

Edgecross Consortium Terms of Membership

These Terms set forth the rights and obligations of consortium members (hereinafter referred to as "Members") who have joined the Edgecross Consortium (hereinafter referred to as "the Consortium") pursuant to the method of joining and these Terms.

Article 1 (Scope of Application of and Changes to the Terms)

1. These Terms are for the purpose of spreading Edgecross ("Edgecross" means the edge computing software platform provided by the Consortium) and apply if technology related to Edgecross (hereinafter referred to as "Edgecross Technology"; this includes the basic software, the development kit and the specifications (defined in Article 7, Paragraph 1).) is obtained from the Consortium by a Member and the technology is used, or if software using the technology (hereinafter referred to as "Edgecross compatible product") is developed, manufactured, sold or used.
2. These Terms apply to all five membership categories (Board, Executive, Regular, Registered and Advisor) specified in the Appended Table according to the membership category.
3. Changes to and expiration of these Terms are implemented with the review and approval of the Board of Governors of the Consortium.

Article 2 (Eligible Members)

Eligible members shall be corporations and equivalent groups.

Article 3 (Membership Registration Procedures)

1. To join, please use the "Edgecross Consortium Membership Application Form and Registration Information Change Application Form (Form 1)" specified by the Consortium. If the Consortium approves your membership, the Consortium will issue a "Membership Card". An applicant becomes a Member from the date of issue of the "Membership Card".
2. The Consortium may not approve an application by an applicant at the Consortium's discretion if the application contains false information or if the applicant has lost membership in the past due to a violation of the Terms of Membership.
3. If there is a change in a Member's registration information, please promptly apply using the "Edgecross Consortium Membership Application Form and Registration Information Change Application Form (Form 1)".

Article 4 (Membership Fees)

1. Please pay the initial membership fee to the Consortium according to your membership category specified in the Appended Table in accordance with the bill issued by the Consortium in the initial fiscal year of membership (a "fiscal year" refers to the period from April 1 until March 31 of the following year, regardless of the timing of membership).
2. Please pay the annual membership fee to the Consortium in one payment according to your membership category specified in the Appended Table in accordance with the bill issued by the Consortium every April as the annual membership fee from the following fiscal year of membership.
3. If the member rank changes during the effective period of membership, please pay the difference arising from the change before the date specified by the Consortium. The Consortium will not refund any difference arising due to the member rank being downgraded.

Article 5 (Effective Period of Membership and Cancellation Procedures)

1. The effective period of membership shall be from the date of issue of the "Membership Card" under Article 3 until the end of the fiscal year. Unless an application for cancellation is made by the Member no later than three months prior to the end of the effective period, the membership is automatically renewed for one year.
2. If a Member wishes to cancel membership, it must notify the Consortium in writing no later than three months prior to the end of the effective period. In this case, membership fees and other fees already paid to the Consortium by the Member will not be refunded.
3. Even if a Member loses membership or if these Terms expire, the provisions of Article 7, Paragraph 8 (Rights of Members), Article 9 (Confidentiality), Article 11 (Security Trade Controls), Article 12 (Protection of Personal Information), Article 13 (Intellectual Property Rights), Article 14 (Guarantee) and Article 17 (Court with Jurisdiction) through Article 19 (Inquiries) shall remain in effect.

Article 6 (Revocation of Membership)

Membership may be revoked if any of the following items applies to a Member. In this case, membership fees and other fees already paid to the Consortium by the Member will not be refunded. Furthermore, the Consortium shall not be liable for any damages arising due to the revocation of membership.

- (i) If in violation of any of these Terms;
- (ii) If it is found that the application contains false information;
- (iii) If the various fees specified by the Consortium such as membership fees, certification testing expenses, and license fees are not paid before the date specified by the Consortium;

- (iv) If it is found that the Member falls under an item prescribed in Article 16;
- (v) If the Member performs development using Edgexross Technology that infringes on the purpose of spreading Edgexross or the purpose of the establishment of the Consortium;
or
- (vi) If the Member performs an act otherwise deemed to be inappropriate by the Consortium.

Article 7 (Rights of Members)

1. Members have the right to receive provision of Edgexross specifications created for Members by the Consortium (including technical information related to specifications, hereinafter referred to as "Specifications") included in Edgexross Technology at no charge.
2. Members who are Regular Members or higher have the right to use Edgexross Technology to develop, manufacture and sell Edgexross compatible products.
3. Members shall not duplicate, modify or revise Edgexross Technology ("Specifications" in the case of Registered Members) except when there is prior written approval from the Consortium or there are separate arrangements in another agreement. However, this does not apply to reproduction when Regular Members and higher provide this within their company or to a subcontracted manufacturers for the purpose of use in development or planning of development of Edgexross compatible products within their own company.
4. Regular Members and higher may list the names and specifications of Edgexross compatible products that they develop, manufacture or sell in catalogs, Internet websites, related to Edgexross that are created by the Consortium. However, the method, scope, and period of listing shall be at the discretion of the Consortium.
5. Regular Members or higher may provide Edgexross compatible products or obtain the development kit through the marketplace operated by the Consortium on the condition that they follow the "Marketplace Terms of Use" and the "Marketplace Store Agreement".
6. Members shall not assign, lend, sublicense or pledge as collateral all or part of the rights licensed by the Consortium pursuant to these Terms to a third party, or use them for the purpose of other rights.
7. Members have the right to perform the items specified in the Appended Table, in addition to the rights prescribed in this article.
8. A regular Member or higher who loses membership (hereinafter referred to as "Former Member") due to cancellation or rescission of membership pursuant to Article 6 (hereinafter collectively referred to as "Cancellation") may not develop, manufacture or sell Edgexross compatible products from the time of Cancellation. However, the sale of products already manufactured at the time of Cancellation shall be permitted.

Article 8 (Display of the Edgecross Logo)

Display of the name of Edgecross by Members shall be in accordance with the format (including but not limited to the display method and display locations) separately specified by the Consortium.

Article 9 (Confidentiality)

1. Members shall not disclose or divulge any Edgecross Technology provided by the Consortium to third parties. However, Members may disclose Edgecross Technology to a third party by imposing obligations equivalent to the obligations prescribed in this paragraph and the following paragraph on the third party if disclosure of Edgecross Technology is required for application development. In this case, when the third party violates the confidentiality obligation intentionally or through negligence, the Member who disclosed the Edgecross Technology to the third party shall be liable.

2. Notwithstanding the provision of the preceding paragraph, the provisions of the preceding paragraph shall not apply to Edgecross Technology which.

- (i) was already public knowledge at the time it was learned;
- (ii) became public knowledge due to reasons not attributable to the Member after it was learned;
- (iii) was already in the possession of the Member at the time it was learned;
- (iv) was independently developed by the Member without contact with technical information;
or
- (v) was legally obtained by the Member without any obligation of confidentiality from a third party who developed it independently without contact with technical information.

3. The Consortium shall use information (including personal information) collected from Members only for spreading Edgecross, improving functionality and quality, and operating the Consortium, and Members shall consent to this.

Article 10 (Certification Tests of the Edgecross Compatible Products)

1. If a Member (Regular Member or higher) develops a Edgecross compatible products using Edgecross Technology, the product must undergo and pass a test conducted in accordance with the provisions separately specified by the Consortium in order to be sold.

2. When selling its own Edgecross compatible product that uses Edgecross Technology and has been certified as passing Certification Tests of the Edgecross compatible products, a Regular Member or higher may display the Edgecross logo for the purpose of explaining that a product is an Edgecross compatible product that has been certified. In this case, the Member must display the Edgecross logo using a method that does not cause the

misunderstanding that the Consortium guarantees the performance, and quality of the Edgexcross compatible product.

Article 11 (Security Trade Controls)

When exporting Edgexcross Technology and Edgexcross compatible products, Members must comply with the Foreign Exchange and Foreign Trade Act. Furthermore, Members shall not use Edgexcross Technology or Edgexcross compatible products in weapons of mass destruction, and shall not directly or indirectly provide or export Edgexcross technology and Edgexcross compatible products if it is found that they are or may be used in weapons of mass destruction.

Article 12 (Protection of Personal Information)

1. Members shall use personal information disclosed to Members by the Consortium only when necessary for the purpose specified by the Consortium at the time of disclosure, and must not use it for any other purpose. Furthermore, a Member provided with personal information by the Consortium shall comply with its obligation as a Business Operator Handling Personal Information specified under the Act on the Protection of Personal Information, and the terms of use specified by the Consortium at the time of disclosure.
2. If a Member has leaked personal information provided by the Consortium or there is a risk thereof, the Member shall promptly contact the Consortium and assume the responsibility and expense to handle this itself.

Article 13 (Intellectual Property Rights)

1. If a Member creates a new invention, copyrighted work, device, or design based on Edgexcross Technology provided by the Consortium, the patent rights, copyrights, utility model rights, design rights and other intellectual property rights (including the right to receive these) for the creation shall be attributed to the Member who created it.
2. If a Member holds intellectual property rights (including the right to receive these) required to use Edgexcross Technology provided by the Consortium, the Member shall, in principle, license the intellectual property rights to the Consortium and other Members under reasonable and non-discriminatory conditions, and the specific conditions shall be discussed by the Member holding the intellectual property rights and the Consortium.

Article 14 (Guarantee)

1. The Consortium shall provide Edgexcross Technology held by the Consortium as-is at the time a Member requests it to be provided, and will not provide any guarantee to the Member

concerning Edgecross Technology.

2. Members shall use Edgecross Technology on their own responsibility, and shall not cause damage to the Consortium. The Consortium shall not be liable in any way for the performance, quality, safety or other technical or economic aspects (including but not limited to product liability) of Members' Edgecross compatible products that use Edgecross Technology.

3. The provisions of this article provide for all of the Consortium's liability including defect liability and liability for non-conformity, and the Consortium shall not be liable in any way for any direct, indirect, special damages or any other damages whether or not foreseen by the Consortium regardless of the legal grounds for the claim, including the preceding paragraph.

4. If a dispute arises or may arise between a Member and a third party due to Edgecross compatible products that use Edgecross Technology and materials related to Edgecross compatible products (including but not limited to proposals, catalogs, manuals and Internet websites) violate a third party's intellectual property rights or other rights, the Member shall assume the responsibility and expense to resolve this itself.

Article 15 (Membership Card)

Members shall assume responsibility for managing member names and member numbers shown on "Membership Cards" and shall not cause damages to the Consortium.

Article 16 (Exclusion of Antisocial Forces)

Members pledge that they do not fall under any of the following items:

- (i) An organized crime group, a member of an organized crime group, a person who has been a member of an organized crime group in the past five years, a quasi-member of an organized crime group, a company affiliated with an organized crime group, a corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, a crime group specialized in intellectual crimes, or other similar person (hereinafter referred to as "organized criminals");
- (ii) Having a relationship in which management is deemed to be controlled by organized criminals;
- (iii) Having a relationship in which organized criminals are deemed to be effectively involved in management;
- (iv) Having a relationship in which it is deemed that organized criminals are used unduly, such as for the purpose of wrongful benefit for oneself, one's company or a third party, or for the purpose of harming a third party;
- (v) Having a relationship deemed to be involved with organized criminals such as providing funding or providing favors thereto; or

(vi) An officer or person effectively involved in management having a socially reprehensible relationship with organized criminals.

Article 17 (Court with Jurisdiction)

If a lawsuit needs to be filed in relation to these Terms, Tokyo District Court shall be the court with exclusive jurisdiction in the first instance.

Article 18 (Matters Subject to Deliberation)

Any questions arising over matters not provided for in these Terms or the interpretation of the provisions in these Terms shall be resolved through consultation conducted in good faith by the Consortium and the Member.

Article 19 (Inquiries)

Inquiries to the Consortium will be accepted in the following method and times.

(E-mail) info@edgecross.org

(Business hours) Monday to Friday 10:00 a.m. to 12:00 p.m., 1:00 p.m. to 5:00 p.m.

(excluding Consortium holidays and weekends)

Article 20 (Effect of the Terms)

These Terms shall take effect from November 29, 2017.

Appended Table

Item	Regular	Registered	Advisor
Initial membership fee*3 (NoT include VAT)	100,000 yen	–	–
Annual membership fee*3 (NoT include VAT)	200,000 yen	–	–
Obtaining specifications	○	○	○
Obtaining development kits (SDK, DDK)	○ ^{*2}	–	○ ^{*2}
Development, manufacture and sale of Edgecross compatible products	○	–	–
Technical Working Group Member eligibility	–	–	○
Marketing Working Group Member eligibility	○	–	–
Certification tests	○ ^{*2}	–	○ ^{*2}
Laboratory use ^{*1}	○	–	○
Display of logo (Edgecross compatible products, hardware products with Edgecross installed)	○	–	–
Registration of products on Marketplace	○	–	–
Listing of advertisements on Website ^{*1}	○ ^{*2}	○ ^{*2}	○ ^{*2}
Exhibits at exhibitions ^{*1}	○	○	○
Information on public events	○	○	○
Participation in events for members ^{*1}	○	○	○
Listing of company name on Consortium's Official Website	○	○	○

*1: The priority of use or participation is in the order of Board, Executive, Regular, Registered, Advisor.

*2: The fees specified by the Consortium must be paid separately.

*3 : Applied taxes must be paid by the buyer.,