

Terms and Conditions of Device WebAPI Consortium

This is the English translation of the original Japanese terms and conditions. If there is any discrepancy between the Japanese version and this English version, the official Japanese version shall prevail. http://device-webapi.org/download/consortium_terms.pdf

Chapter 1 General

Article 1 . Name

This Consortium shall be known as the Device WebAPI Consortium (hereinafter the “Consortium”).

Article 2 . Purpose

The purpose of the Consortium shall be to conduct discussion, investigation, and exchange of information and opinions for promoting wide availability and utilization of WebAPIs that facilitate the use of a variety of devices such as IOT (Internet of Things) devices connected to smartphones, etc. and wearable devices (hereinafter called “Device APIs”).

Article 3. Activities

In order to accomplish the purpose as set forth in Article 2, the Consortium conducts the following activities:

- (1) Sharing of information on and investigation of Device WebAPIs among members;
- (2) Sharing of information on and investigation of technical specifications, etc. of Device WebAPIs;
- (3) Sharing of information on and investigation of devices that support Device WebAPIs;
- (4) Sharing of information on and investigation of use cases of Device WebAPIs;
- (5) Promotion of each of the items stated above; and
- (6) Other activities necessary for accomplishing the purposes of each of the items stated above.

Chapter 2 Membership

Article 4. Membership

Members of the Consortium shall agree to the purpose of the Consortium as set forth in Article 2. A Member shall be a company or any other organization wishing to actively

participate in the activities of the Consortium or a teacher or researcher belonging to an educational or research organization specializing in areas related to the purpose of the Consortium. The member is entitled to the following rights and privileges:

- (1) Participate in the General Assembly;
- (2) Propose establishing Working Groups as set forth in Article 23 and participate in them;
and
- (3) Share and receive the benefits from the results of activities of the Consortium.

Article 5. Participation as a Member

Any individual or organization wishing to participate in the Consortium shall file an application for membership with the Secretariat as set forth in Article 24. In order to become a member, the applicant shall be approved by a majority of all the Directors. The Secretariat shall count the numbers of Directors in the affirmative and in the negative, respectively to determine whether the applicant is accepted as a member and inform all the Directors and the applicant of the determined result. Email may also be used as a means to confirm the intention of the Directors to approve or disapprove the application.

Article 6. Responsibility for Activity Expenses

Each member shall be responsible for any expenses incurred by him/herself arising out of the performance of activities of the Consortium.

Article 7. Withdrawal from Membership

Members may withdraw anytime from the Consortium by submitting a notice of withdrawal to the Secretariat no later than 30 days prior thereto.

Article 8. Removal from Membership

A member may be removed from the membership of the Consortium by a unanimous vote of the Board of Directors if any of the following circumstances should apply. If the member to be removed is a Director, the Board of Directors may remove the member by a unanimous vote of the Directors, except the Director to be removed. Prior to removing the member, the Board of Directors shall notify the member to that effect and, upon request from the member, shall provide him/her with an opportunity to be heard at a meeting of the Board of Directors before the Board takes a vote at the meeting.

- (1) The member breaches any of the terms and conditions of the Consortium;
- (2) The company or other organization the member belongs to is dissolved or goes bankrupt, or the member no longer works as a teacher or researcher at the

educational or research organization specializing in areas related to the purpose of the Consortium;

- (3) The member engages in an act offensive to public order and morals;
- (4) The member damages the name or reputation of the Consortium or engages in an act that contradicts the purpose of the Consortium; or
- (5) It is considered inappropriate or difficult for the member to continue his/her activities in the Consortium due to reasons such as deteriorating financial conditions of the company or other organization the member belongs to and physical conditions of the member.

Article 9. Founding Membership

The members of the Consortium at the time of its founding shall be the following (in alphabetical order) .

A&D Company, Limited

ACCESS CO., LTD.

Alive Inc.

BRILLIANTSERVICE CO.,LTD.

CASIO COMPUTER CO., LTD.

FUJITSU LIMITED

GClue, Inc.

Glamo Inc.

Infinitegra, Inc.

I-O DATA DEVICE, INC.

Lamprey Networks, Inc.

Microsoft Japan Co., Ltd.

NEC Networks & System Integration Corporation

NEC Solution Innovators, Ltd.

NISSIN SYSTEMS CO,. ltd.

NTT DATA MSE CORPORATION

NTT DOCOMO, Inc.

OMRON Corporation

RATOC Systems, Inc.

Ricoh Company Ltd.

SEIKO EPSON CORPORATION

SHARP CORPORATION

SoftBank Mobile Corp.

Sony Computer Science Laboratories, Inc.,

Trek 2000 International Ltd.

Vuzix Corporation

WESTUNITIS CO., LTD.

Chapter 3 Directors

Article 10. Number and Types of Directors

This Consortium shall have three (3) or more Directors. This Consortium shall have three (3) or more Directors. The number of the Director's seats exceeding three (3) shall not be fixed. The Directors shall elect one (1) President, one (1) Vice President, and one (1) Auditor from among them by mutual vote.

Article 11. Election of Directors

Directors of the Consortium shall be elected at a meeting of the General Assembly from among the Founding members as set forth in Article 9 or the members recommended by one or more Founding members. In order for a member who does not satisfy such condition to be a Director, he/she shall be approved by at least a two-third majority vote of the members that constitute the Board of Directors and by approval at a meeting of the General Assembly.

Article 12. Responsibilities of Directors

- (1) Directors shall constitute the Board of Directors and perform the duties of the Board as set forth in this Article.
- (2) Directors shall perform the duties for the approval of membership applications to the Consortium as set forth in Article 5.
- (3) The President shall represent the Consortium and preside its activities.
- (4) In the absence or disability of the President or in the event of a vacancy in the office of President, the Vice President shall perform the duties of the President.
- (5) The Auditor shall perform the following duties;
 - Monitor the activities of the Directors;
 - Report to the General Assembly or the competent authorities if any activity of the Consortium violates a law or the Terms and Conditions of the Consortium or is considered to be seriously unfair; and
 - Call a meeting of the General Assembly to make a report as set forth in the foregoing if necessary.

Article 13. Term of Office

- (1) The term of the office of Directors shall be until the close of the General Assembly pertaining to the last fiscal year within two (2) years following their election.
- (2) The terms of office of a Founding Director shall be renewable.
- (3) The term of office of any Director elected to fill a newly created office or vacancy shall

be the same as the remainder of the terms of the other current Directors or the unexpired term of his/her predecessor, respectively.

Article 14. Removal of Directors from Office

A Director may be removed from office by at least a two-third majority vote of all the Directors at a meeting of the Board of Directors if any of the following circumstances should apply:

- (1) It is considered no longer possible for the Director to perform duties due to his/her physical or mental condition; or
- (2) It is found that the Director has committed an act that is not appropriate for a Director, including but not limited to the violation of the Terms and Conditions of the Consortium.

Article 15. Compensation

Directors shall perform their duties without compensation.

Chapter 4 Organization

Article 16. Organizational Structure

The Consortium shall consist of the General Assembly, Board of Directors, Working Groups, and Secretariat.

Article 17. General Assembly

The General Assembly shall consist entirely of members.

- (1) A valid meeting of the General Assembly requires a quorum of a majority of all the members. Any members who submits a proxy statement via email authenticated by digital signature, etc. shall also be counted as being present at the meeting.
- (2) Each member shall have one vote.
- (3) Resolutions of the General Assembly shall be adopted by a majority vote of the members present at the meeting. In case of a tie, the chair of the meeting shall have the casting vote.

Article 18. General Assembly Meetings

The General Assembly shall meet in regular session or in emergency special session.

- (1) An ordinary meeting of the General Assembly shall be held once a year.

- (2) An extraordinary meeting of the General Assembly shall be held when the Board of Directors considers it necessary and requests the convocation of a meeting.

Article 19. Convocation

Meetings of the General Assembly shall be convened on written notice sent by the President which includes the date and time, place, and purpose of the meeting.

Article 20. Chair of General Assembly Meetings

Meetings of the General Assembly shall be chaired by the President. When the President is not able to perform his/her duties, one of the other Directors shall be appointed to act for the President in the order predetermined by resolution of the Board of Directors.

Article 21. Matters to be Resolved

The General Assembly shall resolve the following matters:

- (1) Election of Directors;
- (2) Annual activity plan;
- (3) Activity reports from Working Groups as set forth in Article 23; and
- (4) Any other important matters relating to the Consortium.

Article 22. Board of Directors

- (1) The Board of Directors shall consist entirely of Directors.
- (2) A meeting of the Board of Directors shall be held as needed.
- (3) A meeting of the Board of Directors shall be chaired by the President.
- (4) A meeting of the Board of Directors shall be convened by the chair. A valid meeting of the Board of Directors requires a quorum of a majority of the Directors. Directors remotely joining a meeting via videoconference, etc. shall be counted as attending the meeting. Any Directors who submits a proxy statement via email authenticated by digital signature, etc. shall also be counted as attending the meeting.
- (5) Resolutions of a meeting of Board of Directors shall be adopted by at least a majority vote of the Directors present at the meeting. In case of a tie, the chair of the meeting of shall have the casting vote.
- (6) Board of Directors shall resolve the following matters:
 - Specific matters necessary for executing matters resolved by the General Assembly;
 - Establishment of Working Groups and approval of changes to them; and
 - Any other matters that the Board of Directors considers necessary for the

Consortium based on the proposal of Directors.

Article 23. Working Groups

The Consortium may establish, reorganize, or discontinue Working Groups in order to promote in-depth discussion on specific themes on Device WebAPI.

- (1) To start a Working Group requires participation of at least one (1) Director. A Director shall submit the details of the Working Group to be established to the Board of Directors for approval, such as its name, theme and plan, the names of the members participating in the group, and the one member chosen to preside over the group (hereinafter called the "Leader"). The Working Group may be established with the approval of the Board of Directors.
- (2) If any of the following events occurs, the Working Group shall report it to the Secretariat:
 - Addition of a new member to the Working Group after it is established; or
 - Change of the Leader of the Working Group.
- (3) Any major change of theme or plan of the Working Group shall be submitted to and approved by the Board of Directors.
- (4) When the Working Group starts an individual activity such as a demonstration experiment and testing service (hereinafter called a "Project") based on discussions in the group, the members participating in the Project shall separately meet to discuss the right-duty relations involved in the Project. The activities of the Project shall not be deemed to be any part the Consortium activities and the members not participating in the Project shall assume no responsibility for the activities of the Project.

Article 24. Secretariat

The Consortium shall have the Secretariat, which is in charge of office procedures of the Consortium and facilitate its activities.

- (1) The Board of Directors shall elect the Secretary General from among the Directors by mutual vote.
- (2) The Secretariat shall perform the following duties:
 - Support of the operation of the General Assembly, Board of Directors and Working Groups;
 - Support of members in performing their office procedures, such as participation in and withdrawal from the Consortium;
 - Preparation and filing/storage of meeting minutes for the General Assembly and the Board of Directors;

- Support of any other duties associated with the operation of the Consortium.
- (3) The Secretary General may be removed from office if a motion for his/her removal submitted to the Board of Directors is adopted by at least a two-third majority vote of all the Directors. In such cases, his or her successor shall be elected pursuant to the first paragraph of this Article.

Chapter 5 Activities

Article 26. Fiscal Year

The fiscal year of the Consortium shall commence on April 1 of each year and end on March 31 of the following year.

Article 27. Compliance with Laws

- (1) Members of the Consortium shall comply with all applicable laws and regulations and endeavor to perform their activities with honesty and fairness during their participation in the Consortium.
- (2) Members of the Consortium shall not investigate, discuss, or engage in fixing of product prices, division of sales markets, or any other acts that practically restrict competition in any particular field of trade jointly with another member at the Consortium.

Article 28. Disclosure

Members shall not disclose any details or results of activities, etc. of the Consortium to a third party without prior approval of the Board of Directors.

Chapter 6 Changes to the Terms and Conditions of the Consortium and Dissolution of the Consortium, etc.

Article 29. Changes to the Terms and Condition of the Consortium

Changes to the Terms and Conditions of the Consortium may be made if they are approved at a meeting of the General Assembly by at least a two-third majority vote of the members present at the meeting.

Article 30. Resolution of Dissolution of the Consortium

The Consortium may be dissolved if it is approved at a meeting of the General Assembly by

at least a two-third majority vote of the members present at the meeting.

Chapter 7 Auxiliary provision

Article. 31 Others

Bylaws or any other rules necessary for the execution of the Terms and Conditions of the Consortium may be separately established by the Board of Directors.

Supplemental Provisions

- 1 . The Terms and Conditions of the Consortium shall be put into force on April 30, 2015.
- 2 . The first fiscal year of the Consortium shall commence on April 30, 2015 and end on March 31, 2016.

April 30, 2015