Membership Terms and Conditions of Okinawa Open Laboratory

Article 1 (Purpose)
These Terms and Conditions determine the membership fees under the Articles of Incorporation of Okinawa Open Laboratory (hereinafter referred to as the "Corporation") and the basic matters of operation of the Corporation and Member activities, including admission and withdrawal and rights and obligations, etc.

Article 2 (Name)
The Corporation shall be called Okinawa Open Laboratory (OOL).

Article 3 (Establishment of President)
The Corporation shall establish one Representative Director who shall be appointed by election among the Directors.

Representative Director shall be President, who represents the Corporation and administers business of the Corporation.

President may nominate Acting President from among the Directors and cause Acting President to perform the duties at the Board of Directors on behalf of President.

Article 4 (Member and Classes)
Members of the Corporation shall consist of the following three classes.

(1) **BoardMember (BoardMember):** An individual or organization or corporation who makes an application for admission, endorsing the purpose of the Corporation and was approved for admission by the Board of Directors.

(2) **Member:** An individual or organization or corporation who endorses the purpose of the Corporation and submits an application for admission to support the business of the Corporation and was approved for admission by the Board of Directors and Representative Director.

(3) **Fellow:** A public organization or public corporation or a corporation or an individual similar thereto who endorses the purpose of the Corporation and submits an application for admission to support the business of the Corporation and was approved for admission by the Board of Directors.

**Article 5 (Admission)**

A person who desires to be a Member of the Corporation shall submit to President the application form for admission to be separately determined.

2 If a person submitted an application under the preceding paragraph, the Board of Directors shall decide approval or
disapproval of admission in accordance with Article 6 and President shall notify the applicant of the decision.

Article 6 (Disapproval of Application for Admission)
If any of the following acts was recognized concerning a person who desires to be a Member of the Corporation, the person may not be approved for application for admission.

1. If there was false or wrong entry or omission in the application form for admission.

2. If the person has not paid the membership fee after a certain period of time from submission of the application form for admission.

3. If membership of the person was previously revoked by the Corporation.

4. Otherwise, if the Corporation determined it would be inappropriate to permit admission of the person.

Article 7 (Admission Fee)
Admission fee shall not be required for becoming a Member of the Corporation.

Article 8 (Membership Fee)
Membership fee shall be as follows.
<table>
<thead>
<tr>
<th>Class of Member</th>
<th>Annual Membership Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Member (Board Member)</td>
<td>(1 membership) ¥5,000,000</td>
</tr>
<tr>
<td>Member</td>
<td>(1 membership) ¥1,000,000</td>
</tr>
<tr>
<td>Fellow</td>
<td>Not required</td>
</tr>
</tbody>
</table>

2 The business year of the Corporation shall be one (1) year from April 1 of each year to March 31 of the following year.
3 Membership fee shall be annual fee and the Members shall pay in lump-sum by the end of May every year according to the invoice issued by the Corporation.
4 Board Member shall pay the annual amount if the Member was admitted in the middle of business year.
5 Member shall pay as the initial membership fee the annual membership fee by the end of the month of admission or the end of the following month if the Member was admitted in the middle of business year; provided, however, that the membership fee for the next business year shall be renewed in the month of admission of the next year and the Member shall pay the annual amount thereafter.
Example: If the Member was admitted in September 2013, the Member shall pay the annual amount by the end of September or the end of October.
Annual membership fee for 2014 shall be invoiced in August 2014 and the Member shall pay the fee by the end of September or the end of October.

6 If a Member has not paid membership fee more than six (6) months from the date of issue of invoice, the Member shall forfeit the membership qualification. In such an event, the Member shall not be relieved from payment of the annual membership fee in arrears.

7 Membership fees, etc., paid by Members shall not be returned for whatever reasons.

Article 9 (Rights of a Member)
A Member shall have the following rights.

1 Board Member (Board Member) may:
Attend the general meeting of the Corporation and participate in voting.
Recommend one Director of the Corporation per membership.
Make a proposal of establishment of a working group (sectional meeting) to the Corporation.
Participate in the business of the Corporation and use all of the rights.
Indicate in advertising, pamphlets and events, etc., that the Board Member is a Member of the Corporation.
Have the right to have its name published and posted in advertising, publications and events, etc., of the Corporation.

2 Member may:
Attend the general meeting of the Corporation.
Participate in the business of the Corporation and use all or part of the rights.
Indicate in advertising, pamphlets and events, etc., that the Member is a Member of the Corporation.
Have the right to have its name published and posted in advertising, publications and events, etc., of the Corporation.

3 Fellow may:
Attend the general meeting of the Corporation.
Participate in the business of the Corporation and use all or part of the rights.
Become Director of the Corporation with the approval of the Board of Directors.

Article 10 (Obligations of Members)
Members shall have the following obligations.
1 Members shall comply with the Articles of Incorporation, the Terms and Conditions and resolutions of the Corporation.
2 Members shall pay the membership fees of the Corporation.
3 Members shall actively cooperate in expenses for advertising, publications, events and member increasing activities, etc., of the Corporation pursuant to the activity plan of the Corporation and to provide personnel.

4 Members shall agree that their names shall be used in advertising, publications and events, etc., of the Corporation.

Article 11 (Filing of Changes)
If there is any change in such matters as the name, address, contact, etc., of a Member filed with the Corporation, the Member shall carry out the prescribed procedure for changes without delay.

2 If a Member suffered from any disadvantages due to not filing the changes under paragraph 1, the Corporation shall not be liable for the disadvantages.

Article 12 (Withdrawal)
If a Member desires to withdraw from the Corporation, the Member shall enter the necessary matters in the application form for withdrawal prescribed by the Corporation in advance and submit to President. If there is any unpaid membership fees, etc., the Member shall not be relieved from payment of the unpaid amount after the withdrawal.
Article 13 (Expulsion, etc.)
If a Member fell under any of the items below, the Corporation may expel the Member by a resolution of the general meeting of Board Members.
(1) In the event that the Member breached the Articles of Incorporation and any other regulations.
(2) In the event that the Member committed defamation of the Corporation or any act contrary to the purpose of the Corporation.
(3) If there are any other just causes for the Member to be expelled.

Article 14 (Forfeit of Membership Qualification)
In addition to the preceding two Articles, a Member shall forfeit the qualification if the Member fell under any of the following.
(1) If all Board Members agreed.
(2) If the Member died or was dissolved.
(3) In the event that the Member has not performed the payment obligation for more than half a year.

Article 15 (Rights and Obligations in connection with Forfeit of Membership Qualification)
If a Member forfeited the qualification under the preceding three Articles, the Member shall forfeit the rights of a Member of the Corporation and be relieved from the obligations; except for non-performed obligations and those provided in the Terms and Conditions, where the Member shall continue to be obliged.

2 The Corporation shall not return paid admission fees, membership fees and any other contributions if a Member forfeited the qualification.

Article 16 (List of Members)
The Corporation shall prepare a list of Members in which names or appellations and address, etc., of Members are recorded.

2 The information of the Members registered with the list of Members shall be treated carefully, and sufficient care shall be taken for the appropriateness of publication and scope of publication and respecting the will of the person.

Article 17 (Establishment of a Working Group, etc.)
In order to promote the business of the Corporation smoothly, a working group (also referred to as “sectional meeting”) may be established as appropriate by a resolution of the Board of Directors.

2 A working group shall be comprised of Directors and Members.
3 To the working group, chief investigator and sub-investigator shall be assigned. Chief investigator and sub-investigator shall be the persons who are nominated by Representative Director out of Directors, Board Members or Members through deliberation of the Board of Directors and shall operate the working group.

4 One or more chief investigator and sub-investigator shall be assigned. If chief investigator is not available for some reason, sub-investigator shall substitute and operate the working group until the next chief investigator is assigned.

5 Otherwise, composition and operation method of the working group, etc., shall be in accordance with determination by the chief investigator.

6 Observers other than Members may be permitted to participate in the working group with the approval of the chief investigator.

7 Working group shall prepare the reports recording the following matters for each activity.

(1) Time, Date and Place
(2) Names of participants
(3) Content of activities
(4) Any other matters to be passed on.

Article 18 (Establishment of Sub-Working Group, etc.)
The Corporation may establish a sub-working group (also referred
to as “sub-committee”) in order to investigate and discuss the specialized matters which are discussed at the working group for more details with the approval of the chief investigator.

2 Sub-working group shall be comprised of Directors and Members.

3 A group leader and sub-leader shall be assigned to a sub-working group. Group leader shall be elected from among the Members of the sub-working group and approved by the chief investigator.

4 Composition and operation method, etc., of the working group shall be in accordance with determination by the group leader and approved by the chief investigator.

5 Observers other than Members may be permitted to participate in the sub-working group with the approval of the chief investigator.

6 Sub-working group shall prepare the reports recording the following matters for each activity.

(1) Time, Date and Place
(2) Names of participants
(3) Content of activities
(4) Any other matters to be passed on.

Article 19 (Technical Bureau)

In order to perform technical planning and operation and management of equipment of the Corporation, Technical Bureau
shall be established.

2 At Technical Bureau, Technical Bureau Director and necessary staff shall be assigned.
3 Technical Bureau Director and important staff shall be assigned and removed by President with the approval of the Board of Directors.
4 Technical Bureau Director shall administer Technical Bureau under the order of President and staff of Technical Bureau shall perform administration business under the command of Technical Bureau Director.
5 The matters necessary for organization and operation of Technical Bureau shall be separately determined by President with a resolution of the Board of Directors.

Article 20 (Secretariat)
Secretariat shall be established to handle clerical affairs of the Corporation.
2 Secretary-General and necessary staff shall be assigned to Secretariat.
3 Secretary-General and important staff shall be assigned and removed by President with the approval of the Board of Directors.
4 Secretary-General shall administer Secretariat under the order of Representative Director and staff of Secretariat shall
handle clerical affairs under the command of Secretary-General.

5 The matters necessary for organization and operation of Secretariat shall be separately determined by President with a resolution of the Board of Directors.

Article 21 (Activities)

In order to conduct research and development of information and communication technologies, the Corporation shall carry out the following activities.

1. Survey, research and development of information and communication technologies

2. Support business and infrastructure improvement business for research and development of information and communication technologies.

3. Development business of engineers for information and communication technologies.

4. Planning and holding of study meetings, study results publication meetings, seminars and lecture meetings related to information and communication technologies.

5. Publication of information magazine of information and communication technologies

6. Any other business necessary for achieving the purpose of the Corporation.
Article 22 (Amendment of the Terms and Conditions)
The matters not stipulated herein which are deemed necessary shall be determined by a resolution of the Board of Directors.
2 The Corporation may amend all or part of the Terms and Conditions by a resolution of the Board of Directors.
3 The Terms and Conditions amended by the voting under the preceding paragraph shall be effective as of the time posted on the website of the Corporation.

Article 23 (Treatment of Intellectual Property Rights)
Intellectual property rights which accrued in performance of activities shall belong to the person who created the intellectual property and if it was created jointly, it shall be equally held by the persons who created.
2 The conditions for use of the intellectual property rights under the preceding paragraph may be determined through consultations between the right holder and the Corporation.
3 Notwithstanding each paragraph above, a separate arrangement may be made by an agreement between the parties, including the trademark and logo of the Corporation.

Article 24 (Secondary Use of Information)
Use of the information provided by rights of Members in breach of the Copyright Act shall be prohibited by any means, including reproduction, editing, processing, transmission, sale and publication.

Article 25 (Protection of Confidential Information)
The Corporation shall make absolutely sure that confidential information known through business is protected.
2 Any other necessary matters for protection of confidential information shall be provided in the protection policy for confidentiality and related regulations separately determined by a resolution of the Board of Directors.

Article 26 (Protection of Personal Information)
The Corporation shall make absolutely sure that personal information is protected.
2 Any other necessary matters for protection of personal information shall be provided in the protection policy for confidentiality and related regulations separately determined by a resolution of the Board of Directors.

Article 27 (Submission of Written Oath)
Members of the Corporation and persons who participate in the
business of the Corporation shall agree to the content of the written oath separately determined and affix their signatures thereon and submit the written oath to President.

Article 28 (Governing Law and Jurisdiction by Agreement)  
The Terms and Conditions shall in every respect be governed by and interpreted in accordance with the laws of Japan. Interpretation, implementation or performance or any disputes in relation thereto shall first be resolved amicably among the parties. If they are not resolved within a reasonable period of time, they shall be referred to the decision by courts and in such an event, Tokyo District Court or Tokyo Summary Court shall be the exclusive court of jurisdiction by agreement for the first instance.

As above, the Terms and Conditions shall be distributed to all Members of Okinawa Open Laboratory.

Supplementary Provision

These Terms and Conditions shall be in effect as of May 8, 2013.