

RISC-V International Association Membership Agreement

This Membership Agreement (the “Agreement”) is entered into by and between RISC-V International Association, a Swiss association (Verein) (“RISC-V”) and the person or entity listed below in the signature page of this Agreement (the “Member”). This Agreement will be effective as of the date signed by the last party below (the “Effective Date”).

This document is available for e-signing at www.riscv.org. A countersigned copy of this application as well as an invoice will be returned to you by email.

- (1) The Member agrees to pay to RISC-V an annual membership fee determined based on its size and class (as chosen and indicated below) in exchange for a membership in RISC-V (“Membership”).
- (2) Strategic Member fees are computed based on the combined number of all employees of the Member and its Affiliates. The amount of any annual membership fee may be adjusted at any time by the resolution of the Board of Directors of RISC-V. All Fee amounts are based in US Dollars. An initial full year’s payment of fees is due upon Membership. For non-Premier members, a pro-rated amount of fees for the remainder of that calendar year will be assessed at the first anniversary of membership and membership will proceed on a calendar-year based renewal cycle thereafter.
- (3) The Member has been provided with copies of the RISC-V Articles of Association (as the same may be amended or superseded, the “Articles”) and the RISC-V Internal Regulations (as the same may be amended or superseded, the “Regulations”), with the then current versions of the same located at www.riscv.org. All references to the Articles and the Regulations shall refer to such versions as then constituted and in force on the relevant date of determination. The Member certifies that it has reviewed and understands the terms and conditions of the Articles and the Regulations.
- (4) For these purposes, the “Membership” of Member shall include any and all Affiliates of the Member that participate in any of the activities of RISC-V from time to time. The Member and all such Affiliates shall be treated for all purposes as one single member on a combined basis. The Member hereby agrees and represents that has the authority to and has entered into and executed this Agreement on its own behalf and on behalf of any and all such Affiliates, and that this Agreement and any acts or consents of the Member shall be binding on each of such Affiliates. The term “Affiliate” shall have the same meaning as in the Regulations. In the case of Individual Members and notwithstanding any contrary provision of the Regulations or this Agreement, such Member shall not have any right to sublicense the Member License to any Affiliate and no Affiliate of any Individual Member shall be a Member of RISC-V.
- (5) All of the terms and conditions of the Articles and the Regulations (including but not limited to the intellectual property licenses and other terms and conditions set forth in Appendix A of the Regulations) shall be an integral part of this Agreement and shall be and are hereby incorporated by reference into this Agreement as if fully stated herein and as the same may be modified or superseded from time to time. The Member on its own behalf and on behalf of its Affiliates hereby agrees to be legally bound by and to comply at all times with all of the provisions of the Articles and the Regulations.
- (6) Members may be competitors with each other in relevant markets. RISC-V and the Member (and its Affiliates) each agree to comply with all applicable Competition Laws in connection with this Agreement and in any other matters or transactions relating to RISC-V or the RISC-V Instruction Set Architecture (ISA), as defined and further provided by the Regulations.

(7) RISC-V will be governed by a board of directors ("Board"). Subject to full compliance with applicable Competition Laws, the Board may revoke and terminate ("revocation") the Membership of a Member (a) in the event of any material breach of the obligations of the Member or any of its Affiliate under the Articles or Regulations or this Agreement, or (b) for other good cause together with a minimum 2/3 majority vote by the RISC-V Board of Directors. In the case of any revocation, RISC-V will refund to the Member its then current membership fee on a prorated basis subject to offset for any claims of RISC-V. Any revocation shall apply to the Member and all of its Affiliates.

(8) This Agreement and all matters or disputes arising from or relating to or in connection with this Agreement or the Membership shall be governed by and construed under (and the legal relations among the parties will be determined in accordance with) the laws of Switzerland, excluding conflicts of law or similar principles that would cause the application of the laws of any other jurisdiction. This Agreement shall be subject to the Articles and the Regulations, and except as otherwise expressly provided herein in the case of Individual Members with respect to Affiliates, the Articles and Regulations shall prevail in the event of any conflict with the provisions of this Agreement. This Agreement including the Articles and Regulations are the entire contract between the parties regarding its subject matter and supersede all prior discussions or understandings relating to such subject matter. Neither this Agreement nor any rights or obligations under this Agreement may be assigned or transferred or delegated or sublicensed by the Member or any Affiliate without the prior written consent of RISC-V, subject to the terms and conditions of the Regulations; and any unauthorized assignment, transfer, delegation or sublicense shall be null and void. Nothing in this Agreement or any action taken by RISC-V or any Member shall be deemed to create a partnership or joint venture or syndicate among RISC-V and the Members or between any Members. The English language version of this Agreement and the Regulations and the German version of the Articles shall prevail. Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Articles and Regulations. This Agreement may be signed in counterparts.

(9) Member's membership, and its obligation to pay membership fees for the following stub or calendar year, will continue to renew, unless the Member delivers written notice of non-renewal to RISC-V on or before the first day of the last month of its initial membership term, or by December 1 of any calendar membership year. At the anniversary of membership, a pro-rated amount of the applicable fee for the remainder of that calendar year (a "stub period") will be invoiced and membership will proceed on a calendar year-based renewal cycle thereafter.

(10) For all levels of membership, an initial full year's payment of the membership fee is due upon receipt and acceptance of an executed membership agreement and payable within thirty (30) days of the date of invoice from RISC-V. An Agreement signed before the 15th of the month will be invoiced as if active on the first of the month of signature. An Agreement signed on or after the 15th will be invoiced as if active on the first of the following month. All fees are irrevocable and non-refundable commitments based in US Dollars.

(11) By virtue of its becoming a Member of the Association, the Member consents to the Association giving notice of Member's membership in the Association, to the extent necessary for the Association to invoke the protection of the US National Cooperative Research and Production Act of 1993 (15 U.S.C. §§4301 et seq. as amended), if the Association decides to invoke such protection.

NOT FOR SIGNATURE

(12) The terms and conditions of the main body of this Agreement without reference to the Articles or Regulations may be automatically amended or superseded at any time by the action of the Board of Directors of RISC-V with respect to Members generally, without the further action of any Member.

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NOT FOR SIGNATURE

Name of Member Company: Example Company

Membership Level: Premier 250k

PR/Logo Usage: Do we have your permission to:

...display your logo on the RISC-V International’s website (Yes or No)? Yes

...announce your participation via press release (Yes or No)? Yes

Please indicate preferred method(s) for receiving invoices: Email

Is a Purchase Order (PO) required (Yes or No)? Yes

If Yes, please provide the following details

Name: Example Company AP

E-mail: ap@example-co.com

Authorized Representative of Member:

Accepted:

RISC-V International Association

Example Company

(Print Member Name)

NOT FOR SIGNATURE

Signature

Name

Title

Date

NOT FOR SIGNATURE

Signature

Name

Title

Date

Primary Project Contact

(for all notices, including voting)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Primary Technical Contact

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Primary Marketing Contact

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Primary PR Contact

(For approving press releases or quotes with respect to the Project)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Legal Contact

(This contact should be your primary in-house attorney for open source matters with respect to the Project. If you do not have in-house counsel, please leave this blank.)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Billing Address

NOT FOR SIGNATURE

Billing Contact

(All invoices will be sent to this e-mail address unless the Member directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Please indicate your top category for RISC-V Ecosystem participation: