This IP Policy is adopted effective May 12, 2025, and replaces the COVESA Intellectual Property Rights (IPR) Policy attached as Addendum A to the COVESA Bylaws – Revised & Amended 13 October 2021 ("COVESA Bylaws").

- 1.1.1.** COVESA's Bylaws allow for Teams that operate within and under the direction of the Board of Directors ("Board"), as well as Groups that operate under the direction of the Teams, to work on COVESA Deliverables. Groups may have Projects, as well as other activities.
- 1.1.2.** Teams and Groups must have a Board-approved Charter; Group Charters typically state purpose, scope, deliverables, and license model for a Group, including any Projects within a Group.
- 1.1.3.** Project deliverables are approved within the Group and thus do not require Board approval.

1.2. Applicability

- 1.2.1.** COVESA is a Contribution-driven and open community.
- 1.2.2.** COVESA Members assent to this IP Policy by means of agreeing to a Participation Agreement binding them to this IP Policy.
- 1.2.3.** COVESA Non-Members may participate under best practices of open source projects and the selected license for any software developed by a Project; COVESA Non-Members are not bound by this IP Policy but may also not participate in the creation of Projects or Groups. COVESA Non-Members who wish to Contribute to any COVESA Project will be required to agree to the license terms for Contributions established by the Project to which they wish to be a Contributor, as set forth in more detail in Section 6 below.

1.3. Amendments

The Board may amend this IP Policy in accordance with the COVESA Bylaws, Section 12. In the event of a change to this IP Policy, the Board will provide instructions for transition to the new IP Policy; any amendment to this IP Policy must comply with the notice obligations set forth in the COVESA Bylaws and may not be effective less than thirty (30) calendar days from the date that written notice of such amendment is given to the Members.

2. Definitions

<u>Term</u>	<u>Definition</u>
Affiliate	An entity that directly or indirectly Controls, is Controlled by, or is under common Control of that party.
Board	The COVESA Board of Directors.
Bylaws	The meaning set forth in Section 1.1 above.
Charter	A document specifying the technical purpose and parameters of a Team or Group (including any Project formed by a group).
Contribution	Any original work of authorship, including any modifications or additions to an existing work, that Contributor submits for inclusion in a Project, which is included in a Project.
Contributor	Any person or entity, whether Member or Non-Member, that has indicated its acceptance of the License to a Project by 1) by making a Contribution to the Project, or 2) by entering into the COVESA Entity Contributor License Agreement for the COVESA Deliverable. Contributor includes its Affiliates, assigns, agents, and successors in interest.
COVESA Deliverables	The meaning is set forth in the Bylaws.
IPR	An abbreviation of "Intellectual Property Rights." As used in this IP Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets.
License	The governing license for any Project.
Licensee	Any person or entity that has indicated its acceptance of the License in this IP Policy. Licensee includes its Affiliates, assigns, agents, and successors in interest.
Member	A COVESA Participant of any class as defined in the Bylaws.
Project	A development effort hosted by COVESA in which Members and non-Members may participate. A Project may include, or incorporate software, an API, a UML Model, a data model, a technology approach, use cases or requirements (user stories, journey maps) or educational documents.
Representative	Any individual that acts on behalf of a Member or Contributor in connection with a Project, or in the completion of any form to be delivered to COVESA pursuant to the IP Policy and the Charter of a Team or Group.
Standard	A technical document describing a technology and published by a standards setting organization, that could, if used or implemented as intended, infringe a claim(s) of intellectual property under an issued patent or a patent application anywhere in the world.

3. Rules Relating to Trademarks and Trade Secrets

3.1. Trademarks. COVESA will maintain and publish trademark guidelines on its website (“[Trademark Guidelines](#)”). The Trademark Guidelines will provide guidance for anyone who desires to display or otherwise use COVESA’s trademarks. COVESA and its Members will adhere to COVESA’s Trademark Guidelines adopted herewith, as may be amended from time to time.

3.1.1. Adoption of Marks. COVESA may from time to time select one or more names, logos, trademarks, certification marks, or service marks (collectively, “**Marks**”), to be used to promote COVESA Deliverables. In such case, COVESA will promulgate policies for use of such trademarks or service marks (which may include certification requirements) within its Trademark Guidelines, as approved by the Board. COVESA will take such steps as the Board deems necessary and proper to protect its rights under such Marks adopted for use by COVESA.

3.1.2. Use of Member’s Marks. COVESA may display the names of the Members on COVESA’s membership webpage and in other representations of the Alliance membership such as event signage. This IP Policy will not grant COVESA any other right to use the trademarks or trade names of any Member, nor to designate any Member as the source or origin of any COVESA Deliverable, except to the extent required to adhere to notice requirements in the applicable open source license. The use of the corporate name of each Member will inure solely to the benefit of such Member, and be subject to that Member’s usage guidelines, if any, as updated from time to time.

3.2. Confidentiality and Trade Secrets. Members acknowledge that COVESA’s mission is to make all COVESA Deliverables freely available, and, accordingly, Members will ensure that any Contributions or other materials or information provided by Members’ employees, agents and Participants to COVESA are not subject to any requirement of confidentiality, unless and to the extent expressly agreed upon in advance in writing by the Board and the Member. Participants in Projects will not be expected to reveal trade secret information in the course of their participation or be asked by COVESA to sign non-disclosure agreements. COVESA will not be held responsible for the disclosure of any Member’s or non-Member’s trade secrets, regardless of the circumstances.

4. Outbound Licenses for COVESA Deliverables

4.1. Project License. Unless otherwise approved by the Board in accordance with the COVESA Bylaws, all software produced by Projects managed by COVESA will be licensed according to the following policy:

4.1.1. The Mozilla Public License version 2.0 (SPDX: MPL-2.0) is the default outgoing license for software.

4.1.2. The Creative Commons Attribution Share Alike International (version 4.0) (SPDX:

CC-BY-SA-4.0) is the default license outgoing for COVESA Deliverables that are documents.

- 4.1.3.** Alternative licenses other than the above defaults must comply with the [Public Policy for COVESA Licensing and Copyright Version 2.0](#)

5. Standard Development

- 5.1.** Participants in COVESA Groups will not engage in the development of Standards within COVESA. If a Participant wants to create a Standard, the request must be approved by the Board, which will also determine a standards setting organization for development of the Standard.

6. Software Development.

- 6.1.** Contributions to Project software may come from Members or non-Members.
- 6.2.** Contributions to Project software by Members and non-Members must have a developer certificate of origin (DCO) – as found on kernel.org – and will be governed by the outbound license of the Project software, or be made according to a [COVESA Entity Contributor License Agreement](#).
- 6.2.1.** Project software will have an agreed-to open source outbound license.
- 6.2.2.** Unless the Project decides otherwise, the default licensing of Contributions to Project software will employ a "license-in" = "license-out" model for consistent licensing (meaning inbound contributions match the license of any releases available for outbound usage), together with a DCO.
- 6.2.3.** Projects for which Contributions to Project software are licensed using the Project's selected outbound license together with a DCO may be accepted under a different inbound license, as long as that license is fully compatible with Project software's outbound license. In that circumstance, a DCO will still be required. The COVESA Entity Contributor License Agreement is a fully-compatible license that may be used in lieu of the outbound license and DCO, for Contributions by those individuals authorized to make Contributions in the "Employee Authorization" section.
- 6.2.4.** Projects which do not wish to have Contributions licensed in using the Project's selected outbound license may only accept Contributions according to the COVESA Entity Contributor License Agreement.
- 6.3.** All Contributions must be made under a "real name" or Contributor company name.
- 6.4.** Project Maintainers have final authority to accept or deny Contributions
- 6.5. No Additional Licenses.** It is not the objective of this IP Policy to require Members to enter into any patent cross-license, or otherwise require, or require changes to, any patent pools, patent cross-licenses, or other patent licensing arrangements that are in place prior to or independent of the operation of COVESA. This IP Policy will not be construed to modify

any such arrangements.

7. **No Other Rights.** Except as specifically set forth in this IP Policy, no other express or implied patent, trademark, copyright, or other rights are granted under this IP Policy, including by implication, waiver, or estoppel.
8. **Antitrust Compliance.** Contributor acknowledges the [COVESA Antitrust Guidelines](#).
9. **Non-Circumvention.** Contributor agrees that it will not intentionally take or willfully assist any third party to take any action for the purpose of circumventing any obligations under this License.

10. Representations, Warranties and Disclaimers.

10.1. Representations, Warranties and Disclaimers. Contributor and Licensee represents and warrants that 1) it is legally entitled to grant the rights set forth in this License and 2) it will not intentionally include any third-party materials in any Contribution unless those materials are available under terms that do not conflict with this IP Policy. IN ALL OTHER RESPECTS ITS CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using the Contribution or the COVESA Deliverable is assumed by the implementer and user. Except as stated herein, CONTRIBUTOR AND LICENSEE EXPRESSLY DISCLAIM ANY WARRANTIES (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, CONDITIONS OF QUALITY, OR TITLE, RELATED TO THE CONTRIBUTION OR THE COVESA DELIVERABLE. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. If Contributor is 1) employed by or acting on behalf of an employer, 2) is making a Contribution under the direction or control of a third party, or 3) is making the Contribution as a consultant, contractor, or under another similar relationship with a third party, Contributor represents that they have been authorized by that party to enter into this License on its behalf.

10.2. Distribution Disclaimer. Any distributions of technical information to third parties must include a notice materially similar to the following: "THESE MATERIALS ARE PROVIDED "AS IS." The Contributors and Licensees expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the materials. The entire risk as to implementing or otherwise using the materials is assumed by the implementer and user. IN NO EVENT WILL THE CONTRIBUTORS OR LICENSEES BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS DELIVERABLE OR ITS GOVERNING AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND

WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGE.”