

CC-Link Partner Association (CLPA) - Partner Membership Agreement

This Agreement sets forth the procedure to obtain membership in the CC-Link Partner Association (hereinafter, "CLPA") and stipulates the rights and obligations of CC-Link Partner Association partner members who enrolled according to this Agreement (hereinafter "Member").

1. Applicable Scope and Amendment of Agreement

- (1) This Agreement shall apply to cases where a Member obtains the CC-Link Family technology (defined in Article 6) from CLPA and uses the said CC-Link Family technology or where a Member develops, manufactures, sells, and/or uses CC-Link Family compatible products using the said CC-Link Family technology. In this Agreement, CC-Link Family shall hereafter refer to CC-Link IE, CC-Link, CC-Link/LT, and CC-Link Safety. SLMP, however, is not included in the said CC-Link Family, and the Agreement on Development, Manufacture, Sale, and Use of SLMP Products, which is set separately, stipulates the rights and obligations regarding the use and other matters of the SLMP technology. The Agreement on Development, Manufacture, Sale, and Use of SLMP Products shall apply to the Members regarding the use and other matters of the SLMP technology.
- (2) This Agreement shall become effective on November 1, 2000 and applies to Members enrolled in CLPA on or after November 1, 2000.
- (3) This Agreement shall apply to all the following four Members (Registered, Regular, Executive, and Board) specified in Appendix 1. However, the paragraph 1 of Article 6, paragraph 4 or 6 of Article 6, paragraph 3 of Article 7, and Article 8 shall not apply only to Registered Members (free membership).
- (4) In this Agreement, "fiscal year" means the period from April 1 to the following March 31.
- (5) This Agreement may be changed or terminated upon the approval based on the deliberation of the board of directors of CLPA.

2. Membership Requirement

- (1) A Member shall be a juridical person. An individual shall not be a Member unless otherwise approved by CLPA.
However, only a member of the SEMI equipment committee or FI Committee may be a Member as an individual.

3. Admission Procedure

- (1) To apply for membership, fill in and send the CC-Link Partner Association Membership Application Form. In response to an application, CLPA issues and sends the Membership Certificate to the applicant for membership. An applicant (juridical person or individual) shall be a Member from the date when the Membership Certificate of CLPA is issued.
- (2) If the application includes false information, or membership was revoked in the past because of infringement of the Membership Agreement or some other reason, CLPA reserves the right to reject the application.

4. Valid Period of Membership and Withdrawal Procedure

- (1) The valid period of membership is from the date of issue of Membership Certificate to March 31 of the relevant fiscal year. When a notice of withdrawal is not given three months prior to the termination of membership, the valid term of membership is automatically extended for one year.
- (2) A withdrawal of a Member is completed by a written notice to CLPA at least three months prior to the termination of membership. In this case, money paid such as membership fees shall not be refunded.
- (3) If the valid period of membership and/or this Agreement ended for whatever reason, the paragraphs 1 and 2 of Article 7, Article 8, Article 9, paragraphs 2, 3, and 4 of Article 10, and Article 11 or Article 15 shall be valid after the said valid period.

5. Removal of Membership

- (1) If a Member violates any of the following provisions, the membership may be removed. In this case, money paid such as membership fees shall not be refunded. CLPA shall not be liable for any damage arising from the removal of membership.
 - 1) Any provision of this Agreement is violated.
 - 2) It is found that the contents of the application include false information.
 - 3) Membership fees and/or conformance test fees are not paid within the due date specified by CLPA.
 - 4) It is found that a Member belongs to or has a close relationship with an antisocial group.

6. Rights Held by Members and Rights Held by Members Continuously After Withdrawal

- (1) A Regular, Executive, or Board Member shall have the right to develop, manufacture, and sell CC-Link Family products based on the right specified in paragraph 2 or 5 of this Article.
- (2) A Member shall have the right to receive the "CC-Link Family specifications" (hereafter, "Specifications"), prepared by CLPA for Members, without charge.
- (3) A Member shall have the right to use the Specifications and relevant technical information associated with the Specifications (all information disclosed by CLPA, including not only visible materials but also information verbally disclosed or in other forms, hereinafter "CC-Link Family technology") according to the conditions of this Agreement. With regard to a Registered Member, the right to receive the Specifications without charge is given. This right does not include the right for a Member to sublicense a third party.
- (4) A Regular, Executive, or Board Member may display the applicable CC-Link Family logo without charge according to the format (including but not limited to the display method and display position) separately specified by CLPA, in selling its own CC-Link Family products which use the CC-Link Family technology and are certified according to the paragraph 3 of Article 7, in order to explain that the said products are the relevant CC-Link Family products. In this case, the Member shall display the applicable CC-Link Family logo in a way that does not give the misunderstanding that CLPA guarantees the performance and quality of the Member's CC-Link Family products. The specifications for displaying the CC-Link Family logo for recommended wiring products are provided in Appendix 2.
- (5) A Regular, Executive, or Board Member may publish the names and specifications of CC-Link Family products which the Member has developed, manufactured and/or sold on catalogs, Internet websites, etc. created by CLPA and associated with CC-Link Family. The method, range, and period of the publication shall apply to the specifications of CLPA.
- (6) If a Regular, Executive, or Board Member withdraws from the membership and/or the membership is removed based on the Article 5 of this Agreement (hereafter, "Withdrawal", and the company or individual who lost the Regular, Executive, or Board membership is referred to as "Former Member"), the Former Member loses the right specified in the paragraph 1 or 5 of this Article of this Agreement at the time of withdrawal. If a Regular, Executive, or Board Member changes any of the said memberships to the Registered membership, the Member loses the right specified in the paragraphs 1, 4, and 5 of this Article of this Agreement at the time of membership change. However, the Member still holds the following rights.
 - 1) Selling products in stock at the time of Withdrawal or membership change to a Registered Member
 - 2) "Displaying the CC-Link Family logo" associated with products already manufactured or sold at the time of Withdrawal or membership change to a Registered Member

7. Member's Obligation

(1) Confidentiality

- 1) A Member shall not disclose or leak the CC-Link family technology provided by CLPA to a third party; provided, however, that this shall not apply to cases where a Member needs to disclose the CC-Link family technology to a subcontract manufacturer. In the cases where disclosure of the CC-Link family technology is necessary, a Member shall give the same responsibility, which is stipulated in this paragraph and paragraph 2 of this Article, to the subcontract manufacturer, and shall share the liability with the subcontract manufacturer for any act of the subcontract manufacturer.
- 2) The specification in the preceding item does not apply to any of the following items.
 - A) Technology already in the public domain when coming to the Member's knowledge
 - B) Technology disclosed to the public after coming to the Member's knowledge for reasons not attributable to the Member
 - C) Technology already obtained by the Member when coming to the Member's knowledge
 - D) Technology developed by the Member without the use of technical information
 - E) Technology legally obtained by the Member from a third party who independently developed the technology without the use of technical information

(2) Use of CC-Link Family technology

- 1) A Member shall use the CC-Link Family technology only for integration to CC-Link Family products used in CC-Link Family.
- 2) A Member shall not copy, change, or modify the CC-Link Family technology (Specifications in the case of a Registered Member) unless otherwise approved by a written notice given by CLPA; provided, however, that this shall not apply to cases where a Member makes a copy for use in the office and a subcontract manufacturer in the purpose of use in development or development planning.
- 3) When a Member displays the name "CC-Link Family" on original catalogs, manuals, Internet

websites, etc., the name shall conform to the format (including but not limited to the format, display method, and display position specified by CLPA based on the paragraph 4 of Article 6 of this Agreement) separately specified by CLPA.

4) All or part of the rights approved by CLPA based on this Agreement shall not be made the subject of other rights by, for example, transferring, subleasing, or giving as a security to a third party.

(3) Taking conformance test

1) If a Member has developed a CC-Link Family product using the CC-Link Family technology, the Member shall take and pass the conformance test administered by CLPA before selling the products for use by a third party.

2) If CLPA judged that the product satisfies the common specifications of CC-Link Family specified by CLPA, CLPA issues a certificate to the Member.

3) If a Member would like to take the retest on products judged by CLPA to fall short of the common specifications of CC-Link Family specified by CLPA, the Member does not need to pay an additional test fee.

4) The conformance test is intended to check that the common specifications of CC-Link Family specified by CLPA are satisfied. Certifications for the conformance test by CLPA do not guarantee the performance and quality of Members' CC-Link Family products.

(4) Recommended-wiring product test

1) If a Member has developed a CC-Link IE product using the CC-Link IE technology, the Member may take the recommended-wiring product test administered by CLPA before selling the products for use by a third party.

2) If CLPA judges that the recommended wiring product satisfies the specifications specified by CLPA, CLPA issues a certificate to the Member.

3) If a Member would like to take the retest on recommended wiring products judged by CLPA to fall short of the specifications specified by CLPA, the Member does not need to pay an additional test fee.

4) The recommended-wiring product test is intended to check that the recommended wiring product satisfies the specifications specified by CLPA. Certifications for the recommended-wiring product test by CLPA do not guarantee the performance and quality of Members' CC-Link IE products.

(5) Safety assurance export control

A Member shall observe the Foreign Exchange and Foreign Trade Act when exporting the CC-Link Family technology and the CC-Link Family products. Additionally, a Member shall not use the CC-Link Family technology and CC-Link Family products for mass-destruction weapons, etc., and shall not directly or indirectly provide or export the CC-Link Family technology and CC-Link Family products in cases where the technology and products would be explicitly or possibly used for mass-destruction weapons, etc.

(6) Personal information protection

1) Personal information disclosed to Members by CLPA shall be used for the sole purposes specified by CLPA at the time of disclosure, and for no other purposes, whatsoever. A Member provided with personal information by CLPA shall observe the Duties of Entities Handling Personal Information provided in the Act on the Protection of Personal Information in conjunction with the conditions of use stipulated by CLPA at the time of disclosure.

2) If an accident occurs on personal information provided to a Member by CLPA or there is a possibility of such an accident, immediately contact CLPA and deal with the accident under your own responsibility and at your own expense.

8. Membership Fee and Payment

(1) Annual fee

1) First year annual fee

A Member shall pay the first annual fee according to the bill issued by CLPA under the following conditions.

(i) Members whose Membership Certificates were issued in April:

A Member shall pay the annual fee specified for each Member in Appendix 1 in one payment by the end of the month following the month of issue of the bill.

(ii) Members whose Membership Certificates were issued in other than April:

A Member shall pay an amount of money calculated by multiplying the amount of the monthly fee specified in Appendix 1 by the number of months from the month of issue of the Membership Certificate to the last month of the relevant fiscal year, by the end of the month following the month of issue of the bill.

2) Annual fees in subsequent years

As annual fees in subsequent years, a Member shall pay the annual fees specified for each

membership in Appendix 1 in one payment according to the bill issued by CLPA in the first month of each fiscal year.

(2) Initial fee (applied only to Board Members)

A Board Member shall pay the initial fee specified in Appendix 1 by the end of the month following the month of issue of the bill according to the bill issued by CLPA at the time of enrollment.

(3) Conformance test fee and recommended-wiring product test fee (not applied to Board Members)

A Member shall pay the conformance test fee as specified in Appendix 1 in one payment according to the bill issued by CLPA by the end of the month following the month of issue of the bill. With regard to Board Members, the conformance test fees shall be included in the annual fees. Board Members, therefore, do not need to pay the conformance test fees.

(4) Payment method

Pay the annual fees and conformance test fees pertaining to this Article into the following bank account.

<PAYEE>

MUFG BANK, LTD., Ozone Branch (693)

Account Type & #: Ordinary account, 0102442

Account name: SHADANHOJIN CC-Link Partner Association

9. Industrial Property Rights

When a Member creates a new invention, device, or design based on the CC-Link Family technology provided by CLPA, the patent right and design right (including the rights to receive these) belong to the Member who performed the creation.

When CLPA needs the practice of the relevant patent right and design right (including the rights to receive these), the Member and CLPA hold discussions on how to handle the rights.

10. Warranty

(1) The CC-Link technology held by CLPA are provided on demand for provision from Members on an AS IS basis without warranty on the CC-Link technology.

(2) A Member shall use the CC-Link Family technology under its own responsibility and hold CLPA harmless. CLPA shall not be liable to a Member using the CC-Link Family technology for the performance, quality, safety of its CC-Link Family products in conjunction with its technical, economic, and other matters (including but not limited to product liability).

(3) The specifications in this Article stipulate all the liabilities of CLPA, including the defect liability covered in law. CLPA, therefore, shall not be liable for any damage including direct, indirect, and special damages pertaining to this Agreement, irrespective of whether the damage is predictable by CLPA.

(4) If a dispute or possibility of a dispute arises from a third party's claim of industrial property rights, copyrights, or other rights over a Member's CC-Link Family product using the CC-Link Family technology and/or over the materials relevant to the said CC-Link Family product (including but not limited to proposals catalogs, manuals, and Internet websites), the Member shall settle the dispute under its own responsibility and at its own expense. CLPA, however, cooperates with the Member by mean of, for example, providing information if CLPA deems it necessary.

11. Membership Certificate

A Member shall be liable for the management and use of its member's name and membership number written on the Membership Certificate and hold CLPA harmless. Because the member's name and membership number are verification information for identifying the Member in inquiry by telephone, etc., take special care not to misuse them and to avoid abuse by a third party.

With regard to the member's name and membership number, CLPA shall not be liable for any misuse by the Member or abuse by a third party.

12. Decision-Making Body in CLPA Operation

The supreme decision-making body in CLPA operation shall be the board of directors. The operation of the board of directors is stipulated in the CC-Link Partner Association (CLPA) Activity Working Group Articles.

13. Agreement Jurisdictional Court

When the need to bring an action to the court arises pertaining this Agreement, the Tokyo Distinct Court shall be the exclusive agreement jurisdictional court.

14. Agenda

Any question arising from items not specified in this Agreement or each specification in this Agreement shall be settled through discussions by CLPA and the relevant Member. CLPA holds the right to make the final interpretation unless contrary to the express provision of this Agreement.

15. Contact Information of CLPA

The following shows the contact information and business hours of CLPA.

(TEL) 052-919-1588, (FAX) 052-916-8655

(Business hours) Monday to Friday, 10:00-12:00, 13:00-17:00

(exclusive of weekends and holidays)

Established on	November 1, 2000
Revised on	October 18, 2001
Revised on	April 25, 2002
Revised on	November 1, 2002
Revised on	April 1, 2006
Revised on	March 3, 2008
Revised on	May 20, 2010
Revised on	September 1, 2015
Revised on	February 2, 2018
Revised on	April 27, 2018
Revised on	August 6, 2018

Appendix 1

"CLPA Membership" and "Rights and Fees by Membership Category"

(Tax not included)

Rights and Fees		Membership Categories	Registered Member	Regular Member	Executive Member	Board Member	Remarks
The right to obtain the CC-Link Family specifications free of charge			Yes				Provided for free
The right to develop, manufacture and sell CC-Link Family products			No	Yes			This is the right granted to developers and/or Member manufacturers. It does not regulate the resale of products by distributors.
The right to use the CC-Link Family technology			No	Yes			
The right to use the CC-Link Family logo			No	Yes			
The right to publish the information on the Member's own product in the CLPA's product catalogue and Internet website.			No	Yes			Published for free
Annual Fees Amount of money in () shows monthly fees for intermediate enrollment.			Not charged (free)	100,000 yen (9,000 yen)	200,000 yen (18,000 yen)	1 million yen (84,000 yen)	According to the bill issued by CLPA
Initial Fee			Not charged (free)			1 million yen	According to the bill issued by CLPA
Conformance Test Fees (per product)	CC-Link	- Remote Device Station - Remote I/O Station - Cable	N/A	200,000 yen	100,000 yen	Not charged (included in annual fees)	According to the bill issued by CLPA
		- Master/Local Station - Intelligent Device Station	N/A	300,000 yen	200,000 yen	Not charged (included in annual fees)	
	CC-Link/LT	- Master Station - Remote I/O Station - Cable	N/A	200,000 yen	100,000 yen	Not charged (included in annual fees)	According to the bill issued by CLPA
	CC-Link IE Controller Network	- Normal Station - Control Station	N/A	300,000 yen	200,000 yen	Not charged (included in annual fees)	According to the bill issued by CLPA
	CC-Link IE field Network	- Master/Local Station - Intelligent Device Station	N/A	300,000 yen	200,000 yen	Not charged (included in annual fees)	According to the bill issued by CLPA
	CC-Link IE Field Network Basic	- Master/Slave Station	N/A	Not Charged (free)	Not Charged (free)	Not charged (included in annual fees)	Download the test tools and conduct test
Recommended -wiring Product Test Fees (per product)	CC-Link IE Controller Network	- Recommended Network Wiring Components	N/A	100,000 yen	50,000 yen	Not charged (included in annual fees)	According to the bill issued by CLPA
	CC-Link IE field Network	- Recommended Network Wiring Components	N/A	100,000 yen	50,000 yen	Not charged (included in annual fees)	According to the bill issued by CLPA

Appendix 2

1. CC-Link Family Logo for Recommended Wiring Products

- (1) A Regular, Executive, or Board Member may display the applicable CC-Link Family logo without charge according to the format (including but not limited to the display method and display position) separately specified by CLPA, in selling its own CC-Link Family recommended wiring products certified according to the recommended-wiring product test specifications separately specified by CLPA, in order to prove that the said products are the relevant CC-Link Family recommended wiring products. In this case, the Member shall display the applicable CC-Link Family logo in a way that does not give the misunderstanding that CLPA guarantees the performance and quality of the CC-Link Family recommended wiring products.
- (2) A Member may publish the names and specifications of CC-Link Family recommended wiring products which the Member has developed, manufactured and/or sold on catalogs, Web pages, etc. created by CLPA and associated with CC-Link Family. The method, range, and period of the publication shall apply to the specifications of CLPA.