

SHIP DATA CENTER
MEMBERSHIP TERMS AND CONDITIONS

Article 1. Purpose

1. The purpose of Ship Data Center Co., Ltd. (hereinafter, the “Company”) is to engage in activities intended to promote the fair and equitable utilization of ship data on the Internet of Ships Open Platform (hereinafter, the “IoS Open Platform”) with fairness, reliability, and independence and environmental improvements, etc. (hereinafter, the “Activities”).
2. In order to achieve the purpose of the preceding paragraph, the Company will recruit members from companies and other organizations and provide its services to such members for use of ship data on the IoS Open Platform provided by the Company in accordance with the Internet of Ships Open Platform Terms of Use (hereinafter, the “IoS Open Platform Terms of Use”) separately provided by the Company.
3. In order to achieve the purpose of Article 1.1, the Company will also establish an “Internet of Ships Open Platform Consortium” (hereinafter, the “Consortium”) as a membership organization consisting of members of the Company.
4. In order to achieve the purpose of Article 1.1, the Consortium will submit reports to the Company and conduct other activities as the Company’s advisory organization.

Article 2. Application of Terms and Conditions

1. These Membership Terms and Conditions (the “Terms”) set forth the rights and obligations of the members and other fundamental matters of the activities to be conducted by the members.
2. These Terms are applicable to companies and other organizations which become a member in accordance herewith.

Article 3. Type of membership

The membership of the Company is categorized in the following five types.

(1) Platinum members

Organizations approved by the Steering Committee of the Consortium, which agree to the purposes of the Activities, cooperate in the activities of the Consortium as a core member and are actively involved in the operation of the Consortium.

(2) Gold members

Organizations which agree to the purposes of the Activities, cooperate in the activities of the Consortium, and are capable of participating in the activities of the Consortium.

(3) Silver members

Organizations which agree to the purposes of the Activities, cooperate in the activities of the Consortium, and are capable of participating in the activities of the Consortium.

(4) Bronze members

Organizations which agree to the purposes of the Activities cooperate, in the activities of the Consortium, and are capable of participating in the activities of the Consortium.

(5) Green members

Government agencies, local governments, universities and other educational, training, or research institutions which agree to the purposes of the Activities, provide advice and cooperation in the activities of the Consortium, and are capable of participating in the activities of the Consortium.

Article 4. Admission

1. A person who wishes to become a member of the Company must submit an application in accordance with the method prescribed by the Company.
2. When an application is made pursuant to the preceding paragraph, the Company shall determine whether or not such applicant shall be admitted to the Company and notify the applicant of its determination.
3. The applicant shall become a member upon the Company's approval of admission pursuant to the preceding paragraph; provided, however, that admission of Platinum members requires the approval of the Steering Committee.

Article 5. Refusal of admission

The Company may refuse the admission of any person who wishes to become a member of the Company if any of the following matters apply to such person.

- (6) If it is found that such person has been expelled, had membership cancelled, had membership revoked or been subject to any other disposition due to a violation of these Terms in the past.
- (7) If the membership application contains any false statements, errors, or omissions.
- (8) If the Company determines the applicant is disqualified for other reasons.

Article 6. Term

1. The term of membership shall commence on January 1 and end on December 31 of the same year (provided, however, that the term for the initial year shall commence on the day on which membership was granted pursuant to the provisions of Article 4 and end on December 31, 2018), and the same shall apply thereafter.
2. If a member pays the annual membership fees by the due date in accordance with Article 7 pursuant to the renewal procedures prescribed by the Company, such member may renew its membership.

Article 7. Membership fee

1. Members must pay admission fees and annual membership fees in accordance with this Article in order that such fees may be applied to current expenses necessary for the Company's Activities and business operation.
2. The admission fees and annual membership fees for each membership (collectively, the "Membership Fees") shall be as described in the Appendix.
3. Members shall pay Membership Fees by the due date and by the method separately provided by the Company.
4. Membership Fees may be reduced or waived upon the Company's approval taking into account the length of the period from the admission date to the end of the fiscal year to which such admission date belongs, the length of period of the Company's Activities, and other various factors.
5. If any member fails to pay its Membership Fees when due and still fails to pay the same within six months after being warned by the Company, such member shall lose its membership, in which case, such member shall not be exempt from its obligation to pay its delinquent Membership Fees.
6. No Membership Fees paid by a member shall be refunded for any reason.

Article 8. Rights of members

1. Members shall have the following rights.
 - (1) Right to use various services on IoS Open Platform provided by the Company
 - (2) Right to participate in and make statements at the Consortium

2. With respect to item (2) of the preceding paragraph, each member shall have the following rights according to its type of membership.
 - (1) Platinum members
 - a Voting right at the general meeting (number of voting rights: ten votes)
 - b Right to appoint a member of the Steering Committee (one person each)
 - c Right to appoint a member of the Sub-Committee (one person each)
 - d Right to participate in and make statements at Working Groups, etc. which organized and hosted by the Consortium
 - (2) Gold members
 - a Voting right at the general meeting (number of voting rights: three votes)
 - b Right to appoint members of the Steering Committee (two persons from the entire Gold members)
 - c Right to appoint a member of the Sub-Committee (three persons from the entire Gold members)
 - d Right to participate in and make statements at Working Groups, etc. which organized and hosted by the Consortium
 - (3) Silver members
 - a Voting right at the general meeting (number of voting rights: two votes)
 - b Right to appoint members of the Steering Committee (three persons from the Silver members and Bronze member as a whole)
 - c Right to appoint members of the Sub-Committee (four persons from the Silver members and Bronze members as a whole)
 - d Right to participate in and make statements at Working Groups, etc. which organized and hosted by the Consortium
 - (4) Bronze members
 - a Voting right at the general meeting (number of voting rights: one vote)
 - b Right to appoint members of the Steering Committee (three persons from the Silver members and Bronze member as a whole)
 - c Right to appoint members of the Sub-Committee (four persons from the Silver members and Bronze members as a whole)
 - d Right to participate in and make statements at Working Groups, etc. organized and hosted by the Consortium
 - (5) Green members
 - a Attendance at the general meeting (no voting rights)

- b Right to participate in and make statements at Working Groups, etc. organized and hosted by the Consortium

Article 9. Change of membership type

Members may change their membership type with the approval of the Company; provided, however, that change related to Platinum membership requires the approval of the Steering Committee.

Article 10. Change of filed matters

1. If there are any changes to the member's name, address, or contact information, or other matters filed with the Company, such member shall promptly carry out the prescribed procedures to file correct information with the Company.
2. The Company shall not be liable for any disadvantages resulting from the failure of a member to carry out the procedures to file correct information as provided in the preceding paragraph, unless in the case of willful misconduct or gross negligence of the Company.

Article 11. Withdrawal

If, and only if, cancellation of the Service Agreement regarding the IoS Open Platform is permitted pursuant to the IoS Open Platform Terms of Use, members may voluntarily withdraw from the Company by submitting a withdrawal notice to the Company in a manner prescribed by the Company at least one month prior to the desired date of withdrawal.

Article 12. Revocation of membership

If the Company deems that any of the following matters apply to a member, the Company may cancel the membership agreement with such member and revoke its membership or expel such member:

- (1) if a member breaches these Terms, IoS Open Platform Terms of Use, or any other terms and conditions or agreements set forth by the Company or the Consortium;
- (2) if a member causes adverse effect on the business activities of the Company by interfering with the business activities of the Company or otherwise;
- (3) if a member defames the Company or the Consortium, or conducts any act that is contrary to the purpose of the Company or the Consortium;

- (4) if the Company deems that a member is conducting excessive sales activities or otherwise causing trouble with other Company members or people who such member met through the business conducted by the Company;
- (5) if the Company deems that a member is conducting any business that does not harmonize with the purpose of the Company or the Consortium together with other Company members or people who such member met through the business conducted by the Company;
- (6) if a member violates any laws or regulations or acts against public policy;
- (7) if a member fails to pay the Membership Fees and fails to pay the same within six months after being warned;
- (8) if a member loses its user qualification under the IoS Open Platform Terms of Use; or
- (9) if the Company deems that there are other considerable reasons to deem that such member is not qualified as a member.

Article 13. Additions and amendment to the Terms

1. The Company may amend all or part of these Terms as necessary.
2. The Company may amend all or part of these Terms with the approval of the general meeting, provided, however, that so long as the amendments made to these Terms conform to the general interest of the members, or the amendments made to these Terms do not conflict with the purpose of the Terms, and such amendment is deemed necessary and the content of such amendment is deemed reasonable, these Terms may be amended by giving appropriate prior notice to the members stating the amended Terms and the effective date thereof.

Article 14. Handling of member information

1. The Company shall handle the members' personal information provided by the members to the Company in accordance with the Privacy Policy or the Personal Information Protection Basic Policies separately provided by the Company.
2. The members agree that the Company will publish names or organization names of the members on the Company's website or other public relations materials for the purpose of publicity. If any member wishes not to have its name published, such member may notify the Company through the prescribed method and have its name or organization name unpublished on such public relations materials.

Article 15. General meeting

1. For the purpose of passing resolutions on matters related to the activities, operations, and other matters of the Consortium, a general meeting, as a decision-making body of the Consortium, shall be established consisting of members holding voting rights.
2. The general meeting shall pass resolutions on the following matters:
 - (1) amendment to these Terms;
 - (2) consent to the Company's annual business plan and annual budget proposal related to the Activities; and
 - (3) other important issues regarding the operation of the Consortium as determined by the Steering Committee to be resolved at the general meeting.
3. Unless provided otherwise, the general meeting shall be convoked by the chairman of the Steering Committee pursuant to the resolution of the Steering Committee.
4. The convocation notice of the general meeting shall be issued to members with voting rights at least one week prior to the meeting date.
5. The chairman of the Steering Committee shall serve as the chairman of the general meeting.
6. The general meeting shall be formed with the attendance of the members holding a majority of the total voting rights (including attendance by proxy and power of attorney).
7. The resolutions of the general meeting shall be decided by the consent of the majority of voting rights held by the attending members (including attendance by proxy and power of attorney). When a vote is tied, such matter will be decided by the chairman.
8. Minutes shall be prepared for the general meeting.
9. The general meeting shall consist of ordinary general meetings and extraordinary meetings. Ordinary general meetings shall be held once within three months after the end of the fiscal year of the Company, and extraordinary general meetings shall be held whenever necessary.
10. A general meeting may be held whenever such meeting is requested by members holding a majority of the total voting rights.

Article 16. Steering committee

1. The Consortium shall establish a Steering Committee in order to pass resolutions or give approvals regarding operations and other important issues of the Consortium.
2. The Steering Committee shall consist of members elected by the members who have the right to appoint such members pursuant to Article 8.2.
3. The Steering Committee shall report the progress of its activities to the general meeting on a regular basis.
4. The duties and matters subject to resolution of the Steering Committee and other matters related to the Steering Committee shall be set forth in the bylaws separately provided by the Steering Committee.

Article 17. Sub-committee

1. The Consortium shall establish a Sub-committee with the approval of the Steering Committee in order to achieve the purposes of the Consortium.
2. The Sub-committee shall consist of members elected by the members who have the right to appoint Sub-committee members pursuant to Article 8.2 and the leaders of each Working Group.
3. The duties of the Sub-committee and other matters related to the Sub-committee shall be set forth by the Steering Committee separately.

Article 18. Working Groups

1. The Consortium may establish Working Groups (including but not limited to the Working Groups set forth below) with the approval of the Steering Committee in order to achieve the purposes of the Consortium.
 - (1) Rule Establishment and Data Governance Working Group
 - (2) Solution Working Group
 - (3) Business Development Working Group
2. Each Working Group shall have a leader and a sub-leader for the operation thereof, and appoint such leader with the approval of the Steering Committee; provided, however, that the sub-leader shall be appointed by the Company.

3. Other matters related to each Working Group shall be separately determined by the Steering Committee.
4. Members may participate in one or more Working Groups as needed.

Article 19. Administrative Office

1. An administrative office shall be established to process paper work and operational work of the Consortium. The administrative office shall consist of the Company and a person(s) appointed by the Company among the members.
2. The administrative office shall conduct administration work related to the management and activities of the members.

Article 20. Confidentiality

1. Members shall not divulge to third parties any confidential information related to the Activities or the activities of the Consortium which was disclosed by the Company or other members and indicated to be confidential (hereinafter, collectively, “Confidential Information”), nor use the same for any purpose other than for the Activities or the activities of the Consortium; provided, however, that all of the following information shall be excluded from the Confidential Information.
 - (1) Information that can be demonstrated to have been already held by such member at the time the information was disclosed to or came to be known by such member
 - (2) Information that was already in the public domain at the time the information was disclosed to or came to be known by such member
 - (3) Information that became part of the public domain after such information was disclosed to or came to be known by such member, due to a cause that is not attributable to such member
 - (4) Information that can be demonstrated to have been duly obtained, without any confidentiality obligation, from a third party with a legitimate right to such information
 - (5) Information that can be demonstrated to have been independently developed or obtained without referring to the information disclosed or provided
 - (6) Information of which disclosure is approved in advance by other members who have indicated the specific content to be disclosed.

2. Notwithstanding the preceding paragraph, if a member engages, or enters a subcontract with its subsidiary, etc. to have such subsidiaries perform the work assigned to such member, such member may disclose the Confidential Information to the subsidiaries with the prior approval of the person who disclosed the Confidential Information (hereinafter, in this Article, the “Discloser”); provided, however, that such subsidiaries shall be subject to obligations equivalent to those set forth in the preceding paragraph.
3. If a member withdraws from the Company or is expelled or has its membership revoked, it shall return the Confidential Information received by it (including copies and reproductions) to the Discloser, or destroy the same in accordance with the instructions of the Discloser or the Company; provided, however, that this shall not apply if there is a reasonable necessity for the recipient to continue holding such Confidential Information.
4. The provisions of this Article shall survive for three years after any withdrawal, expulsion, or revocation of membership of a member.

Article 21. Disclaimer

Each member shall, based on its own judgment, determine the necessity and method of the use of any information obtained in relation to the activities of the Consortium. The Company shall not be liable for any damages incurred by a member or a third party as a result of the use of such information, except in the case of willful misconduct or gross negligence of the Company. The provisions of this Article shall survive for three years after withdrawal, expulsion, or revocation of membership of a member.

Article 22. Jurisdiction by consent

Members agree that if any judicial dispute arises in connection with these Terms, Tokyo District Court shall have exclusive jurisdiction by consent over such dispute as the court of first instance.

Article 23. Auxiliary provisions

With regard to any matters not covered herein or any doubts arising with regard to any matters provided herein, the parties shall confer in accordance with the doctrine of good faith and then endeavour to resolve such matter or doubts in an amicable manner.

These Terms shall be executed in the Japanese language. Japanese shall be the governing language and any translation of these Terms into any other language is for convenience of reference only and shall not bind the parties hereto.

Supplementary Provisions

1. These Terms shall take effect from May 31, 2018.
2. The planning office of these Terms shall be the administrative office.

Appendix

List of Membership Fees

(1) Platinum members

Admission fee: JPY 6,000,000 (tax excluded)

Annual fee: JPY 3,000,000 (tax excluded)

(2) Gold members

Admission fee: JPY 1,800,000 (tax excluded)

Annual fee: JPY 900,000 (tax excluded)

(3) Silver members

Admission fee: JPY 1,200,000 (tax excluded)

Annual fee: JPY 600,000 (tax excluded)

(4) Bronze members

Admission fee: JPY 600,000 (tax excluded)

Annual fee: JPY 300,000 (tax excluded)

(5) Green members

Admission fee: JPY 300,000 (tax excluded)

Annual fee: JPY 150,000 (tax excluded)

Eligibility Requirements for Membership for Members of the Ship Data Center

August 2, 2018

The Ship Data Center Co., Ltd. (hereinafter, the "Company") hereby establishes as follows the eligibility requirements for admission for approving the membership of persons applying to become a member of the Company under Article 4 of the Ship Data Center Membership Terms and Conditions (hereinafter, the "Membership Terms").

1. The Company will reasonably determine that any persons who apply to become a member of the Company (the "Applicants") meet all the matters of each of the following:
 - (1) the actual conditions of the Applicant can be confirmed based on objective materials, such as homepages and pamphlets; and
 - (2) the items in the Membership Application for Member of Ship Data Center (including the Exhibit attached thereto) that the Applicant has submitted to the Company upon applying for membership are all true and accurate.

2. Upon applying for membership, the Applicants represent and warrant to the Company that:
 - (1) they have never been expelled, had membership cancelled, had membership revoked or been subject to any other disposition due to a violation of the Membership Terms in the past;
 - (2) the Membership Application for Member of Ship Data Center contains no false statements, errors or omissions;
 - (3) they agree to the purposes of the Activities (meaning, "The activities intended to promote the fair and equitable utilization of ship data on the Internet of Ships Open Platform with fairness, reliability and independence and environmental improvements, etc. therefor"; the same shall apply hereinafter) defined in Article 1.1 of the Membership Terms;
 - (4) neither the Applicants nor any of their officers (meaning the member executing the operation, directors, executive officers or any equivalent persons) are an organized crime group, organized crime group affiliate enterprise, a corporate racketeer (*sokaiya*), or any person who is correspondingly similar to the foregoing or a member thereof (collectively, "Antisocial Force"); and
 - (5) they have sufficient assets to fulfill their payment obligations under the Membership Terms (including without limitation, the obligations to pay the initial membership fee and annual membership fee), and there is no cause that would materially and adversely affect their financial condition.

3. When applying for membership, the Applicants covenant to the Company that:
 - (1) they will actively take part in the Activities;
 - (2) they will participate in or cooperate with the activities of the "Internet of Ships Open Platform Consortium" as a membership organization consisting of the members of the Company;

- (3) they will pay the annual membership fee in a timely manner in accordance with the Membership Terms; and
- (4) they also agree to be bound by the Membership Terms and that they will comply with the terms thereof.

The eligibility requirements for membership can be changed from time to time at the Company's discretion.