

SimpleX Network Consortium Agreement

July 1, 2026

Overview: This is an agreement among all of the signatories below (each, a “**Party**”) regarding the operation of the SimpleX Network Consortium (the “**Consortium**”).

Background: SimpleX Network is a decentralized communication network based on an open protocol and open source server and client software. The purpose of the Consortium is to promote and manage the SimpleX Network specifications, protocols and related IP, and to protect SimpleX Network as a whole, including the interests of the End Users, Server Operators, Software Vendors, and Specification Authors, and to support SimpleX Network specification and software development and adoption, based on the principles of end user sovereignty, privacy and security, and freedom of expression. Consortium Parties (“**Parties**”) will enter into and abide by the terms of the Consortium Agreement, to ensure collaborative and effective governance of the SimpleX Network.

1. **Overview of Consortium Activities:** The Parties may support SimpleX Network operations via:
 - 1.1. Governance for development and licensing of client and server software
 - 1.2. Publication and licensing of technical documentation
 - 1.3. Development of sustainable revenue models for Server Operators and Software Vendors
2. **Intellectual Property.** There will be two levels of intellectual property: Licensed IP and Core IP. Licensed and Core IP will be defined in schedules to the Consortium Agreement. The initial schedule of Licensed IP will include only the SimpleX trademarks, service marks and logos, and other IP listed in the attached schedule, but may later include other intellectual property as determined by the Consortium via Governing Decision. The initial schedule of Core IP will be empty. The licensing terms set forth in this section constitute the IP policy of the Consortium.
3. **Licensed IP** means all IP of the Parties licensed under the Consortium Agreement in connection with the SimpleX Network Protocol, such as client and server software, documentation, specifications, data. Licensing of Licensed IP is voluntary and irrevocable.
4. **Core IP** means a subset of Licensed IP that is essential to the SimpleX Network. Core IP is intended to establish the SimpleX Network as a *de facto* standard, and therefore should be changed only with due consideration. Accordingly, Core IP will be identified via a Governing Decision by the Parties. Designation of any intellectual property as Core IP is voluntary and requires the consent of the Party that owns such intellectual property. Any changes to Core IP must be approved in advance via a Governing Decision or via a process established via Governing Decision.
5. **Licensing.** Each Party will license its rights in the Licensed IP according to the intellectual property policy of the Consortium. The policy will provide for open licensing of various artifacts, such as:

- 5.1. Software, to be licensed to all recipients under AGPLv3. The Consortium may elect to offer certain software elements under other open source software licenses that are compatible with AGPLv3, via a Governing Decision.
 - 5.2. Documentation, to be licensed to all recipients under a Creative Commons license.
 - 5.3. Data, to be licensed to all recipients under a permissive data license such as Creative Commons BY or the Community Data License Agreement
 - 5.4. Any cross-licensing of patent rights among the Parties necessary to enable practicing the SimpleX Network protocol
6. **Irrevocability.** All license grants will be perpetual and irrevocable. Such licenses shall be binding upon all successors, assigns, and transferees of the Licensed IP, regardless of how the Licensed IP is transferred, including by operation of law, merger, acquisition, bankruptcy, or dissolution. The purpose of irrevocable licensing is to guarantee to all network participants—users, server operators, software vendors, and investors—that the SimpleX Network protocol will remain open and available regardless of changes in ownership or corporate structure of any Party, supporting the growth of the network without preventing any Party from commercial usage of its own intellectual property. If a Party transfers or assigns Licensed IP, it must also transfer any related obligations under the Consortium Agreement to the recipient. Upon a Party's departure from the Consortium, all licenses granted to that Party under this Agreement shall remain in effect, and all licenses granted by that Party shall likewise remain in effect.
 7. **Equivalent Grant of Rights.** Each Party will be subject to the applicable open licenses for Licensed IP. No Party will make any agreement with another Party granting more favorable terms for the Licensed IP.
 8. **Reservation of Rights.** Each Party will retain rights to its Licensed IP, subject to the licenses to be granted as required by the Consortium. Without limiting the foregoing, each Party retains the right to commercially license, sell, or otherwise exploit its Licensed IP, including through proprietary or dual-licensing arrangements with any parties, and including Parties to this Agreement. No Party makes any warranty regarding its Licensed IP, and no Party shall be liable to any other Party for claims arising from the use of Licensed IP contributed under this Agreement.
 9. **Contributions.** The Consortium may set terms for contributions, by the Parties or by the community, to the SimpleX Network Protocol and related materials or intellectual property, via a Governing Decision.
 10. **Trademarks.** No Party will be required to grant any rights in its own trademarks or service marks. The SimpleX Chat trademark will be owned by the IP Holding Party and rights in the trademark will be enforced by the Consortium according to a published trademark policy, at the expense of the party appointed to administer the processes under the Consortium Agreement. The Consortium Parties may use the SimpleX Chat name to refer to the SimpleX Network and its protocol; such use does not limit the IP Holding Party's right to use the SimpleX Chat name commercially, e.g. as a product brand or for any other purpose. No Party will challenge the validity of such marks.

11. **IP Holding Party.** The IP Holding party will grant irrevocable licenses to Licensed IP as required or allowed by the Consortium Agreement. Such grants are voluntary and, once made, irrevocable.
12. **Changes.** Any change to or variation from the IP policy must be approved in advance by the Consortium, in a Governing Decision.
13. **Parties:** There will be two classes of Parties: Parties and Governing Parties. Governing Parties will be expected to take a leadership role in promoting and protecting the SimpleX Network. In addition, at least one Governing Party will be designated as the IP Holding Party. The initial Governing Parties will be:
 - 13.1.SimpleX Chat Ltd, a company incorporated in England and Wales.
 - 13.1.1.This Party will be the IP Holding Party. It owns the SimpleX trademarks, service marks and logos, and licenses them to the Consortium parties as Licensed IP.
 - 13.1.2.This Party will be a Governing Party.
 - 13.2.SimpleX Network Foundation, a non-stock US Delaware state corporation.
 - 13.2.1.This Party will be a Governing Party.
 - 13.2.2.This Party is appointed to administer the processes under the Consortium Agreement, including coordinating votes, publishing decisions, and managing trademark filings on behalf of the Consortium.
14. **Governing Decisions:** A vote by the Governing Parties is required to approve actions of the Consortium relating to the SimpleX Network. All Parties must abide by these Consortium decisions. Decisions may be approved by a simple majority of all Governing Parties. All decisions are subject to veto by SimpleX Chat Ltd., as the founding Party and principal developer and funder of the SimpleX Network protocol.

Changes to the Consortium Agreement, including the IP policy, require unanimous approval of all Parties.

The following will be Governing Decisions that require unanimous approval of all Governing Parties:

- 14.1.Adding a Governing Party.
- 14.2.Admission of new Parties.
- 14.3.Appointing any entity to manage the processes under the Consortium Agreement.

Such decisions must be made in writing, and once decided, must be shared with all Parties and with the general public.

15. Adding, Changing, and Removing Parties:

- 15.1.Adding a new Party is subject to the Party agreeing to the Consortium Agreement, including as to whether that Party will be a Governing Party. It is

contemplated that each Party will agree to the Consortium Agreement in the exact form it has been agreed to by existing Parties. Any variation should be discouraged, and would in any event require unanimous approval of the Parties.

15.2. Any Party may leave the Consortium at any time, with 3 months prior written notice. Any Party can be removed from this Agreement involuntarily, including for breach of the Consortium Agreement, only via Governing Decision. In the event that the IP Holding Party terminates the Agreement, or is removed, such Party shall either continue maintaining the applicable trademarks and service marks licensed to the Consortium or assign such trademark to another Party designated by Governing Decision. Termination does not affect any licenses granted by or to the terminated Party prior to termination.

16. **No Joint Venture:** The Consortium Agreement will not be deemed to create a partnership or joint venture. All of the Parties will act as independent contractors.
17. **No Other Agreements:** Each Party will represent that it does not have any other agreements with any other Parties relating to the governance of the SimpleX Network Protocol or the licensing of intellectual property contributed under this Agreement. Violation of this representation will be cause to terminate the agreement with those Parties, via Governing Decision.
18. **Dispute Resolution:** The Consortium Agreement will be interpreted according to the laws of the State of New York, USA. Any disputes arising out of or related to the Consortium Agreement will be subject to exclusive resolution via arbitration under the rules of the International Chamber of Commerce. Arbitration will be held in New York, New York, and in English. Arbitration will be performed by a single arbitrator agreed upon by all parties. If the parties cannot agree, the arbitrator shall be appointed in accordance with the ICC Rules. Any judgment of the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own attorneys' fees and costs in connection with any arbitration under this Agreement, and the parties shall share arbitration fees equally. Remote attendance by videoconference shall be permitted for all proceedings.
19. **Term and Termination:** This Agreement will remain in force as to each Party from the date such Party agrees to its terms, and continue in place unless and until such Party is terminated from the Consortium, or the Consortium unanimously elects to terminate this Agreement.
20. **Confidentiality:** This Consortium Agreement will not be confidential. It will be made publicly available by the Consortium parties. However, any communications among the parties regarding changes to the Consortium Agreement, or adding or removing parties to this Agreement, will be confidential. With respect thereto, each Party shall treat as confidential such information, and shall not use such information except in connection with implementing this Agreement and shall not disclose such information to any third party. This Section will not apply to any information that is already in the possession of the receiver, is independently developed by the receiver, or becomes generally known and available through no action or inaction of the receiver.

21. **Assignment:** The Consortium Agreement will be assignable by a Party only in the case of a re-incorporation, corporate reorganization, merger, acquisition, or sale of assets, provided the assignee agrees to be bound by all terms of this Agreement. Any other assignment requires a Governing Decision. The assigning Party shall notify all other Parties in writing 10 days following such assignment.
22. **Miscellaneous Terms:** This Agreement is the entire agreement among the Parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the Parties unless made in writing and signed by the duly authorized representatives of all Parties. Any notice required or permitted under the terms of this Agreement must be in writing and must be: (a) delivered in person; or (b) sent by courier with proof of receipt. Notices will be considered to have been given at the time of actual delivery. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. Nonperformance of any Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason when failure to perform is beyond the reasonable control of the nonperforming party. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
23. **Definitions:** The following definitions used in this Consortium Agreement will have the following meanings.
 - 23.1. **SimpleX Network Services:** services created by the End Users using SimpleX Network servers and software, such as: public contact addresses, customer support addresses, automatic support and information services, public groups, content channels, public communities, etc.
 - 23.2. **End Users:** independent organizations and individuals that create or use SimpleX Network services using client software provided by Software Vendors and network infrastructure provided by Server Operators.
 - 23.3. **Server Operators:** independent organizations and individuals that operate public servers using server software provided by Software Vendors that can be used as network facilities (mere conduits) to create SimpleX Network services: public addresses, customer support addresses, public groups, channels and communities.
 - 23.4. **Software Vendors:** independent organizations and individuals developing server and client software that can be used by Server Operators and End Users.
 - 23.5. **Specification Authors:** independent organizations and individuals writing and maintaining existing and new specifications for SimpleX Network protocols.

Initial schedule of the Licensed IP

1. SimpleX Chat trademark, SimpleX Network service mark, and SimpleX logos subject to trademark policy: <https://github.com/simplex-chat/simplex-chat/blob/stable/media-logos/simplex-logo-dark.png>, <https://github.com/simplex-chat/simplex-chat/blob/stable/media-logos/simplex-logo-light.png>,
2. SimpleX Network protocol specifications in simplexmq repository in this folder: <https://github.com/simplex-chat/simplexmq/tree/stable/protocol>
3. SimpleX Chat protocol specifications in simplex-chat repository in this folder: <https://github.com/simplex-chat/simplex-chat/tree/stable/docs/protocol>