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 Subsidiaries (as defined in Article 2(5)(B) of the Regulations). 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(3) The Member has been provided with copies of the RISC-V Articles of Association (as the same may be amended or superseded, the "Articles") and the RISC-V Internal Regulations (as the same may be amended or superseded, the "Regulations"), with the then current versions of the same located at www.riscv.org.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 it 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.

SAMPLE ONLY
Not for signature

(7) Member acknowledges that, as a global organization, RISC-V members may be located in various countries, that RISC-V may conduct activities in various countries subjecting it to their jurisdiction, and that RISC-V, its members, and their respective activities in connection with RISC-V may be subject to numerous governmental economic sanctions, export control laws, and related regulations under the laws of multiple countries and regions (e.g., the European Union and its Member States, the United Kingdom, Switzerland, and the United States) (collectively, "Sanctions and Export Laws"). In order to help ensure compliance with applicable Sanctions and Export Laws, by signing below, Member represents, warrants, agrees and certifies to RISC-V as follows:

(a) Neither Member nor any of its Affiliates or representatives participating in RISC-V activities is or will be (i) located, organized, or resident in any country or region with which RISC-V and/or any of its members is precluded from dealing under any applicable Sanctions and Export Laws ; (ii) directly or indirectly Owned or Controlled by, acting for, or having in the past acted for or on behalf of, a sanctioned government ; (iii) an individual or entity included on any list of individuals or entities under the Sanctions and Export Laws of any country to the extent such listing bars RISC-V or any of its members from engaging in any transactions with or providing any services or technologies to such individual or entity in connection with RISC-V activities; or (iv) an entity that is directly or indirectly Owned (50% or more in the aggregate) or Controlled by one or more individuals or entities described in (iii) above, to the extent this bars RISC-V or any of its members from engaging in transactions with or providing services or technologies to such owned or controlled entity in connection with RISC-V activities. For purposes of this Agreement, "Own", "Owned" or "Ownership" each refers to ownership of any voting rights, equity interests, shares, stock, or other ownership interests in the entity in question (collectively, "Equity Interests"); and "Control" or "Controlled" each refers to the ability to effectively control the activities, decisions or strategies of the entity in question, whether through contract, financial arrangement, the ability to appoint or remove board members or key executives, or otherwise.

(b) In Schedule A to this Agreement, Member has provided the following information ("Membership Information"):

(i) if Member is an individual person: (A) Member's legal name, address, and the legal name and address of Member's employer; and (B) if your employer is not a RISC-V member, the legal name, address, Ownership percentage, and a description of Control of each individual and entity that directly or indirectly either Controls the employer or Owns at least five percent (5%) of the outstanding Equity Interests in the employer, but such disclosure is only required to the extent of the applicant Member's knowledge; or

(ii) if Member is an entity: (A) Member's legal name and address and (B) the legal name, address, Ownership percentage, and a description of Control of each individual and entity that directly or indirectly either Controls Member or Owns at least five percent (5%) of the outstanding Equity Interests in Member.

Member certifies that the Membership Information provided is true, accurate and complete and agrees to (x) promptly provide to RISC-V such information and materials as RISC-V may reasonably request from time to time to assess the eligibility and/or impact of Member's participation in RISC-V activities on the ability of RISC-V and its members to comply with applicable Sanctions and Export Laws and (y) immediately notify RISC-V in the event of any change in the Membership Information or any new or changed circumstance or information that causes or may cause the statements in Section 7(a) above to no longer be true; and

(c) Membership in RISC-V may be suspended or terminated without refund at any time in the event RISC-V determines in its sole discretion or is advised by counsel or any governmental authority that the continued membership of Member in RISC-V may cause RISC-V or any of its members to be in violation of any applicable Sanctions and Export Laws.

(8) RISC-V is 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 by resolution of 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.

(9) 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.

(10) Except for Community Members, 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. Community Membership does not renew automatically. Community Members must renew their membership annually in accordance with the renewal process specified by the Association.

(11) For all levels of membership that are subject to membership fee obligations, 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.

(12) Notwithstanding anything to the contrary in this Agreement, RISC-V International Association shall have the right to unilaterally terminate the Member's Membership if any Membership Fee or other amount due and payable by the Member under this Agreement remains unpaid. Such termination shall not require any further action or approval by the Board or any governing body of the Association. Any such termination shall be without prejudice to the Association's right to recover any Membership Fees or other amounts accrued and unpaid as of the date of termination, and no Membership Fees previously paid shall be refunded.

(13) 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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Name of Member Company:

Membership Level:

* All indicated amounts are net of VAT and other taxes and levies, which, if applicable, are charged at the statutory rates in force at the time of invoicing.

Consolidated Employees (*if applicable*)**:** _____

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

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

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

Please indicate preferred method(s) for receiving invoices:

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

If Yes, please provide the following details

Name: _____

E-mail: _____

Authorized Representative of Member:	Accepted:
	RISC-V International Association
(Print Member Name)	
Signature	Signature
Name	Andrea Gallo Name
Title	CEO Title
Date	Date

Primary Project Contact

(for all notices, including voting)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Billing Address

_____

_____

_____

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:

☐ Services (Fab, design services)

☐ Chip (SoC, IP, FPGA)

☐ I/O (Memory, network, storage)

☐ Systems (ODM, OEM)

☐ Software (Dev tools, firmware, OS, applications)

☐ Industry (cloud, mobile, HPC, ML, automotive)

☐ Research (Universities, Labs, other alliances, etc.)

☐ Individual

SCHEDULE A

MEMBERSHIP INFORMATION

If the Member is an individual and their employer is not a member of RISC-V, except as noted below, please complete items **1**, **2** and **3** below. If the Member's employer is a RISC-V member, please complete items 1 and 2 below only.

If the Member is an entity, please complete items **1** and **3** below.

1. MEMBER

MEMBER LEGAL NAME: _____

MEMBER ADDRESS: Street Address: _____

City: _____

Country: _____

Postal code: _____

2. MEMBER EMPLOYER (FOR INDIVIDUAL MEMBERS)

EMPLOYER LEGAL NAME: _____

EMPLOYER ADDRESS: Street Address: _____

City: _____

Country: _____

Postal code: _____

3. OWNERSHIP AND CONTROL (FOR ALL MEMBERS)

In the table below, please provide to the extent of your knowledge the legal name, address, Ownership percentage, and a description of Control, of each individual and entity that directly or indirectly either (a) Controls the Member or (if Member is an individual person) Member's Employer, or (b) Owns at least five percent (5%) of the outstanding Equity Interests in the Member or (if Member is an individual person) Member's employer.

Legal Name	Address	Ownership Percentage	Description of Control

Community Membership Questions

1. **When was your organization founded?**
2. **How many employees does it have now?**
3. **Can you provide a website for your organization?**
4. **What is your mission and vision?**
5. **What country is your official primary location?**
6. **Are you a for-profit, non-profit, academic or other?**
7. **Do you confirm you intend to participate (in person or remotely, electronic vote) in administrative tasks, e.g. annual General Meeting and other legally-required voting procedures?**

Anticipated RISC-V Contributions: Please provide a statement of intent about your contributions to RISC-V, specifically what subject areas, e.g. ISA extensions or software, and which groups you plan to contribute to if your application is approved.

1.
2.
3.

Individual Membership - Technical Expertise Questions

Expertise:

Please list all technical expertise relevant to participation in the RISC-V community

1.
2.
3.

References:

Please provide up to 3 names, titles, and email address of references to support your membership as a RISC-V Individual Member

Name	Title	Email Address

Github ID:

RISC-V Technical Contributions:

Please provide any technical contributions you've made in support of RISC-V platforms.

Project Name	Link	Date	Contribution description

Link to other notable GitHub technical contributions:

Please provide information about up to 10 other technical contributions you've made to software or hardware.

Project Name	Link	Date	Contribution description

Anticipated RISC-V Contributions:

Please provide a statement of intent about your contributions to RISC-V, specifically what subject areas, e.g. ISA extensions or software, and which groups you plan to contribute if your application is approved.

Administrative duties

- **Do you confirm you intend to participate (in person or remotely, electronic vote) in administrative tasks, e.g. annual General Meeting and other legally-required voting procedures?**