

EXHIBIT B

Terms of Membership

CLOUD SIGNATURE CONSORTIUM**TERMS OF MEMBERSHIP (Last updated March 6, 2019)**

These Terms of Membership (these “Terms”) shall govern the relationship by and among Cloud Signature Consortium VZW, a non-profit association pursuant to Belgian Law with registered office located at Rue du Luxembourg 22-24, B- 1000 Brussels, Belgium (Register of Legal Entities Brussels, Dutch speaking section) (“Consortium”) and each Member.

Capitalized terms used in these Terms and not otherwise defined in their Dutch equivalent in the Articles of Association shall have the meaning set forth in the Definitions List attached hereto as Exhibit A.

Article I. MEMBERSHIP GENERALLY.

Each Member of the Consortium shall execute a Membership Agreement substantially in the form attached hereto as Exhibit B.

Article II. MEMBERSHIP BENEFITS AND RESPONSIBILITIES

Section 2.1 Support for the Mission. During the term of its membership in the Consortium, each Member shall use commercially reasonable efforts to support the efforts and objectives of the Consortium, consistent with these Terms, the Articles, and applicable law.

Section 2.2 Member Benefits. Each Member shall be entitled to the benefits provided by these Terms and the Articles.

Section 2.3 Use of Consortium’s Trademarks. Members shall use the Consortium’s Trademarks only in compliance with the Consortium trademark guidelines (as and if approved by the Board, and including future modifications thereto).

Section 2.4 Use of Member’s Name and Trademarks. Each Member hereby grants the Consortium a non-exclusive, non-transferable, royalty-free license to use such Member’s corporate name and corporate logo (which logo may only be the logo, if any, identified on Exhibit A of the Member’s Membership Agreement, as such Exhibit A may be updated from time to time by the Member) for the sole purposes of (i) identifying such Member as a Member of the Consortium, including on any website of the Consortium and in any list of Members published by the Consortium, and (ii) announcing that such Member has joined the Consortium. The licenses granted in this Section 2.4: (1) as to the use of such Member’s corporate name and logo, may be terminated at any time, and shall automatically terminate when such Member withdraws from the Consortium or its membership is terminated, provided, however that the Consortium shall not be required to destroy existing printed materials, and shall have thirty (30)

days after such Member withdraws or its membership is terminated to remove the Member's name and logos from its website.

Section 2.5 Compliance with Antitrust Laws.

(a) Each of the Members of the Consortium is committed to fostering competition in the development of new products and services, and the specifications proposed to be developed and all associated licensing activity are intended to promote such competition. Each Member further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives comply with any and all applicable antitrust and competition laws, rules and regulations of any jurisdiction, state or federal, foreign or domestic. The Consortium is likewise committed to such legal compliance. Guidelines and procedures shall be adopted and implemented, and updated from time to time as appropriate, to ensure rigorous compliance with such laws, rules and regulations. Without limitation of the foregoing, the Consortium's policies do not permit it to sponsor, encourage or tolerate any discussion, communication or agreement that would violate applicable antitrust or competition laws, rules or regulations among any participants at a meeting the Consortium sponsors concerning any of the following: (a) prices, pricing policies, bids, discounts, promotions, terms of sale or credit, royalties, or license fees; (b) costs or profits of individual companies, products or services; (c) offers or sales to customers, territorial markets, or allocation of customers or markets; (d) production quotas, output, capacity, inventory or sales levels; (e) boycotts and refusals to deal with particular companies or groups; or (f) agreements concerning individual company decisions on whether to produce certain products, adopt certain product designs, or carry out specific product release dates or cycles. The Consortium's policy is no communications of the types referenced in the preceding sentence should occur during, in or around Consortium meetings or calls, whether written, oral, formal, informal, in social settings, or "off the record."

(b) Each Member hereby assumes responsibility to ensure that its representatives acting under these Terms are aware of and understand all compliance guidelines adopted by the Consortium as well as principles of antitrust compliance generally.

(c) Each Member further acknowledges that it and each other Member is free to develop competing technologies and standards and to license its patent rights to third parties, including for the purpose of enabling competing technologies and standards.

Section 2.6 Fees.

(a) Each Member shall pay the annual Fees, if any, established for membership, as set forth in Exhibit C hereto, as the same may be amended from time to time by the Board. Each Member shall pay the applicable Fees in full at the commencement of its membership in accordance with Section 3.1.2 of the Articles. The Fees for the first term of membership after a Member joins the Consortium shall be pro-rated depending on the starting date of being accepted as a Member, including any partial month as a full month, and become due in the first month of membership.

(b) The Secretary General or other Consortium officer will send out invoices in compliance with reasonable invoicing requirements and will promptly send out a written notice (“Dues Notice”) to any Member that has not paid its Fees upon the date such Fees are required to be paid (the “Due Date”) at the start of the financial year. Any Member whose membership fee for the then-current year remains unpaid as of February 28 shall be deemed to have withdrawn as provided in the Articles, but shall remain liable for payment of its membership fee for the then-current year. Members who have been accepted after the start of a financial year, shall be deemed to have withdrawn and shall cease to be a Member of the Consortium if their membership fee for the then current year remains unpaid after a period of two months following their admission.

Section 2.7 Expenses. Each Member will bear its own costs and expenses in connection with its performance of its rights and duties in respect of the Consortium.

Section 2.8 Documents and Policies. Each Member shall comply with all terms and conditions of the Documents, in each case as amended from time to time. Each Member also shall abide by any additional policies and procedures adopted by Consortium, as amended from time to time.

Article III. Confidentiality

Section 3.1 Obligations. Each Member agrees that in connection with its activities relating to the Consortium, such Member may receive Confidential Information. Each Member agrees that it will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care. Each Member agrees not to use Confidential Information for any purpose other than to fulfill the purposes of the Consortium. Each Member agrees that it will not disclose, nor will it assist or allow any third party to disclose any Confidential Information, except: (a) with the prior written consent of the Member which provided the Confidential Information; (b) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a Member in such matters; (c) during the course of litigation in which such Member is a party to such litigation, so long as the disclosure of such terms and conditions are necessary for the defense or assertion of such Member’s material rights and such disclosure is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to employees of a Member or Affiliate of a Member in performing their obligations and developing the technologies, products, or services contemplated herein; (e) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; or (f) in confidence to its legal counsel in connection with providing legal advice; provided that, in (b) through (f) above, (i) the disclosing Person shall use all reasonable legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) in (b) and (c), above, the disclosing Person shall provide the relevant Member with at least twenty (20) days prior written notice of such disclosure. Each Member shall mark all full and partial copies of Confidential Information it makes as “confidential” or with a similar legend. Disclosure by or to an Affiliate of a Member shall be deemed to be disclosure by or to such Member, as applicable. This obligation of confidentiality will expire three (3) years after the date of disclosure of the

applicable Confidential Information, provided, however, that such obligation will remain in effect with respect to any trade secrets or other proprietary information that a disclosing Person treats as confidential for so long as such information remains confidential. Confidential Information may be disclosed to contractors of each Member or each Member's Affiliates solely for the purpose of such contractor to provide services for the sole benefit of such Member or Member's Affiliate as necessary to fulfill the purposes of the Consortium and provided that such contractor(s) are subject to nondisclosure obligations at least as strict as those set forth in these Terms.

Section 3.2 Residuals. Notwithstanding anything herein to the contrary, any Member may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, trademarks or copyrights of the Consortium or any Member. The term "**Residuals**" means any information retained in the unaided memories of the Member's employees who have had access to the Consortium's or other Member's Confidential Information in connection with the Consortium. An employee's memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

Section 3.3 Independent Development. These Terms and the terms of confidentiality hereunder shall not be construed to limit any Member's right to independently develop or acquire products or technology, including similar or competing products or technology, without the use of another Member's or the Consortium's Confidential Information and without breach of the terms of these Terms.

Section 3.4 Press Releases. Any Member may make public announcements or press releases concerning its own activities as a Member, provided that a courtesy copy of any such press release shall be provided to the Secretary General no less than twenty-four (24) hours prior to the public distribution thereof. Such announcement or release may include the identities of any of the other Members provided that such Member has obtained the prior written consent of the Members whose names would appear therein. Members shall not publicly disparage the Consortium.

Section 3.5 Confidentiality of Final Specification. The Members agree that any portion of the Final Specification that is adopted by an appropriate standards body or consortium or other organization ("Recipient Organization") or published in accordance with the IPR Policy, as applicable, will not be subject to trade secret or confidential treatment. The procedures in the IPR Policy and Articles must be followed in order for a Final Specification to be contributed to a Recipient Organization.

Section 3.6 Exceptions.

(a) A recipient Member is not obligated to maintain as confidential any Confidential Information of a discloser Member that the recipient Member can demonstrate by documentation (i) is now available or becomes available to the public without breach of these Terms; (ii) is explicitly approved for release by written authorization of the discloser Member; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is

known to the recipient Member prior to such disclosure without an obligation of confidentiality; or (v) is independently developed by the recipient Member without the use of any of discloser Member's Confidential Information or any breach of these Terms.

(b) If a recipient Member is required to disclose Confidential Information pursuant to applicable law, statute, regulation or court order, the recipient Member will give to the applicable discloser Member prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient Member determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent it is compelled to do so.

Section 3.7 Destruction of Confidential Information. Each Member shall destroy or return all Confidential Information within its possession or control promptly upon such Member's ceasing to be a Member for any reason or upon the dissolution and liquidation of the Consortium.

Article IV. SPECIFICATION ADOPTION

Section 4.1 Adoption. The adoption of Final Specifications shall be subject to the following conditions and procedures and the voting requirements set forth in Sections 4.2.1 and 5.2.6 of the Articles:

(a) **Development and Review Period.** The Technical Committee shall be tasked with the development of Draft Specifications and submission of such Draft Specification to the Board of Directors for adoption by the Members. A Draft Specification will be presented to the Board of Directors when the participants in the Technical Committee agree by majority vote that a Draft Specification is ready for review by the Members. Upon a supermajority vote of the Board in accordance with Section 5.2.6 of the Articles that such Draft Specification is ready to be presented to the Members for approval in accordance with the voting requirements set forth in Section 4.4.2 of the Articles, the Board of Directors will distribute to each Member a notice of review period and a complete copy of such Draft Specification. Each Member, on behalf of itself and its Affiliates, shall have such period as established by the Board of Directors, which shall be no more than thirty (30) days, and no less than one (1) calendar week following receipt of such notice ("Review Period") to review such Draft Specification prior to approval by the Members.

(b) **Objection/Claimed IP.** If a Member objects to the adoption of Draft Specifications via a notice to the Consortium prior to the vote of the Members, and at or prior to the time of such objection identifies in a notice to the Consortium all Claimed IP that it claims in such Draft Specification and that Draft Specification is adopted as a Final Specification despite such Member's vote in opposition, then provided that such opposing Member withdraws from the Consortium by giving notice of withdrawal within ten (10) Business Days of such adoption and indicates in such notice that such withdrawal is intended to be effective with respect to the rights and obligations pursuant to the IPR Policy immediately prior to adoption of such Final Specification (such date, the "IP Withdrawal Date"), withdrawal of such Member shall be effective upon such Member giving notice of withdrawal in writing to the Consortium, provided,

however, that such Member shall be deemed to have withdrawn as a Member for purposes of the IPR Policy as of the IP Withdrawal Date. Such withdrawing Member's commitment to grant licenses as provided in Section 3.2 of the IPR Policy (Limited Patent Licensing Obligation) shall remain in full force and effect for any Necessary Claims in a Final Specification, if any, that has been finally adopted in accordance with Section 3.1 and the voting requirements in the Articles prior to the IP Withdrawal Date. Notwithstanding and without limiting the foregoing, (i) such withdrawing Member's commitment to grant licenses as provided in the IPR Policy shall remain in full force and effect for any Necessary Claims that are implicated by any Contribution made by such withdrawing Member prior the IP Withdrawal Date that becomes a Normative Requirement in a Final Specification; and (ii) any obligations of other Members to offer to grant licenses to such withdrawing Member for any Necessary Claims that are implicated by any Contributions made by other Member and incorporated into a Final Specification prior to the IP Withdrawal Date shall remain in effect solely to the extent that such withdrawing Member agrees to grant reciprocal licenses under the same or similar terms and conditions. To the extent that a Member is obligated to grant a reciprocal license to a Member withdrawing under the circumstances set forth in this Section 3.1(b), such obligation shall not apply to any Necessary Claims implicated by any Normative Requirements that are added or changed after the IP Withdrawal Date. Members are advised that the Board of Directors may elect to make available to non-Members Draft Specifications at any time, however, the Board of Directors may not adopt a Draft Specification as a Final Specification until the completion of any specification review period required hereunder and compliance with the voting requirements set forth in the Articles.

(c) **Voting Process and Notice of Adoption.** At the completion of the Review Period, a Draft Specification will be presented to the Members for approval in accordance with the voting requirements set forth in Section 4.4.2 of the Articles. Promptly following the adoption of a Final Specification, the Secretary General shall send written notice of such adoption, including a copy of such Final Specification to all Members. Such specification review period shall not be required for changes to Final Specifications that both (a) correct errors or omissions, or make changes that would clarify but not materially amend, alter or expand the Final Specification, and (b) are deemed to be nonmaterial pursuant to supermajority vote of the Board in accordance with Section 5.2.6 of the Articles (such changes, "Minor Updates"). Approved Minor Updates to such Final Specification shall be distributed to all Members in the same manner as Final Specifications or published in accordance with Article V of the IPR Policy, as applicable. Except such Minor Updates, once a Final Specification is adopted, any updates or alterations to the Final Specification shall be treated as a proposal to develop a new specification.

Article V. WITHDRAWAL; TERMINATION OF MEMBER STATUS

Section 5.1 Withdrawal. Any Member may withdraw from the Consortium at any time by written notice to the Board in accordance with the Articles. If a Member withdraws from the Consortium, the written notice to the Board required by this Section must include the patent number(s) or title and application number(s), as the case may be, for each of the issued or pending patent application(s) that the withdrawing Member reasonably believes at the time may contain Necessary Claims (assuming that the then-current Draft Specification was adopted as a Final Specification in substantially the same form) along with the section of a Draft Specification to which each Necessary Claim applies. In the case of withdrawal pursuant to Section 4.1(b), the

forgoing notice shall include the patent number(s) or title and application number(s), as the case may be, for each of the issued or pending patent application(s) that the withdrawing Member reasonably believes at the time may contain Necessary Claims with respect to the Final Specification adopted as of the IP Withdrawal Date along with the section of the Final Specification to which each Necessary Claim applies. For the avoidance of doubt, no patent search is required to fulfill this obligation.

Section 5.2 Termination. The membership of any Member may be terminated as provided in Section 3.3 of the Articles.

Section 5.3 Fees Due at Termination. Each Member shall immediately pay all Fees that accrued prior to the effective date of such Member's termination or withdrawal, as well as following the dissolution of the Consortium. All accrued rights and liabilities of a Member prior to withdrawal or termination shall survive such withdrawal or termination. A Member that has withdrawn or whose membership in the Consortium has been terminated (for any reason) shall not be entitled to a refund of any Fees, amounts or dues paid, nor shall any such former Member be released from any financial obligation to the Consortium.

Section 5.4 Effect of Withdrawal or Termination.

(a) **Survival.** Upon a Member's withdrawal or termination, such Member's Membership Agreement shall terminate and all rights, obligations, terms and conditions of the Membership Agreement shall terminate, however: (i) each Member's commitment to grant licenses as provided in Section 3.2 of the IPR Policy (Limited Patent Licensing Obligation) shall remain in full force and effect for any Necessary Claims in a Final Specification, if any, that has been finally adopted in accordance with Section 3.1 and the voting requirements in the Articles prior to the effective date of termination and (ii) the following Sections of these Terms shall survive termination of such membership and Membership Agreement: Section 2.4 (Use of Member's Name and Trademarks) to the extent provided therein; Section 2.5 (Compliance with Antitrust Laws); Section 2.7 (Expenses); Section 2.8 (Documents and Policies) to the extent compliance after withdrawal or termination is provided for in the documents referred to therein; Article III (Confidentiality); Article IV (Specification Adoption); Article VI (Warranty Disclaimer; Limitation of Liability); and Article VII (General).

(b) **Licensing Commitments.** Notwithstanding and without limiting the foregoing, (i) such withdrawing or terminated Member's commitment to grant licenses as provided in the IPR Policy shall remain in full force and effect for any Necessary Claims that are implicated by any Contribution made by such withdrawing or terminated Member prior to such Member's withdrawal or termination that becomes a Normative Requirement in a Final Specification; and (ii) any obligations of other Members to offer to grant licenses to such withdrawing or terminated Member for any Necessary Claims that are implicated by any Contributions made by other Member and incorporated into a Final Specification prior to the effective date of such Member's withdrawal or termination shall remain in effect solely to the extent that such withdrawing or terminated Member agrees to grant reciprocal licenses under the same or similar terms and conditions. To the extent that a Member is obligated to grant a reciprocal license to a withdrawing or terminated Member, such obligation shall not apply to any

Necessary Claims implicated by any Normative Requirements that are added or changed after the effective date of such withdrawing or terminated Member's withdrawal.

Article VI. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

Section 6.1 Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND THE OTHER DOCUMENTS, (I) ALL MATERIAL, INFORMATION, AND LICENSES PROVIDED TO MEMBERS BY THE CONSORTIUM HEREUNDER AND ALL MATERIAL, INFORMATION AND LICENSES PROVIDED TO THE CONSORTIUM BY MEMBERS ARE PROVIDED ON AN “AS IS” BASIS, WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, CONTRACTUAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE AND (II) NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY PATENTS.

Section 6.2 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANY THIRD PARTY, ANOTHER MEMBER OR THE CONSORTIUM IN CONNECTION WITH OR ARISING OUT OF (I) THESE TERMS (INCLUDING THE DOCUMENTS INCORPORATED HEREIN) OR THE PERFORMANCE OR LACK OF PERFORMANCE HEREOF OR THEREOF OR (II) SUCH MEMBER’S ACTIVITIES AS A MEMBER, IN EACH CASE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR FOR ANY LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE; OR COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER IT ARISES, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; PROVIDED, HOWEVER, THAT THIS SECTION 6.2 SHALL NOT APPLY TO ANY CLAIM, REMEDY OR DEFENSE OTHERWISE AVAILABLE FOR INJURY SUFFERED OR TO BE SUFFERED AS A RESULT OF ANOTHER PARTY’S BREACH OF ARTICLE III (CONFIDENTIALITY) OR ANY INFRINGEMENT OR MISAPPROPRIATION OF A MEMBER’S OR CONSORTIUM’S INTELLECTUAL PROPERTY.

Section 6.3 Limitation of Liability

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSORTIUM SHALL HAVE NO LIABILITY OF ANY KIND TO ANY PERSON ARISING FROM FAILURE BY ANY MEMBER TO COMPLY WITH THE IPR POLICY.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSORTIUM, THE MEMBERS AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY TO ANY THIRD PARTY ARISING FROM THESE TERMS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN

ANY WRITTEN AGREEMENTS BETWEEN THE APPLICABLE PERSON AND SUCH THIRD PARTY.

Article VII. GENERAL

Section 7.1 Authority to Enter into Agreement. Each Member hereby represents, warrants and covenants to the Consortium that (i) it has the full right, power and authority to enter into these Terms, to grant the rights granted herein and to perform its obligations hereunder; (ii) the execution of these Terms by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action; (iii) the execution and performance of these Terms does not and will not violate any agreement to which such Member is a party or by which it is otherwise bound; (iv) when executed and delivered, these Terms will constitute a legal, valid and binding obligation of such Member, enforceable in accordance with its terms; (v) it has and shall have power to cause all patents and copyrights owned or controlled by it and its Affiliates to be licensed as set forth in these Terms; and (vi) that any Contributions by such Member do not, to its knowledge, infringe any copyright rights or misappropriate any trade secrets of any third party.

Section 7.2 No Other Licenses. Except for the rights expressly provided by these Terms, no Member grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

Section 7.3 Governing Law. These Terms and all claims arising out of or based upon these Terms or relating to the subject matter hereof shall be governed by and construed in accordance with the laws of Ireland, excluding that body of Ireland law concerning conflicts of law.

Section 7.4 WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH MEMBER HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM WITH RESPECT TO ANY DISPUTE REGARDING THESE TERMS.

Section 7.5 CONSENT TO JURISDICTION. EACH MEMBER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF IRELAND WITH REGARD TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND AGREES TO ACCEPT SERVICE OF PROCESS IN ANY MANNER PERMITTED BY SUCH COURTS AND TO WAIVE ANY CLAIM IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS THAT IT IS NOT SUBJECT TO PERSONAL JURISDICTION IN SUCH COURTS, OR THAT SUCH VENUE IS INCONVENIENT OR IMPROPER OR MAY NOT BE ENFORCED BY SUCH COURTS.

Section 7.6 Notices. All notices hereunder shall be in writing and sent to the parties at the address of each respective Member as set forth on the signature page hereof, or at such

addresses as a Member may later specify by such written notice. Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any Member may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Member at such changed address.

Section 7.7 No Waiver. The waiver by any Member or the Consortium of any breach of any provision of these Terms shall not operate or be construed as a waiver of any other provision, or a subsequent breach of the same or a different provision.

Section 7.8 Complete Agreement. These Terms set forth the entire understanding of the parties and supersede and replace all prior agreements and understandings between each Member and the Consortium relating hereto in their entirety, provided that these Terms do not supersede the terms and conditions of the Documents (each of which is incorporated herein by reference) or any other agreements between or among the Members. In the event of any conflict between these Terms and the Articles, the Articles shall prevail. In the event of any conflict between the IPR Policy and any Document other than the Articles, subject to the provisions of Section 4.1(b) herein, the IPR Policy shall prevail.

Section 7.9 Amendment. No amendments to these Terms shall be binding unless approved in accordance with the Articles. Any amendments approved in accordance with the Articles shall be binding on all Members upon adoption. If a Member does not agree with a proposed amendment such Member may elect within five (5) business days of adoption to immediately withdraw from the Consortium as permitted in accordance with Section 3.3 of the Articles, in which case such amendment shall not apply to such Member. Amendments with respect to a Member shall be prospective only unless otherwise agreed to by such Member and the Consortium.

Section 7.10 Third Party Beneficiaries. The Consortium and each Member acknowledge and agree that each other current Member is an intended third party beneficiary of these Terms solely for the purpose of the rights granted in and subject to the terms and conditions of (i) the IPR Policy and (ii) the Confidentiality provisions set forth in Article 3 hereof. Except as provided above, no provision of these Terms shall be enforceable by any Third Party under the Contracts (Rights of Third Parties) Act 1999 or any similar statute. There are no other intended third party beneficiaries of these Terms.

Section 7.11 No Rule of Strict Construction. Regardless of which Person may have drafted these Terms, no rule of strict construction shall be applied against any Person. These Terms have been negotiated and agreed to in English. In the event any translation of these Terms is prepared for convenience or any other purpose, the provisions of the English version shall prevail.

Section 7.12 Severability. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect; and either (i) the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or (ii) if it cannot be modified, the provision will be severed and deleted from these Terms and a substitute, valid

and enforceable provision most nearly reflecting the original intent shall be developed to replace the invalid provision.

Section 7.13 No Assignment. No Member shall assign any of its rights or delegate any of its obligations as a Member or assign its Membership Agreement. The foregoing shall not prevent a transfer by operation of law to a successor in connection with a merger or other similar corporate transaction. Any assignment, delegation, or transfer in violation of this Section 7.13 shall be null and void.

Section 7.14 Relationship of Member and Consortium. Terms shall not constitute an appointment of any Person as the agent of any other Person, nor shall any Person have any right or authority to assume, create or incur in any manner any obligation or other liability of any kind, express or implied, against, in the name or on behalf of, any other Person. Nothing herein or in the transactions contemplated by these Terms shall be construed as, or deemed to be, the formation of a partnership by or among the parties hereto. Members are independent companies and are not partners or joint venturers with each other.

EXHIBIT A TO TERMS OF MEMBERSHIP**Definitions List**

“Adopter” means a party that implements a Final Specification.

“Affiliate” of a specified Person shall mean any existing or future Person, or, as the context indicates, group of Persons, that is controlling, under common control with, or controlled by such specified Person. For purposes of this definition, control means direct or indirect ownership of or the right to exercise (a) more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) more than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is more than fifty percent (50%).

“Articles” or “Articles of Association” shall mean the Articles of Association of the Consortium.

“Board” or “Board of Directors” shall mean the board of directors of the Consortium.

“Change of Control,” with respect to a Person, shall mean the occurrence of (a) any consolidation or merger of such Person with or into any other corporation or other Person, or any other corporate reorganization or transaction (including the acquisition of capital stock of a company), whether or not such Person is a party thereto, in which all of the stockholders or other equity owners of such Person immediately prior to such consolidation, merger, reorganization or transaction, own capital stock (or other equity interests, as applicable) either (i) representing directly, or indirectly through one or more entities, less than 50% of the economic interests in or voting power of such Person or other surviving entity immediately after such consolidation, merger, reorganization or transaction or (ii) that does not directly, or indirectly through one or more entities, have the power to elect a majority of the entire board of directors (or, in the case of a Person which is not a corporation, comparable governing body) of such Person or other surviving entity immediately after such consolidation, merger, reorganization or transaction; (b) any transaction or series of related transactions, whether or not such Person is a party thereto, after giving effect to which in excess of fifty percent (50%) of the company’s voting power is owned by any Person and its Affiliates where such Person and its Affiliates owned less than fifty percent (50%) of such power immediately prior to the transaction(s); or (c) a sale, lease or other disposition of all or substantially all of the assets of the Person, to a Person that is not an Affiliate; *provided that* (x) any consolidation or merger effected exclusively to change the domicile of the Person or to form a holding company in which the stockholders of the company immediately prior to such consolidation or merger own capital stock representing economic interests and voting power with respect to such redomiciled entity or holding company in substantially the same proportions as their ownership of capital stock of the Person shall be excluded from clauses (a) and (b) above and (y) any bona fide initial public offering or bona fide

primary or secondary public offering following the occurrence of such initial public offering, and any repurchase of shares on the public market, shall be excluded from clause (b) above. With respect to a Member, if as a result of any governmental orders or regulatory changes, there is a fluctuation in the shareholding or other ownership of such Member or Parent of such Member, such fluctuations shall be excluded from clauses (a) and (b) above.

"Claimed IP" shall mean, with respect to a version of Draft Specifications, all (a) claims that would be Necessary Claims if such Draft Specifications were adopted as Final Specifications and (b) Independent Works that are not Contributions, in each case that a Member claims in such Draft Specifications.

"Compliant Portion" means only those specific portions of a product (hardware, software or combinations thereof) that implement and are compliant with all Normative Requirements of the Final Specification (as applicable to such portions that are adopted) to the extent specifically disclosed in the Final Specification and where the purpose of such requirements is to enable such products to interoperate, interconnect or communicate as defined within the Final Specification provided and only to the extent that such portions are within the bounds of the Scope.

"Confidential Information" shall mean Member Confidential Information and confidential or proprietary information relating to the Consortium, including (a) these Terms, and (b) information relating to the development of the Specifications or the business or plans of the Consortium, in each case that is disclosed, directly or indirectly, through any means of communication or observation, by or on behalf of the Consortium, any Member or any of its Affiliates in connection with the activities contemplated under these Terms, including any Draft Specification, minutes of the meetings of Members, the Board of Directors or any committee established by the Board of Directors, the terms of these Terms and any information related to or in connection with these Terms provided by any entity that is marked as "Confidential" if in writing or designated as "Confidential" if provided orally or visually, provided that the confidentiality of any information provided orally or visually is confirmed by the disclosing entity by written notice to the Consortium within 5 (five) business days from the date of such disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information that is (a) rightfully in the public domain other than by a breach of a duty to the disclosing Person; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving Person without any limitation on use or disclosure prior to its receipt from the disclosing Person; (d) independently developed by the receiving Person without reference or access to such Confidential Information; or (e) generally made available to third parties by the disclosing party without restriction on disclosure.

"Consortium Materials" shall have the definition prescribed in Article II of the IPR Policy.

"Contribution" means a submission of any proposal (written, oral, electronic or otherwise) offered by a Member for consideration for inclusion as part of a Draft Specification or modification to a Final Specification or portion thereof provided that the submission is either (a) submitted in writing (including a writing in electronic medium) that is either marked as a "Contribution", or (b) stated orally, memorialized with specificity in the written minutes of such meeting, and attributed in the meeting minutes to the submitting Member provided that the minutes are promptly provided to and approved by the submitting Member, unless such

submitting Member withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days following receipt of the written minutes.

“Copyright” shall mean: (i) copyrights, whether registered or not, including, but not limited to, any writings and other copyrightable works of authorship protectable under copyright law and copyright licenses; (ii) moral or similar rights; and (iii) registrations of and applications for any of the foregoing with any governmental entity and any renewals or extensions thereof and all other rights in, to, or arising from, any of the foregoing.

“Director” shall mean an individual serving on the Board.

“Documents” shall mean all agreements and policies of the Consortium, including, without limitation, the Articles, the IPR Policy (and all Annexes thereto), the Membership Agreement, and the Terms of Membership, in each case as may be amended from time to time in accordance with the requirements set forth in the Articles.

“Draft Specification” means all versions of a document designated as a Draft Specification and all Contributions thereto or any other written information provided by a Member for the purpose of creating, commenting on, revising, updating, modifying, or adding to any documents that are to be considered for inclusion in a Final Specification by the Members.

“Fees” shall mean the membership dues, fees and other assessments on Members that are provided for in the Articles.

“Final Specification” means a Draft Specification as finally adopted by the Members as the Final Specification pursuant to Section 4.1. For purposes of this definition, a Final Specification shall not include any reference implementations or implementation examples unless they are expressly identified as being included as part of the limited patent license in such Final Specification as adopted.

“Independent Works” means works created or acquired by a Member prior to, or independent of, the development of the specifications and its activities as a Member.

“IPR Policy” shall mean the terms and provisions governing intellectual property rights and associated licensing policies of the Consortium, as amended from time to time..

“Member” shall mean a member of the Consortium.

“Member Confidential Information” means Confidential Information of a Member that is marked as confidential (or, if disclosed orally, is within five (5) days after such disclosure, reduced to writing and provided to the Consortium and the other Members who received such oral disclosure marked as confidential), in each case that is disclosed by any Member or any of its Affiliates in a meeting of the Board, any committee or working group thereof.

“Membership Agreement” shall mean an agreement to be entered into by each Member that governs its participation in the Consortium and whereby each Member agrees to be bound by the Documents.

“Membership” shall mean the collective group of all Members of the Consortium.

“Necessary Claims” means claims of an issued patent or pending patent application that (i) now or at any time during the term of these Terms, are owned or controlled and licensable (without any additional cost) by a party or any of its Affiliates; and (ii) would be necessarily infringed by implementing the Normative Requirements of the Final Specification within the bounds of the Scope, wherein a patent claim is “necessarily infringed” because there is no commercially feasible non-infringing alternative for implementing any portion of the Final Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same patent or patent application; or (b) that read solely on any implementations of any portion of the Final Specification that are not within the bounds of the Scope.

“Normative Requirements” means those portions of the Final Specification that are expressly identified as required for compliance with the Final Specification including those portions of an optional or alternative portion of the Final Specification that are identified as required for compliance with such optional or alternative portion. For clarity, those portions of the Final Specification, including any portions of an optional or alternative portion thereof that are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance for purposes of this definition.

“Parent” shall mean each and every existing or future Person that, with respect to another Person, owns, directly or indirectly through one or more intermediaries: (i) fifty percent (50%) or more of such other Person’s outstanding ownership interests, (ii) fifty percent (50%) or more of the issued and outstanding common stock or other voting securities of such other Person, or (iii) the right to designate or elect a majority of the board of directors, board of managers or other governing body.

“Person” shall mean a partnership, a corporation (including a business trust), a joint stock company, an unincorporated association, a limited liability company, a joint venture, a trust or other entity or a governmental authority. For the avoidance of doubt, the term “Person” shall not refer to any individual.

“Purpose” shall have the meaning set forth in the Clause 2 of the Articles.

“Scope” means the architectural design, communication protocols, application programming interface, data structures, and technical requirements defined to establish interoperable solutions for Remote Electronic Signatures which shall be defined with particularity in the Final Specification and which address, but not exclusively, compliance requirements for European Union's Electronic Identification and Trust Services (eIDAS) law, effective as of July 1, 2016. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification or are not required by the Final Specification; or (b) the implementation of other published specifications not developed by the Members pursuant to these Terms, but referred to in the body of a Final Specification; or (c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Final Specification.

“Terms of Membership” shall mean the document, headed “Terms of Membership”, that contains the rules and regulations for Members of the Consortium as amended from time to time.

“Trademark” shall mean any of the following, in any jurisdiction throughout the world: trademarks (registered or unregistered), trademark applications, service marks, trade dress, trade names, logos, slogans, and corporate names (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all of the goodwill associated therewith.

EXHIBIT B TO TERMS OF MEMBERSHIP

Membership Agreement

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the “Agreement”) by and between Cloud Signature Consortium, a non-profit association pursuant to Belgian law (the “Consortium”), and the undersigned entity (“Applicant”), is effective as of the date this Agreement is executed by the Consortium (such date, the “Effective Date”).

WHEREAS, the purpose of the Consortium is, as more fully set forth in the Articles, to promote the development of solutions, architectures, protocols and technical specifications to establish trust services for electronic transactions, with appropriate extensions and definitions necessary for rendering such solutions interoperable and suitable for uniform global adoption in compliance with electronic signature, data protection and privacy laws, along with all other things ancillary to the foregoing purpose;

WHEREAS, Applicant would like to become a member of the Consortium and hereby agrees to be bound by and comply with the objectives, the Articles and the rules and policies of the Association, including the Documents, subject to the admission as Member of the Consortium. Capitalized terms used in this Agreement shall have the meaning set forth in the Definitions List attached to the Terms of Membership.

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Consortium agrees to admit Applicant as a Member as of the Effective Date on the terms and conditions of the Documents (including without limitation the Articles, the Terms of Membership, the IPR Policy, and all other policies and agreements required for membership in the Consortium, all of which are incorporated herein as a part of this Agreement). Applicant agrees to abide by this Agreement and each of the other Documents (as any of the same may be amended from time to time in accordance with the terms thereof), in each case as applicable to Members.
2. Each other Member of the Consortium (whether admitted prior to, on, or subsequent to the date hereof) shall be a third party beneficiary of Applicant’s obligations under this Agreement solely for the purpose of the rights and obligations under the terms and conditions of (i) the IPR Policy and (ii) the confidentiality provisions of the Terms of Membership. Applicant acknowledges and agrees that the IPR Policy, the Terms of Membership, the Articles, and other Documents are subject to amendment from time to time in accordance with their terms.
3. This Agreement may be executed in more than one counterpart, but shall not be effective until both the Applicant and the Consortium have each executed at least one

counterpart. Each such counterpart shall be deemed delivered and effective upon delivery of the facsimile or electronic mail copy as provided below. Each counterpart when executed and delivered shall be deemed to constitute an original of this Agreement but all counterparts together shall constitute one and the same instrument. In addition, Consortium and Applicant agree that this Agreement may be electronically signed and that electronic signatures appearing in this Agreement are the same as handwritten signatures for the purposes of determining the validity, enforceability and admissibility of this Agreement.

4. Applicant may specify its corporate logo and any restrictions on the use of that logo on Exhibit A to this Agreement, for the Consortium's use pursuant to the Terms of Membership. Applicant's Exhibit A may be submitted at the time of execution or under separate cover within 30 days of the execution of the Membership Agreement.

In witness whereof, the Consortium and Applicant have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

Effective Date: _____

Consortium

By: _____

Name: _____

Title: _____

Date: _____

Consortium's Notice Information

Address:

Rue du Luxembourg 22-24

B-1000 Brussels, Belgium

Telephone: +32 2 761 66 85

Fax: To be provided

Email: info@cloudsignatureconsortium.org

Applicant's Notice Information:

Address:

Attention:

Telephone:

Fax:

Email:

Applicant:

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A TO MEMBERSHIP AGREEMENT

APPLICANT'S APPROVED LOGO

Applicant _____

Signature _____

Additional restrictions on use of the logo (e.g., sizing and proportions):

EXHIBIT C TO TERMS OF MEMBERSHIP

ANNUAL DUES

Annual Fees shall be determined by the Board in its discretion, but shall not be greater than 10,000 € per year.