

Enterprise Edition Contribution IP Assignment Agreement (DanswerAI, Inc.)

Effective Date: _____

This Enterprise Edition Contribution IP Assignment Agreement (the "**Agreement**") is entered into by and between:

- **DanswerAI, Inc.** ("Company"), the maintainer of the Onyx product, and
- **Contributor:** _____ ("Contributor")

Company and Contributor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose and scope

Onyx's repository is primarily licensed under the MIT License, but includes proprietary-licensed Enterprise Edition components (as defined below). This Agreement applies only to Contributions made to the Enterprise Edition components and is intended to ensure Company owns all rights necessary to license, distribute, and commercialize Enterprise Edition features.

2. Definitions

2.1 "Enterprise Edition" or "EE" means (a) any source code, documentation, configuration, assets, tests, build scripts, or other materials located in or under **any directory named "ee"** within the repository, and (b) any other files or directories that are explicitly marked as proprietary or Enterprise Edition in repository documentation, file headers, or license notices, and (c) any derivative works, modifications, or additions to the foregoing.

2.2 "Contribution(s)" means any work of authorship (including code, documentation, or other materials) that Contributor submits to Company for inclusion in EE, including via pull request, patch, commit, issue attachment, email, or any other submission method accepted by Company, and any modifications to existing EE materials.

2.3 "Intellectual Property Rights" means all rights worldwide in and to copyrights, moral rights, neighboring rights, trade secrets, mask work rights, design rights, database rights, patent rights, and any other proprietary rights, whether registered or unregistered.

3. Assignment of rights

3.1 Assignment. To the maximum extent permitted by law, Contributor hereby assigns and transfers to Company, and agrees to assign and transfer to Company, all right, title, and interest in and to all Contributions and all associated Intellectual Property Rights, including all rights to reproduce, prepare derivative works, distribute, publicly perform, publicly display, and otherwise exploit the Contributions in any manner.

3.2 Future rights and further assurances. Contributor agrees to execute and deliver (including electronically) any documents and take any actions reasonably requested by Company to perfect,

record, or enforce Company's rights in the Contributions. If Contributor fails to do so after reasonable request, Contributor appoints Company as Contributor's attorney-in-fact solely to execute such documents on Contributor's behalf.

3.3 Work made for hire (where applicable). To the extent any Contribution qualifies as a "work made for hire" under applicable law, it shall be deemed a work made for hire for Company. If not, it is assigned under Section 3.1.

4. Moral rights waiver

To the extent permitted by law, Contributor waives and agrees not to assert any moral rights (including rights of attribution and integrity) or similar rights in the Contributions against Company or Company's licensees, successors, or assigns.

5. Patent rights (assignment / license)

5.1 Patent assignment. To the maximum extent permitted by law, Contributor hereby assigns to Company all right, title, and interest in any patent rights that are necessarily infringed by making, using, selling, offering for sale, importing, or otherwise exploiting the Contributions or EE as incorporated with the Contributions.

5.2 Fallback patent license. If any patent rights cannot be assigned as a matter of law, Contributor grants Company a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license under such patent rights to make, have made, use, sell, offer for sale, import, and otherwise exploit the Contributions and EE.

6. Contributor representations

Contributor represents and warrants that:

6.1 Authority. Contributor has the legal right and authority to enter into this Agreement and to make the assignments and grants herein.

6.2 Originality / rights clearance. Each Contribution is original to Contributor or Contributor has secured all necessary rights and permissions to submit it and to assign the rights described in this Agreement.

6.3 No third-party restrictions. Contributions are not subject to any employment, contractor, academic, or other agreement that would conflict with this Agreement or restrict assignment to Company. Contributor has not included any code or materials that require disclosure of source code or impose "copyleft" or similar reciprocal obligations on EE (including but not limited to GPL, AGPL, LGPL (in a way that would impose reciprocity on EE), or other licenses that would require EE to be distributed under different terms), unless Company has expressly agreed in writing.

6.4 No confidential information. Contributor will not submit any confidential or proprietary information of any third party (including an employer) as part of a Contribution.

7. Relationship to MIT-licensed portions of the repo

This Agreement applies only to Contributions to EE as defined in Section 2.1. Contributions made solely to MIT-licensed portions of the repository remain governed by the repository's applicable open-source licensing and contribution terms, unless a separate written agreement states otherwise.

8. No obligation; consideration

8.1 No obligation to accept. Company has no obligation to accept, merge, or distribute any Contribution.

8.2 Consideration. Contributor agrees that the opportunity to contribute to EE and Company's potential acceptance and use of the Contributions are adequate consideration for the assignments and grants in this Agreement.

9. Limitation of liability

To the maximum extent permitted by law, neither Party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of this Agreement.

10. Governing law; venue

This Agreement is governed by the laws of the **State of California**, excluding conflict-of-laws rules. The Parties agree to exclusive jurisdiction and venue in the state or federal courts located in **California**, unless prohibited by applicable law.

11. Miscellaneous

11.1 Entire agreement. This Agreement is the entire agreement between the Parties regarding EE Contributions and supersedes all prior or contemporaneous understandings on that subject.

11.2 Amendment. Any amendment must be in writing and signed by both Parties.

11.3 Severability. If any provision is held unenforceable, the remaining provisions remain in full force and effect.

11.4 Counterparts; electronic signatures. This Agreement may be executed in counterparts, including via electronic signature, each of which is deemed an original.

Signatures

COMPANY: DanswerAI, Inc.

By: *Yuhong Sun*

Name: Yuhong Sun

Title: CoFounder / Maintainer

Date: January 16, 2026

CONTRIBUTOR:

Signature: _____

Name: _____

Email: _____

Address (optional): _____

Date: _____