

Data Society Alliance Membership Terms

Article 1: Purpose of Activities, etc.

1. The purpose of the Data Society Alliance (hereinafter referred to as “the Alliance”) is to realize an affluent society (hereinafter referred to as “Data-Driven Society”) through fair and free data utilization across sectors based on industry-academia-government collaboration.
2. In order to achieve the purpose of activities under the preceding section, the Alliance will solicit individual and corporate members and form a member organization with individuals or corporations and other organizations as its target.

Article 2: Scope of this Terms

1. These terms will be applied to the individuals, corporations and organizations that became members as set forth in Article 5 of the Articles of Incorporation of the Alliance (hereinafter referred to as “Members”).

Article 3: Membership Categories and Eligibility

1. The Alliance shall have three types of members as described below. Regular Members shall be considered Regular Members under Article 5.1 of the Articles of Incorporation and Members under the Act on General Incorporated Associations and General Incorporated Foundations.
 - (1) Regular Members: Individuals or organizations who have joined the Alliance in order to support its purpose
 - (2) Supporting Members: Individuals or organizations who support the purpose of the Alliance and cooperate with its activities
 - (3) Special Members: Government agencies, non-profit organizations, experts (individuals), etc. who express support for the activities of the Alliance and who have been approved as Special Members by the Board of Directors
2. Alliance Members shall obtain the following eligibility to participate in Alliance activities in accordance with their membership category.

| Membership Category | Employee Eligibility | Election of Directors | Proposals of Formulation of Standards |
|---------------------|----------------------|-----------------------|---------------------------------------|
| Regular Member | Yes | Yes | Yes |
| Supporting Member | No | No | No |
| Special Member | No | No | Yes |

3. Regular Members may, in principle, participate in paid events that are held, receive books that are distributed, etc. as part of activities of the Alliance free of charge.
4. Supporting Members and Special Members shall be accorded preferential treatment with respect to paid events, distribution of books, etc. conducted as part of the activities of the Alliance.
5. Applications for Alliance membership shall be in individual or organizational units. However, should Members, at their own instruction, etc., seek to allow personnel of non-Member group companies, related institutions, etc. to participate in their activities in order to contribute to said activities, said Members may allow that participation under their management. Note that said personnel may not be allowed to participate in Alliance activities for the sake of their own activities.

Article 4: Granting of Membership

1. Membership applicants shall become Regular Members or Supporting Members if they support the purpose of Alliance activities, apply for membership using the application methods designated by the Alliance, and obtain the approval of the Representative Director.
2. Membership as a Special Members requires approval of the Board of Directors as stated in Article 5.3 of the Articles of Incorporation.

Article 5: Disapproval of Membership

1. Should any of the reasons listed below apply, the Alliance may not approve membership.
 - (1) When items to declare for applying for membership contain false or erroneous statements or omissions of statements.
 - (2) When the applicant has had their membership eligibility revoked by the Alliance in the past.
 - (3) When the applicant has been a crime syndicate or a member thereof; a party, enterprise or group involved with a crime syndicate; a corporate racketeer; a racketeer acting under guise of social movements; another group or individual that employs violence, force or fraudulent means in the pursuit of economic gain; or a party equivalent thereto (hereinafter collectively referred to as “Anti-Social Forces”).
 - (4) When the Alliance determines that there exists another reason why it would be inappropriate to enter an official membership agreement with the applicant.

Article 6: Valid Term and Renewal

1. The valid term of membership eligibility shall be from the day that follows the date on which the Member became such in accordance with the provisions of Article 4 to the first March 31 that arrives following that day (hereinafter referred to as “Initial Year”). However, this term may be renewed should Members obtain approval from the Alliance through the renewal

procedures designated by the Alliance and pay annual membership fees by the payment deadline in accordance with Article 7.

2. Following renewal, the valid term of membership eligibility shall be from April 1 to March 31 of the following year, with the same to apply thereafter. Note that in cases where the valid term of membership eligibility elapses without being renewed, membership eligibility will automatically be suspended.
3. Membership eligibility for Special Members will be in perpetuity. Special Members will not lose their membership eligibility unless they withdraw their membership of their own accord in accordance with Article 10 or lose their eligibility in accordance with Article 11.

Article 7: Membership Fees

1. Members must pay a joining fee and annual membership fees (hereinafter collectively referred to as “Membership Fees”) in accordance with the stipulations of this Article.
2. Annual membership fees shall be paid by the payment deadline stipulated by the Alliance in the course of the prior business year.
3. Amounts of Membership Fees shall be as listed below.

| | |
|---|-------------|
| (1) Joining fee | None |
| (2) Annual membership fees | |
| i. Regular Member A | 400,000 yen |
| Regular Members who may, in principle, use the development environment equipment provided by the Alliance free of charge. | |
| ii. Regular Member B | 300,000 yen |
| Regular Members who are accorded preferential treatment in the use of the development environment equipment provided by the Alliance. | |
| iii. Supporting Members | 100,000 yen |
| iv. Special Members | None |
4. Annual membership fees may be reduced with the approval of the Board of Directors taking into consideration the period between the day Members joined the Alliance and the end of the business year to which the payment deadline for those fees belongs.
5. Membership Fees shall be paid using the method of transferring the fees to the financial institution account designated by the Alliance.
6. Membership Fees, etc. already paid by Members shall not be refunded for any reason.
7. Regular Member organizations that elected a Director shall pay operation dues stipulated by the Board of Directors in addition to annual membership fees in order to contribute to the stable operation of the Alliance.

Article 8: Notification of Changes

1. Should changes arise in Members' items for notification to the Alliance, such as their name, address or contact information, Members shall promptly perform designated change procedures.
2. The Alliance shall not bear liability for any disadvantage resulting from the failure of Members to perform the change procedures under the preceding section, provided that the failure is not the result of willful misconduct or gross negligence on the part of the Alliance.

Article 9: Changes to Membership Category

1. Members may change their membership category by obtaining the approval of the Board of Directors.

Article 10: Withdrawal of Membership

1. Members may withdraw their membership by providing notification thereof to the Alliance using the method designated by the Alliance no later than one month prior to the day on which they intend to withdraw their membership.

Article 11: Loss of Membership Eligibility

1. Should the Alliance find Members to fall under any of the reasons listed below, the Alliance reserves the right to dismiss those Members in accordance with Article 9 of the Articles of Incorporation. In such cases, the Alliance may cancel its official membership agreement with the Members in question and cause them to lose their membership eligibility.
 - (1) When the Alliance finds that Members committed acts that undermine dignity as a Member.
 - (2) When Members violate these Terms or other terms set forth by the Alliance or agreements reached with the Alliance.
 - (3) When Members fail to provide notification of items that they should notify the Alliance of in accordance with these terms or agreements with the Alliance outside of these Terms, or when Members provide false notification of said items.
 - (4) When Members use copyrights, trademark rights or other intellectual property rights held by the Alliance without the prior consent of the Alliance.
 - (5) When there are facts through which Members have been found to have slandered stakeholders of the Alliance.
 - (6) When Members have negatively impacted business activities of the Alliance by interfering with those activities or through other means.
 - (7) When Members violate laws, regulations or public order and morality.
 - (8) When Members causes the suspension of payments or insolvency.
 - (9) When Members are found to constitute Anti-Social Forces or a group or related party thereof.

- (10) When the Alliance finds that Members committed excessive acts of business or other acts of nuisance towards Alliance Members that they became acquainted with through the Alliance.
- (11) When the Alliance finds that Members took part in businesses, etc. that are discordant with the purpose of the Alliance.
- (12) When Members fail to pay Membership Fees and are delinquent in that payment for one year or more. Note that the obligation to pay overdue membership fees will not be discharged.
- (13) When other reasonable grounds occur through which the Alliance finds Members unsuitable as such or determines that Members have uncertain credit.

Article 12: Handling of Member Information

- 1. The Alliance will handle personal information of Members that they provide to the Alliance in accordance with the privacy policy set forth by the Alliance separately of these Terms.
- 2. Members acknowledge that the Alliance will publish the names of Members (name of company/organization/individual) on its homepage and in other public relations materials for public relations purposes. Members who do not wish for their name to be published shall promptly notify the Secretariat to that effect.

Article 13: Additions and Changes to Terms

- 1. The Alliance may make changes to all or part of these Terms as necessary. In such instances, should changes conform to the general interests of Members or not be contrary to the purpose of the Terms and the need for those changes or the reasonability of content following those changes is recognized, following approval by the Board of Directors, the Alliance shall make changes to these Terms by providing advance notification on the Alliance website regarding the Terms following the changes and the effective date thereof (no earlier than 14 business days after the notification).

Article 14: Exemption from Liability and Compensation for Damages

- 1. Members shall determine at their own discretion voting on use, methods of use, etc. for materials, information, etc. that they obtained in connection with activities of the Alliance. Even if Members or third parties incur damages as a result, the Alliance shall bear no liability whatsoever, provided said damages are not the result of willful misconduct or gross negligence on the part of the Alliance.
- 2. The Alliance shall not intervene or concern itself with disputes among Members (including individual Members) nor shall it bear any liability whatsoever for those disputes, provided they are not the result of willful misconduct or gross negligence on the part of the Alliance.

Article 15: Ownership of Intellectual Property Rights, etc.

1. Even in cases where Members provided materials, information, etc. in connection with activities of the Alliance, intellectual property rights, etc. (copyrights and patent rights, etc.) pertaining to those materials, information, etc. shall be retained by the Members in question, and does not constitute a transfer of those rights, etc. or the granting of usage consent therefor to the Alliance or other Members.
2. Cases in which intellectual property rights, etc. are newly generated or transferred in connection with activities of the Alliance will be set forth in rules separately of these Terms.

Article 16: Nullity of Clauses, etc.

1. Even in cases where a court with jurisdiction determines any of the clauses of these Terms to be illegal or null and void, the effectiveness of these Terms other than the clauses in question shall not be affected.

Article 17: Jurisdiction and Governing Law

1. The law governing these Terms shall be the law of Japan. Any cases where the need to file litigation arises with respect to these Terms shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 18: Matters for Consultation

1. Efforts shall be made to smoothly resolve cases where consultations arise with respect to the content of these Terms or matters not stipulated therein following consultation in accordance with the principle of good faith.

Supplementary Provisions

These Membership Terms shall come into effect on April 1, 2021.