

**Bylaws**  
**of**  
**IoT Ready Alliance, Inc.**

*A Delaware Nonprofit Nonstock Corporation*

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**ARTICLE I.  
NAME AND OFFICES**

**Section 1.1      Name.**

This corporation shall be known as the IoT Ready Alliance, Inc. (hereinafter referred to as the "Alliance"). IoT Ready™ and IoT Ready Alliance™ are the exclusive trademarks of Enlighted, Inc. ("Enlighted") and are used by the Alliance pursuant to a license between Enlighted and the Alliance.

**Section 1.2      Principal Office.**

The principal office of the Alliance shall be located at 2400 Camino Ramon, Suite 375, San Ramon, County of Contra Costa, State of California. The Board of Directors has full power and authority to change the location of the Alliance's principal office from time to time.

**Section 1.3      Other Offices.**

The Alliance may also have offices at such other places, within or without of the State of Delaware, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

**Section 1.4      Nonprofit Status.**

The Alliance is a Delaware nonprofit nonstock corporation and is not empowered to and shall not engage directly or indirectly in any activity, including distribution of its assets upon dissolution to any private individual, that would invalidate its status as an organization exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), by virtue of being an organization described in section 501(c) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

**ARTICLE II.  
PURPOSE**

The Alliance is a nonprofit nonstock corporation organized under the Delaware General Corporation Law for purposes including, but not limited to:

- Defining one or more specifications, best practices, reference architectures, implementation guidelines and standardized agreements to promote the adoption of an interface, called the IoT Ready interface, between LED lighting fixtures and corresponding Internet of Things (IoT) sensors;
- Providing a neutral forum to facilitate collaboration among members of the Alliance and enable delivery of the solutions required;
- Creating one or more trademarks to be placed by Alliance members on their certified solutions as an indicator that a member's products and services comply with the IoT Ready specifications;
- Sponsoring the creation of uniform conformance test procedures and processes to promote interoperability of IoT Ready enabled solutions;
- Driving the rapid adoption of Alliance-enabled solutions by developers and users of related products and services;

- Educating the enterprise, media, and analyst and user communities on the value, benefits and applications for the Alliance’s output;
- Maintaining relationships and liaisons with educational institutions, government research institutes, other technology consortia, and other third parties to enable their support and contribution to the work of the initiative; and
- Fostering competition in the marketplace and observing all applicable antitrust laws and regulations.

## **ARTICLE III. DEFINITIONS**

### **Section 3.1 “Affiliate”**

"Affiliate" shall mean a corporation, company or other entity that owns or controls a Participant, or is owned or controlled by a Participant or is under common control with a Participant, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For the purposes of this definition “own or controls” means owning or controlling, directly or indirectly, more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) or more than fifty percent (50%) of ownership interest representing the right to make the decisions for such corporation, company or other entity.

### **Section 3.2 “Associate”**

“Associate” shall mean a member of a non-voting class of Participants established in accordance with Section 4.6 who so qualifies in accordance with these Bylaws. Associates are not considered statutory members within the meaning of the Delaware General Corporation Law as applies to nonstock corporations but may be referred to as Alliance members.

### **Section 3.3 “Board Committee”**

“Board Committee” shall mean a committee of directors created by the Board of Directors and delegated Board authority pursuant to Section 6.13.

### **Section 3.4 “Committee”**

“Committee” shall mean a non-Board Committee created to perform general or special duties pertaining to the Alliance’s management, activities, or affairs, pursuant to ARTICLE VIII.

### **Section 3.5 “Deliverable”**

“Deliverable” shall mean any recommendation submitted by a Committee to the Board of Directors for approval as a Deliverable (e.g., draft specifications, final specifications, presentations, editorial material, graphics, etc.).

### **Section 3.6 “Director”**

“Director” shall mean a member of the Alliance’s Board of Directors.

### **Section 3.7 “Executive Director”**

“Executive Director” shall mean an employee or contractor of the Alliance whose duties and responsibilities are set forth in Section 7.10. The Executive Director shall be an individual who is not a member of the Board of Directors.

### **Section 3.8 “IP Policy”**

“IP Policy” shall mean the policy entitled “IoT Ready Alliance, Inc. Intellectual Property and Confidentiality Policy” as adopted by the Board of Directors, as it shall be amended from time to time in accordance with these Bylaws.

### **Section 3.9 “Member”**

“Member” shall mean a Participant with voting rights under state law. A Member is a statutory member within the meaning of Delaware General Corporation Law as applies to nonstock corporations.

### **Section 3.10 “Participation Agreement”**

“Participation Agreement” shall mean the applicable Sponsor Member Agreement, Associate Participation Agreement, or respective agreement for other classes of Participants, each as approved by the Board of Directors of the Alliance and applicable to the Participant in the context of that term herein.

### **Section 3.11 “Officer”**

“Officer” shall mean a Sponsor Member’s representative who has been elected to serve as an officer of the Alliance in accordance with Section 7.1.

### **Section 3.12 “Participant”**

“Participants” shall mean all the Associates and Members collectively and “Participant” shall mean an Associate or Member.

### **Section 3.13 “Sponsor Member”**

“Sponsor Member” shall mean a member of the Sponsor Member voting class of Participants who so qualifies in accordance with the provisions of these Bylaws. A Sponsor Member is a Member.

### **Section 3.14 “Supermajority”**

“Supermajority” shall mean an affirmative vote of two-thirds (2/3rds) or more of all of the Directors in office eligible to vote.

## **ARTICLE IV. PARTICIPANTS**

All Participants are required to abide by these Bylaws and to execute a Participation Agreement as a condition of becoming and remaining members of the Alliance.

### **Section 4.1 Participation Qualifications.**

The qualifications for participation in the Alliance are as follows: (i) the applicant must be a business entity or other legal entity competent to be bound by these Bylaws and all other agreements and undertakings required for participation in the Alliance as a Sponsor Member or Associate or such other class approved by the Board of Directors; (ii) the applicant must be supportive of the Alliance’s purposes, as acknowledged and agreed to in the applicable Participation Agreement; (iii) the applicant must not otherwise be prohibited by treaty, law, or regulation from abiding in any material respect by the terms of these Bylaws or other agreements and undertakings required for participation in the Alliance; and (iv) the applicant must pay the then-current annual dues applicable upon admission as a Participant and remain current on such dues thereafter.

Except for the foregoing requirements and as set forth in Section 4.5 of these Bylaws, there shall be no other requirements for admission of any Participant to the Alliance.

#### **Section 4.2 Sponsor Members.**

There shall be only one class of voting Members in the Alliance and such Members shall be known as “Sponsor Members”. Subject to any limitations of the Certificate of Incorporation or Delaware General Corporation Law, Sponsor Members shall have the rights, privileges, restrictions, and conditions established by the Board of Directors in accordance with these Bylaws.

#### **Section 4.3 Sponsor Members Rights.**

All Sponsor Members must execute a Sponsor Member Agreement, in the form approved by the Board of Directors, and pay the fees called for therein for Sponsor Members. Each Sponsor Member shall be entitled to the rights and bound by the obligations stated in the Sponsor Member Agreement. In addition, the Sponsor Members shall have the following rights which in the case of Board action and Committee and Work Group leadership are collective rights of the Sponsor Members:

- a) The right to a seat on the Board of Directors of the Alliance;
- b) The right of final approval of all Alliance Deliverables through Board action;
- c) The right to approve new Committees through Board action;
- d) The right to initiate through Board action, participate in, vote and chair Committees;
- e) The right to initiate through Board action, participate in, vote and chair Work Groups and through Board action select licensing schemes for each Work Group;
- f) The right through Board action to approve public statements, press release or similar public materials concerning the activities of the Alliance prior to making such materials public;
- g) The right through Board action to approve the annual Alliance budget;
- h) The right through Board action to establish annual dues for the various classes of Participants and determine the rights, privileges and obligations for each class of Associate;
- i) The right through Board action to adopt and modify the Bylaws, Antitrust Policy and IP Policy and other Alliance policies and procedures; and
- j) The right through Board action to adopt procedures to govern operations of Committees and Work Groups.

In addition to the foregoing, the Board of Directors, in accordance with Section 6.8.7, may from time to time approve other benefits to which all Sponsor Members may be entitled.

#### **Section 4.4 Number of Sponsor Members.**

The initial number of Sponsor Members shall be set at two (2). The initial two (2) Sponsor Members shall be referred to as the “Founding Members” or “Founding Sponsor Members”. The maximum number of Sponsor Members shall initially be set at eleven (11). The maximum number of Sponsor Members may be increased by the Board of Directors from time to time in accordance with these Bylaws.

#### **Section 4.5 Admission of Sponsor Members.**

The Founding Sponsor Members may be admitted by the incorporator prior to the first organizational meeting of the Alliance. The Founding Sponsor Members each shall have a seat on the Board of Directors in perpetuity so long as such Founding Sponsor Member remains in good standing.



An applicant other than a Founding Member qualified under Section 4.1 above and applying for membership as a Sponsor Member shall be admitted to membership as a Sponsor Member if:

- a) The number of Sponsor Members is lower than the maximum number then in effect in accordance with Section 4.4;
- b) Such applicant's membership as a Sponsor Member has been approved by the Board of Directors;
- c) Such applicant has executed a Sponsor Member Agreement; and
- d) Payment has been made by such applicant of the applicable annual dues as specified in the Sponsor Member Agreement.

#### **Section 4.6 Associates.**

The Alliance may, pursuant to resolutions adopted by the Board of Directors, have one or more classes of Associates. Such classes of Associates may be referred to by any designation given to them by the Board of Directors, which designation may include the words "member" or "membership"; provided, however that no classes of Associates shall be considered statutory members within the meaning of the Delaware General Corporation Law as applies to nonstock corporations.

All Associates must execute an Associate Participation Agreement, in a form approved by the Board of Directors, and pay the fees called for therein. Following execution of an Associate Participation Agreement and for so long as such agreement shall remain in effect, all Associates shall be entitled to all rights and privileges as defined by the Board of Directors and bound by all obligations stated therein.

Associates shall have only the rights and privileges specifically given to them by the resolutions adopted by the Board of Directors, and shall be subject to any conditions imposed by class thereon by the Board of Directors. Associates shall not be entitled to any voting rights with respect to the business or proceedings of the Alliance, including without limitation, any matters relating to the adoption of a Deliverable or any other matters presented to the Alliance and/or the Sponsor Members for voting or election.

#### **Section 4.7 Number of Associates.**

There is no limit on the number of Associates the Alliance may admit.

#### **Section 4.8 Admission of Associates.**

Subject to Section 4.1, an applicant applying for participation as an Associate shall be admitted if:

- a) Such applicant has executed an Associate Participation Agreement as applicable; and,
- b) Payment has been made by such applicant of the applicable annual dues as specified in the Associate Participation Agreement.

#### **Section 4.9 Fees and Dues.**

The annual dues payable to the Alliance by Participants shall be established and may be changed from time to time, by class and on a prospective basis, by the Board of Directors in accordance with these Bylaws. Initial dues shall be due and payable upon execution of a Participation Agreement according to terms defined in the applicable Participation Agreement. In addition to the termination provisions of Section 4.14.1, any Participant that is delinquent in the payment of Alliance dues shall be deemed suspended upon written notice from the Alliance until all delinquent dues are paid.

#### **Section 4.10 Participant Roll.**

The Alliance shall keep a roll containing the name and address of each Participant, the date upon which the applicant became a Participant, and the name and contact information of one (1) individual from each Participant organization who shall serve as a primary contact for the Alliance, receive all correspondence, notices and information, distribute such correspondence, notices and information within his or her organization, and in the case of Sponsor Members, vote on all issues submitted to a vote of Sponsor Members. Termination of the membership of any Participant shall be recorded in the roll, together with the date of termination of such Participant. Such roll shall be kept at the Alliance's principal office. Participation in the Alliance is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties. The Alliance will maintain compliance with all applicable data privacy regulations with respect to maintaining the roll.

The Alliance shall use addresses and other contact information provided by Participant on their Participation Agreements. If the address or other contact information of a Participant changes, it shall be the responsibility of the Participant to provide the Alliance with updated information.

#### **Section 4.11 Nonliability of Participants.**

No Participant of this Alliance, as such, shall be individually liable for the debts, liabilities, or obligations of the Alliance.

The Alliance may levy dues, assessments or fees upon Participants, but a Participant upon notice of any such dues, assessments, or fees may avoid liability therefor by resigning from membership within ninety (90) days of such notification, except where the Participant is, by contract or otherwise, liable for such dues, assessments or fees. No provision of the Certificate of Incorporation or these Bylaws authorizing such dues, assessments or fees shall, of itself, create such liability.

#### **Section 4.12 Transferability of Membership.**

Except to Affiliates, a Participant shall not be permitted to assign its Participation Agreement or its membership rights in the Alliance without prior written approval by the Board of Directors and any purported assignment without such written approval shall be null and void *ab initio*. For purposes of this Section 4.12 an "assignment" shall be deemed to include any transfer by operation of law, such as to a successor in interest in connection with a merger, unless the Participant involved in such transfer is the surviving entity following such transfer.

#### **Section 4.13 Transferability of Participation Classes.**

In the event that a Participant decides to transfer from one Participant class to another and complies with the admission criteria for the new Participant class provided by the Alliance, such Participant's previous membership class will be deemed terminated and a new membership will be deemed to be created in the new membership class, upon written notice filed with the Secretary of the Alliance and the satisfaction of the requirements of the new membership class.

#### **Section 4.14 Termination of Participation.**

The participation of a Participant shall terminate upon the occurrence of any of the following events:

##### **Section 4.14.1 Failure to Renew Membership.**

Upon a failure to initiate or renew membership by paying any required dues on or before their due date (as set forth in the applicable Participation Agreement), such termination to be effective thirty (30) days

after a written notification of delinquency. A Participant may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following written notification of delinquency.

#### **Section 4.14.2      Resignation.**

Upon written notice from the Participant of its resignation compliant with the provisions of the Participation Agreement. For clarity, the effective date of resignation is the date of notice to the Secretary or Executive Director.

#### **Section 4.14.3      Violation of Policies or Duties of Membership.**

A Sponsor Member may be expelled from the Alliance if the Disinterested Directors determine, after affording the Sponsor Member in question the right to be heard on the issue, that the Sponsor Member has violated any material provision of these Bylaws, the Sponsor Member Agreement, or other Alliance policies and procedures, including the requirements for membership as stated in Section 4.1 and failed to cure such violation.

An Associate may be expelled from the Alliance if the Directors determine, after affording the Associate in question the right to be heard on the issue, that the Associate has violated any material provision of these Bylaws, the Associate Participation Agreement, or other Alliance policies and procedures, including the requirements for participation as stated in Section 4.1 and failed to cure such violation.

For purposes of this Section 4.14.3, a “Disinterested Director” is a Director who is not the Designated Director of the Participant whose membership is subject to the vote for termination.

#### **Section 4.14.4      Participant Dissolution, Acquisition or Merger.**

A Participant’s membership shall automatically and without requirement of action by the Alliance terminate in the event that a Participant (i) merges with a non-Participant (unless the Participant is the surviving entity following such merger), (ii) is acquired by a non-Participant, and such Participant is dissolved or otherwise ceases to exist as a separate entity as a result of or following the merger or acquisition, or (iii) for any other reason such Participant dissolves. In the event that two (2) or more Participant organizations are merged or a Participant organization is acquired by another Participant organization, the resulting entity shall have only one (1) membership. Participants must notify the Alliance as to which party will continue as a Participant within five (5) days of the acquisition or merger.

#### **Section 4.15      Rights of Participation.**

Except as otherwise provided in these Bylaws or any other agreement or document of the Alliance, all rights in the Alliance shall cease on termination of the Participation Agreement. No Participant shall receive any refund of dues already paid for the current dues period upon termination.

#### **Section 4.16      Distribution of Assets Upon Dissolution.**

Upon a dissolution of this Alliance, and after all of the known debts and liabilities of this Alliance have been paid or adequately provided for in accordance with applicable state and federal corporate laws, any remaining net assets of the Alliance shall be distributed by the Board of Directors to one or more organizations selected by the Board of Directors that will help to further the purposes of the Alliance. No part of the Alliance’s net earnings will inure to the benefit of any Participant, Director, Officer or private person. Any such plan of distribution will be conducted in accordance with the Alliance’s tax status under Section 501(c)(6) of the Code.

## **ARTICLE V. MEETINGS OF PARTICIPANTS**

### **Section 5.1      Annual Meeting of the Participants.**

An annual informational meeting of the Participants may be held on such day and at such hour as may be announced by the Board of Directors. At the discretion of the Board of Directors, annual Participant meetings may be held in person, by audio, by videoconferencing techniques, or by any other means or combination thereof.

### **Section 5.2      Special Meeting of the Participants.**

Special meetings of the Participants may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by petition of at least fifty percent (50%) of the Sponsor Members for any purpose set forth in these Bylaws consistent with Article II. Within twenty (20) days after receipt of a request by any person or persons entitled to call a special meeting of the Participants, notice shall be given that the special meeting will be held at a time chosen by the Board of Directors. The meeting may be conducted in person, by audio, by videoconferencing techniques, or by any other means or combination thereof.

### **Section 5.3      Notice of Participant Meetings.**

Written notice of each annual informational meeting or special meeting of the Participants shall be given not less than fourteen (14) days before the date of the meeting. Such notice shall be given in accordance with Section 13.4. All such notices shall state the place, the date, and the hour of such meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called. Such notice shall describe the purpose of the meeting and shall identify a readily available source for further information, if appropriate.

### **Section 5.4      Quorum and Participant Action.**

Those Participants present at a properly noticed meeting of the Participants shall constitute a quorum. Each Participant shall have one (1) vote for each matter submitted to a vote to the Participants. Every act or decision done or made by a majority of the Participants present at a properly noticed meeting of Participants shall be the act of the Participants. Participant action shall be advisory in nature and shall not be binding on the Board of Directors.

### **Section 5.5      Special Meetings of the Sponsor Members.**

Special meetings of the Sponsor Members may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by petition of at least fifty percent (50%) of the Sponsor Members for any purpose set forth in these Bylaws consistent with Article II. Within twenty (20) days after receipt of a request by any person or persons entitled to call a special meeting of the Sponsor Members, notice shall be given that the special meeting will be held at a time chosen by the Board of Directors. The meeting may be conducted in person, by audio, by videoconferencing techniques, or by any other means or combination thereof permitted by Delaware General Corporation Law.

### **Section 5.6      Notice of Sponsor Member Meetings.**

Written notice of each special meeting of the Sponsor Members shall be given not less than fourteen (14) days before the date of the meeting in accordance with Section 13.4. All such notices shall state the place, the date, and the hour of such meeting, the purpose(s) for which the meeting is called, and shall state such matters, if any, as may be expressly required by the Delaware General Corporation Law. Such notice shall identify a readily available source for further information, if appropriate. A proposed agenda of items to be considered shall be distributed

prior to the meeting. The Secretary or any other Officer shall cause notice to be given, or notice may be given by those calling the special meeting.

#### **Section 5.7 Voting, Quorum, Action and Written Consent.**

Sponsor Members shall have the sole right to vote on any decision that is reserved to statutory members within the meaning of the Delaware General Corporation Law as applies to nonstock corporations and on those additional decisions that may be authorized to be submitted to a vote of the Members by the Board of Directors in accordance with these Bylaws. Each Sponsor Member shall have one (1) vote for each matter submitted to a vote by the Members. A majority of the Sponsor Members shall constitute a quorum. Unless otherwise required by Delaware General Corporation Law or these Bylaws, every act or decision done or made by a majority of Sponsor Members present at a properly noticed meeting of Sponsor Members shall be the act of the Sponsor Members. In lieu of a special meeting, Sponsor Members may take action by written consent in accordance with Delaware General Corporation Law.

### **ARTICLE VI. BOARD OF DIRECTORS**

#### **Section 6.1 Powers.**

Subject to the limitations of the Certificate of Incorporation, of these Bylaws, and of the Delaware General Corporation Law and subject to the duties of Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Alliance shall be controlled by, the Board of Directors. The Board of Directors shall have the power to (i) select and remove all Officers, agents, employees, and contractors, and to fix reasonable compensation thereof; (ii) to authorize and empower Officers or agents to enter into contracts and other commitments on behalf of this Alliance; (iii) to create Board Committees; (iv) to create Committees and Work Groups; (v) appoint and delegate responsibilities and authority to such Board Committees, Committees, Work Groups, Officers, and agents; (vi) select licensing schemes under the IP Policy for each Work Group; and (vii) approve final Deliverables in accordance with a process defined by the Board of Directors and compliant with the IP Policy.

#### **Section 6.2 Composition and Size of the Board of Directors.**

The number of Directors shall be equal to the number of Sponsor Members. Each Sponsor Member shall have the right to a seat on the Board of Directors so long as the Sponsor Member remains in good standing and participates as a Sponsor Member in the Alliance pursuant to the rules of applicable law, these Bylaws, the Certificate of Incorporation and Alliance policies. No Sponsor Member may have more than one (1) seat on the Board of Directors. For purposes of these Bylaws, a Sponsor Member and its Affiliates shall together be deemed to be one (1) Member.

#### **Section 6.3 Sponsor Member Designated Director.**

Each of the Sponsor Members may designate one (1) Director to serve on the Board of Directors. Such Director is referred to in these Bylaws as such Sponsor Member's "Designated Director". Each Director must be an employee, officer, director, or consultant of the respective Sponsor Member or an Affiliate thereof. Each Sponsor Member shall have the option to remove its Designated Director and replace such Designated Director at any time and from time to time, with or without cause. No other entity or entities shall have any right to remove a Sponsor Member's Designated Director. In the event of the removal of a Designated Director by the Board of Directors pursuant to Section 6.6 or Section 6.7 of these Bylaws, the respective Sponsor Member shall have the right to designate a different Designated Director.

#### **Section 6.4 Sponsor Member Alternate Director.**

Each Sponsor Member may designate an alternate representative to serve as a member of the Board of Directors on behalf of such Sponsor Member due to the unavailability of its standing Designated Director; each such alternate designee shall be referred to as an "Alternate Director Designee." Each Alternate Director Designee must be qualified to serve as a Director for the respective Sponsor Member pursuant to Section 6.3. When serving in the capacity of Director due to the unavailability of the current Designated Director, the Alternate Director Designee shall be deemed to be the Designated Director for such Sponsor Member without further notice and shall have all the rights, privileges and responsibilities of the Director established under these Bylaws and Delaware General Corporation Law. Alternate Director Designees shall be entitled to attend all regular and special meetings of the Board of Directors but shall only be deemed a Director and accorded voting rights during the unavailability of such Sponsor Member's standing Designated Director. Sponsor Members shall designate, and may change, their respective Alternate Director Designees at any time and from time to time by notice to the President, Executive Director or Secretary of the Alliance. No Sponsor Member shall be deemed to have more than one Designated Director serving at any time.

#### **Section 6.5 Vacancies; Resignations.**

Vacancies on the Board of Directors shall exist: (1) whenever a Director resigns from the Board of Directors; (2) whenever a Director resigns from or is terminated from employment by the Sponsor Member organization designating such Director or otherwise ceases to serve as an officer, director or consultant of such Member organization; (3) whenever a Director is removed from the Board of Directors in accordance with these Bylaws; (4) whenever the Sponsor Member that has designated the Director ceases to be a Sponsor Member; or (5) upon the death or incapacity of a Director.

Any Director may resign effective upon giving written notice to the President, the Secretary, the Executive Director, the Board of Directors, or to any Officer of this Alliance.

Unless the Sponsor Member is no longer a Sponsor Member, the Sponsor Member that had designated the resigning, terminated, deceased, incapacitated, or removed Director shall have the right to replace that Director with another Designated Director. Each Sponsor Member shall endeavor to provide its replacement Designated Director as soon as practicable and within thirty (30) days after the effective date of the Director's resignation, expiration, termination, death, incapacity, or removal.

#### **Section 6.6 Removal with Cause.**

The Board of Directors may declare vacant the office of any Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or, in case the Alliance is holding assets in charitable trust, been found by a final order or judgment to have breached any duty arising under Delaware General Corporation Law. A Director may also be removed with cause at any time by the Sponsor Member that designated such director.

#### **Section 6.7 Removal without Cause.**

Any one or more of the Directors may be removed without cause at any time by action of the Board of Directors in accordance with Section 6.8.7, provided that written notice of such removal is given to any Director so removed. A Director may also be removed without cause at any time by the Sponsor Member that designated such Director.

## **Section 6.8 Meetings.**

### **Section 6.8.1 Place of Meetings.**

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person, by audio, or videoconferencing techniques, or any other means or combinations thereof permitted under the Delaware General Corporation Law.

### **Section 6.8.2 Regular Meetings.**

The Board of Directors shall hold regular meetings a minimum of four (4) times annually. The Board of Directors shall specify the time and place for the holding of regular meetings of the Board of Directors.

### **Section 6.8.3 Special Meetings.**

Special meetings of the Board of Directors may be called by a simple majority of the then-current Board of Directors, or, by any person or persons specifically authorized under the Delaware General Corporation Law to call special meetings of the Board of Directors. The Executive Director or Secretary shall give at least five (5) calendar days prior notice of any special meeting to each Director. Notice shall be given in accordance with Section 13.4 and shall specify the purpose of the meeting and include an agenda noting any items requiring a vote.

### **Section 6.8.4 Consent to Meetings.**

The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice in accordance with Section 13.4.

### **Section 6.8.5 Action without Meeting.**

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall consent in writing to such action in one or more counterpart writings. Such written consent or consents shall be signed and may be sent either electronically or in a tangible writing and shall be filed with minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

### **Section 6.8.6 Telephone or Videoconference Meetings.**

Directors may participate in a meeting through use of conference telephone and/or videoconference or similar communications equipment, so long as all Directors and others participating in such meeting can hear and identify one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

### **Section 6.8.7 Quorum and Voting.**

Two-thirds (2/3rds) of the total number of Directors then in office shall constitute a quorum at any meeting of the Board of Directors. For avoidance of doubt, if at any time a Sponsor Member does not have a Designated Director in office, the number of Directors in office shall exclude such vacant Director position for all purposes including determination of quorum and calculation of the number of affirmative votes required for Board action.

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Certificate of Incorporation, these



Bylaws, or Delaware General Corporation Law specifically requires a greater number. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

The table below sets forth categories of acts or decisions and the number of affirmative votes required for the decision to be regarded as an act of the Board of Directors.

<b>Matter to be Voted On</b>	<b>Number of Affirmative Votes Required</b>
Changing the Alliance's Purpose	All directors minus one
Dissolution or merger of the Alliance, or transfer of all or substantially all of the Alliance's assets	All directors minus one
Admission of New Sponsor Members	Supermajority of all Directors
Selection of Licensing Scheme for Work Group deliverable	Supermajority of all Directors
Approving Final Deliverables	Supermajority of all Directors
Amendment to Certificate of Incorporation, Bylaws, Participation Agreements or IP Policy	Supermajority of all Directors
Addition or removal of classes of Associates	Supermajority of all Directors
Removal of Associates (non Sponsor Members) (in accordance with Section 4.14.3)	Supermajority of all Directors
Increasing the maximum number of Sponsor Members	Supermajority of all Directors
Election of Officers	Supermajority of all Disinterested Directors
Removal of Director (in accordance with Section 6.6 or Section 6.7) or Removal of Sponsor Member (in accordance with Section 4.14.3)	Supermajority of all Disinterested Directors
Removal of Officers	Supermajority of all Disinterested Directors
Defining or changing rights and privileges for Associates	Majority of Directors in attendance
Issue general press releases	Majority of Directors in attendance
Approval of new or revised Committee/Work Group Charters (excluding selection of Licensing Scheme)	Majority of Directors in attendance
General Business Matters – Budgets, Agents, Contracts, Insurance etc.	Majority of Directors in attendance

### **Section 6.8.8      Adjournment.**

A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.



### **Section 6.8.9      Conduct of Meetings.**

Meetings of the Board of Directors shall be presided over by the President, or in his or her absence, by an acting chairman chosen by a majority of the Directors present at that meeting. The Secretary shall act as secretary of all meetings of the Board of Directors, provided that, in his or her absence, the presiding Officer shall appoint another person to act as secretary of the Meeting. Meetings shall be governed by such procedures as may be approved from time to time by the Board of Directors, insofar as such rules are not inconsistent with or in conflict with the Certificate of Incorporation, these Bylaws, or with provisions of law. Where practical, the Board of Directors will model its procedures and actions on *Robert's Rules of Order*, although the Board shall not be required to adopt *Robert's Rules of Order* in its entirety or any part thereof.

### **Section 6.9      Compensation.**

Directors shall serve without compensation by the Alliance.

### **Section 6.10      Standard of Conduct.**

A Director shall perform the duties of a Director, including duties as a member of any Board Committee of the Board of Directors upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Alliance and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more Officers or employees of this Alliance whom the Director believes to be reliable and competent in the matters presented;
- b) Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or
- c) A Board Committee upon which the Director does not serve, as to matters within the Board Committee's designated authority, which Board Committee the Director believes to merit confidence;

provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Nothing in this Section 6.10 shall require a director to act in a way that would impair the interests of the Sponsor Member that designated the Director, or violate any agreements, rules, or policies arising out of his or her employment by the Sponsor Member.

Directors shall at all times comply with applicable anti-corruption regulations.

### **Section 6.11      Self-Dealing Transactions.**

As used in this section, a "self-dealing contract" is any contract or transaction (i) between the Alliance and one or more of its Directors, or between the Alliance and any corporation, firm, or association in which one or more of the Directors or, to the best of each respective Director's knowledge at the time the contract or transaction is proposed, or thereafter, one or more Participants is employed or has a material financial interest, or (ii) between the Alliance and a corporation, firm, or association of which one or more of its Directors or employees or consultants are Directors of the Alliance (collectively, "Interested Director(s)"). Pursuant to Delaware General Corporation Law, no self-dealing contract or other action shall be void or voidable because such Interested Director(s)

or corporation, firm, or association is a party or because such Interested Director(s) are present at the meeting of the Board of Directors or Board Committee which authorizes, approves, or ratifies the self-dealing contract or action, if:

- a) The material facts as to the Interested Director's relationship or interest and as to the self-dealing contract or action are disclosed or are known to the Board of Directors or Board Committee, and the Board of Directors or Board Committee in good faith approves the self-dealing contract or action by the affirmative votes of no less than two-thirds (2/3rds) of the Disinterested Directors, even though the Disinterested Directors be less than a quorum; or
- b) The self-dealing contract or action is fair as to the Alliance as of the time it is authorized, approved, or ratified, by the Board of Directors or Board Committee.

#### **Section 6.12 Advances for Expenses.**

To the extent a Director or Officer of the Alliance is a party to an action, suit, or proceeding as a result of such Director or Officer's service to the Alliance, the Alliance shall pay for or reimburse the reasonable expenses, including attorney's fees, incurred by such Director or Officer in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by Delaware General Corporation Law, as it exists on the date hereof or is hereafter amended.

#### **Section 6.13 Committees of Directors.**

The Board of Directors may create such other Board Committees of Directors, each consisting of two (2) or more Directors appointed by the Board, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such Board Committee by the Board of Directors, subject to the limitations contained in the Delaware General Corporation Law, or imposed by the Certificate of Incorporation or by these Bylaws. The Board of Directors may designate one or more Directors as alternate members of any Board Committee, who may replace any absent member at any meeting of the Board Committee.

### **ARTICLE VII. OFFICERS; EXECUTIVE DIRECTOR**

#### **Section 7.1 Officers.**

The Officers of the Alliance shall include a President, one or more Vice Presidents, Treasurer, and Secretary. The Alliance may have such other Officers with such titles as may be determined from time to time by the Board of Directors. All Officers shall be an employee or duly noticed representative of a Sponsor Member. One person may hold two or more offices except no single individual may authorize an act of the Alliance that requires the approval of two or more Officers.

#### **Section 7.2 Election and Term.**

The Officers of the Alliance shall be elected by the Board of Directors in accordance with this Section, and each Officer shall hold his or her office for a term of one (1) year, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified. The Board of Directors shall elect each Officer from among representatives of the Sponsor Members. Except as set forth elsewhere in these Bylaws, any removal from an Officer position does not limit the Director's rights as a member of the Board of Directors.

### **Section 7.3      Removal and Resignation.**

#### **Section 7.3.1      Removal.**

Any Officer may be removed, either with or without cause, by action of the Board of Directors at any regular or special meeting.

#### **Section 7.3.2      Resignation.**

Any Officer may resign at any time by giving written notice to the President, the Secretary, the Executive Director, the Board of Directors, or to any Officer of this Alliance. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Alliance under any contract to which the Officer is a party.

### **Section 7.4      Vacancies.**

A vacancy in any Officer position because of death, resignation, removal, disqualification, or any other cause shall be filled as soon as practicable in the manner prescribed in the Bylaws for regular appointments to such Officer position.

### **Section 7.5      President.**

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the General Manager and the Chief Executive Officer of the Alliance. The President shall have general responsibility for the supervision, direction, and control of the business and affairs of the Alliance. The President shall preside at all meetings of the Sponsor Members, the Participants and the Board of Directors. The President shall have such other powers and duties as may be designated from time to time by the Board of Directors. The President may delegate such duties to the Executive Director provided that the President appropriately supervises the Executive Director in his or her exercise of such duties. The President serves as an ex officio voting member of all Board Committees.

### **Section 7.6      Vice-Presidents.**

The Vice Presidents shall have other powers and perform such other duties as may be prescribed by law, by the Certificate of Incorporation, or by these Bylaws, or as may be prescribed by the Board. In the absence of a President, or in the event of his or her inability or refusal to act, a Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

### **Section 7.7      Treasurer.**

The Treasurer shall oversee the financial and accounting matters of the Alliance with respect to the receipt, deposit, and expenditure of funds. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Treasurer may delegate such duties to the Executive Director provided that the Treasurer appropriately supervises the Executive Director in his or her exercise of such duties.

### **Section 7.8      Secretary.**

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of the Alliance, if any, and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, and shall supervise the keeping of the records of this Alliance. The Secretary shall have such other powers and duties as may be designated from time to

time by the Board of Directors. The Secretary may delegate such duties to the Executive Director provided that the Secretary appropriately supervises the Executive Director in his or her exercise of such duties.

#### **Section 7.9 Compensation.**

Officers shall serve without compensation by the Alliance.

#### **Section 7.10 Executive Director.**

The Executive Director is not an Officer of the Alliance and is not a voting representative of the Board of Directors. Upon approval by the Board of Directors, the Executive Director may attend any Board of Directors, Committee, or Work Group meeting. The Officers and the Board of Directors may delegate any of their respective duties to the Executive Director, including but not limited to:

- a) scheduling and setting up meetings;
- b) facilitating communication between Participants, including providing timely notices of meetings;
- c) acting as the liaison to other consortia or associations with which the Alliance may choose to associate as instructed by the Board of Directors;
- d) providing Sponsor Members and as appropriate other Participants with timely minutes, summaries, and other reports with respect to the activities of the Alliance as may be prepared by the Secretary, other officers or the Executive Director;
- e) receiving and processing Participation Agreements, creating and updating lists of Participants, and executing Participation Agreements on behalf of the Alliance;
- f) archiving and holding Draft Deliverables; and
- g) performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

The Executive Director may engage third parties to undertake the activities described in this Section 7.10, provided that the Executive Director enters into appropriate contracts protective of the Alliance, and ensures compliance with terms and conditions of these Bylaws including confidentiality obligations. For avoidance of doubt, the Executive Director shall not enter into any contract on behalf of the Alliance unless such contract has been approved by the Board of Directors and the Executive Director has been delegated the responsibility of executing such contract by the appropriate Officer or Board of Directors.

### **ARTICLE VIII. COMMITTEES AND WORK GROUPS**

#### **Section 8.1 Committees of the Alliance.**

The Board of Directors may form (or disband) Committees composed of Directors, non-Directors or of Directors and non-Directors, as the Board of Directors deems advisable, to perform such general or special duties pertaining to the Alliance's management, activities, or affairs, provided that the activities and affairs of the Alliance shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board of Directors and provided further that Committees appointed pursuant to this Section 8.1 shall not have the authority of the Board of Directors.

Prior to forming a new Committee, the Board of Directors shall approve a Committee charter specifying the responsibilities of the Committee, the timeframe for development of any work product, the composition and leadership of the Committee, the procedures under which the Committee is to operate, and other requirements to which the Committee must adhere.

The Board of Directors may form the following Committees or other as it sees fit:

**Section 8.1.1      Technical Committee.**

The Technical Committee may be made up of Participant representatives as allowed by the Board of Directors. The Technical Committee shall be responsible for, among other things: (i) gathering, defining, and prioritizing requirements for Deliverables; (ii) creating a working plan to accomplish the technical objectives of the Alliance; (iii) approving creation and charter of Work Groups; (iv) reviewing and approving output of Work Groups; and (v) providing guidance to the Strategy and Marketing Committees as required.

**Section 8.1.2      Marketing Committee.**

The Marketing Committee may be made up of Participant representatives as allowed by the Board of Directors. The Marketing Committee shall be responsible for, among other things: (i) developing an Alliance marketing plan; (ii) driving education, outreach, and awareness programs; (iii) defining and promoting Alliance positioning; and (iv) managing communication to Participants.

**Section 8.1.3      Strategy Committee.**

The Strategy Committee may be made up of Participant representatives as allowed by the Board of Directors. The Strategy Committee shall be responsible for, among other things: (i) developing and maintaining long-range and annual strategic plans; (ii) developing an Alliance roadmap with deliverables and milestones at both an organizational and technical level; (iii) managing the overall Alliance funding and spend; and (iv) defining the timing and form of ecosystem expansion.

**Section 8.2      Removal of Committee Chairperson.**

Any Committee chairperson may be removed by the Board of Directors.

**Section 8.3      Work Groups.**

The Board of Directors may form (or disband) Work Groups composed of representatives of Participants, as the Board of Directors deems advisable, to perform such general or special duties as proposed by any Committee formed under Section 8.1, provided that the activities and affairs of the Alliance shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board of Directors and provided further that Work Groups formed pursuant to this Section 8.3 shall not have the authority of the Board of Directors.

The relevant Committee shall prepare a charter for any Work Group to be formed for the purpose of carrying out any duties of such Committee. The charter shall specify any Deliverables to be developed by the Work Group, the timeframe for development of such Deliverables, the composition and leadership of the Work Group, the procedures under which the Work Group is to operate, and other requirements to which the Work Group must adhere. The Board of Directors must approve the formation of each Work Group. The relevant Committee may propose modifications to a Work Group charter that shall become effective upon approval by the Board of Directors.

Participation in any Work Group shall be open to representatives of Participants as approved by the Board of Directors. Representatives appointed by Sponsor Members and, if applicable, representatives appointed Participants in another class of membership in the Alliance with voting rights in Work Groups, shall have the right to vote on any matters brought before a Work Group in which such representative has been appointed to participate, subject to the rights of that Participant as defined by the Board of Directors, any operating procedures applicable to the Work Group, and in accordance with the Work Group charter.

#### **Section 8.4 Mailing List of Committees and Work Groups.**

Each Committee and Work Group member will provide a working email address to be archived on the Committee or Work Group mailing list for formal group communication (e.g., for meeting announcements and minutes, documentation of decisions, and objections to decisions). It is the responsibility of the chair of the Committee or Work Group to ensure that new Participant representatives are subscribed to all relevant mailing lists.

#### **Section 8.5 Task Force of Work Groups.**

The chair of a Work Group may form task forces (composed of Work Group representatives) to carry out assignments for the Work Group. The scope of these assignments may not exceed the scope of the Work Group's charter. Each Work Group will document the process it uses to create its task force.

#### **Section 8.6 Committee and Work Group Compensation.**

Committee and Work Group representatives shall serve without compensation. Each Participant shall bear its own costs and expenses related to its participation in Committee, Work Group, or other Alliance meetings.

#### **Section 8.7 Deliverables.**

The Deliverables created by the Committees and Work Groups will be owned by the Alliance subject to the restrictions and rights set forth in the IP Policy.

#### **Section 8.8 Participation in More than One Work Group.**

Participant representatives may serve in an unlimited number of Work Groups, assuming such Participant meets the qualifications for such Work Groups.

#### **Section 8.9 Meetings of Committees and Work Groups.**

Each Committee and Work Group shall establish its own rules of procedure for convening meetings consistent with these Bylaws and its charter. Any meetings may be held by audio or video conferencing equipment so long as all Participant representatives in the meeting can hear one another. All Participant representatives participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. Each Committee and Work Group shall have a secretary (or appointee) keep minutes and provide such documents to the Secretary of the Alliance.

#### **Section 8.10 Committee and Work Group Approval Procedures.**

The Board of Directors shall adopt procedures to guide the proceedings of and voting in Committees and Work Groups. The Board of Directors will make these procedures and processes, and any revisions and modifications thereof, available to Committees and Work Groups promptly after they are adopted.

**ARTICLE IX.  
BOOKS AND RECORDS**

**Section 9.1 Books and Records.**

The Alliance shall keep adequate and correct books and records of accounts; minutes of the proceedings of the Board of Directors and Board Committees, and a record of the Participants giving their names and addresses and the class of membership held by each.

**Section 9.2 Inspection of Corporate Records by Members.**

The books of account and minutes of the proceedings of the Board of Directors, and of any Board Committees, shall be open to inspection at the principal office of this Alliance by each Sponsor Member at any reasonable time upon the written demand of such Sponsor Member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Sponsor Member's expense.

**Section 9.3 Record Date.**

- a) The Board of Directors may fix, in advance, a time in the future as the record date for the determination of Sponsor Members entitled to notice of any meeting, to vote, to cast written ballot, or to exercise any rights in respect of any other lawful action. Said record date shall not be more than sixty (60) days prior to the date of such vote, ballot, or other exercise of rights, except that the record date for notice of a meeting shall not be more than sixty (60) nor less than ten (10) days prior to the meeting date.
- b) A determination of Sponsor Members of record entitled to notice of or to vote at a meeting of Sponsor Members shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.
- c) If no record date is fixed by the Board of Directors, the record date shall be fixed in accordance with Delaware General Corporation Law.

**ARTICLE X.  
GRANTS, CONTRACTS, LOANS, ETC.**

**Section 10.1 Grants.**

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Alliance, may be authorized by the Board of Directors. The Board of Directors may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Alliance to make any such grants, contributions, or assistance.

**Section 10.2 Execution of Contracts.**

The Board of Directors may authorize any Officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Alliance and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent, or employee shall have any power or authority to bind this Alliance by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.



### **Section 10.3 Corporate Loans, Guarantees, and Advances.**

This Alliance shall not make any advances or make any loan of money or property to or guarantee the obligation of any Director or Officer, except as is expressly allowed under Delaware General Corporation Law.

### **Section 10.4 Checks, Drafts, Etc.**

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to this Alliance and any and all securities owned by or held by this Alliance requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

### **Section 10.5 Deposits.**

The funds of the Alliance not otherwise employed shall be deposited from time to time to the order of the Alliance in such banks, trust companies, or other depositories as the Board of Directors may select or as may be selected by an Officer, employee, or agent of the Alliance to whom such power may from time to time be delegated by the Board of Directors.

## **ARTICLE XI. INDEMNIFICATION**

### **Section 11.1 Actions other than by or in the Right of the Alliance.**

The Alliance shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Alliance) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Alliance, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Alliance, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Alliance, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

### **Section 11.2 Actions by or in the Right of the Alliance.**

The Alliance shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Alliance to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Alliance, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Alliance and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and



reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

### **Section 11.3 Success on the Merits.**

To the extent that any person described in Section 11.1 or Section 11.2 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

### **Section 11.4 Specific Authorization.**

Any indemnification under Section 11.1 or Section 11.2 (unless ordered by a court) shall be made by the Alliance only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by a majority vote of such Directors who were not parties to such action, suit or proceeding, even if less than a quorum; (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum; (3) by a majority vote of a quorum of the Sponsor Members who were not parties to such action, suit or proceeding; or (4) if there are no such Directors or Sponsor Members, or if such Directors or Sponsor Members so direct, by independent legal counsel in a written opinion.

### **Section 11.5 Advance Payment.**

Expenses incurred in defending a civil or criminal, administrative or investigative action, suit or proceeding may be paid by the Alliance in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in Section 11.1 or Section 11.2 to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Alliance as authorized in this Article XI.

### **Section 11.6 Non-Exclusivity.**

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article XI shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under these Bylaws, or any agreement, of Sponsor Members or Disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

### **Section 11.7 Jurisdiction of Delaware Court of Chancery.**

The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification. The Delaware Court of Chancery may summarily determine the Alliance's obligation to advance expenses (including attorneys' fees).

### **Section 11.8 Insurance.**

The Board of Directors may authorize the Alliance to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Alliance, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Alliance would have the power to indemnify him or her against such liability under the provisions of this Article XI.

### **Section 11.9 Continuation of Indemnification and Advancement of Expenses.**

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Alliance and shall inure to the benefit of the heirs, executors and administrators of such a person.

### **Section 11.10 Severability.**

If any word, clause or provision of this Article XI or any award made hereunder shall for any reason be determined to be invalid, the other provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

### **Section 11.11 Intent of Article.**

The intent of this Article XI is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the Delaware General Corporation Law. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article XI shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

## **ARTICLE XII. COMPLIANCE WITH ANTITRUST LAWS**

### **Section 12. Laws.**

The purpose of the Alliance is set forth in ARTICLE II. The Alliance is intended to foster competition in the marketplace and will in no event become involved in the competitive business decisions of the Participants, nor will it take or sanction the taking of any action that would have the intent or effect of restraining competition among and between such Participants or otherwise contravene applicable antitrust and competition law. Accordingly, each of the Participants of the Alliance hereby assumes responsibility to provide appropriate legal counsel to its representatives participating in any activity of the Alliance, including any meeting of the Alliance, Board of Directors, Committee, Working Group or other group established by the Alliance regarding the requirements of antitrust and competition law.

### **Section 12.2 Support for Antitrust Laws.**

The Alliance unequivocally supports the policy of competition served by the antitrust laws and uncompromisingly intends to comply strictly with such laws. Each Participant 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 act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations. It shall be the responsibility of every Participant of the Alliance to be guided by this policy of strict compliance with the antitrust laws in all of the Alliance's activities. It shall be the special responsibility of the Alliance's Officers and Committee and Working Group chairpersons to actively promote adherence to this policy in the course of activities pursued under their leadership.

## **ARTICLE XIII. MISCELLANEOUS**

### **Section 13.1 Public Inspection and Disclosure.**

The Alliance shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter as they become available. In addition, in the event that the Alliance provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the Alliance.

### **Section 13.2 Political Activities.**

The Alliance shall not make any political expenditure or lobbying expenditure, which would result in the loss of, or otherwise adversely affect, status as a corporation exempt from U.S. Federal income tax under Section 501(c)(6) of the Code.

### **Section 13.3 Communication Policies.**

#### **Section 13.3.1 Press Releases.**

No Participant may make a press or other public announcement regarding its activities as a Participant of the Alliance that names the identities of any other Participant unless prior written consent is received from any Participant named in the press release or public announcement. The Participant may make a press or other public announcement regarding any subject germane to its purposes and may identify Participant as a member of the Alliance.

#### **Section 13.3.2 Publication.**

The Alliance covenants that any Deliverable will be published to all Participants within thirty (30) days following adoption. The Alliance agrees that any publication of a Deliverable shall include appropriate disclaimers, as agreed by the Alliance, to prevent any third party from claiming that any rights are granted by implication or estoppel because of such publication.

### **Section 13.4 Notices**

#### **Section 13.4.1 Method of Delivery; Effectiveness; Electronic Communications.**

Subject to the provisions below relating to notice by electronic transmission to Participants, all written notices from the Alliance to Directors and Participants may be given at the Alliance's option by electronic mail, facsimile telecommunication, commercial delivery service, mail, or similar means, addressed to a Director or Participant at his, her or its address for such form of delivery as it appears on the records of the Alliance. Unless otherwise required by these Bylaws or by law, notice given pursuant to this Section 13.4 shall be deemed given: (1) if by facsimile telecommunication (A) to a Director, when directed to the number for such Director as it appears on the records of the Alliance, and (B) to a Participant, when directed to a number at which the Participant has consented to receive notice; (2) if by electronic mail (A) to a Director, when directed to the electronic mail address for such Director as it appears on the records of the Alliance, and (B) to a Participant, when directed to an electronic mail address at which the Participant has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the Director or Participant of such specific posting, upon the later of (A) such posting, and (B) the giving of such separate notice; (4) if by any other form of electronic transmission, when

directed to the Director or Participant; (5) if by in-hand delivery, at the time it is actually given; and (6) if by commercial delivery carrier or similar means, at the time when the same shall be deposited prepaid with the carrier.

#### **Section 13.4.2 Electronic Communications with Participants**

The Alliance may give notice by electronic transmission to any Participant who consents to receive notice by electronic transmission. Any consent by a Participant to receive notice by electronic transmission shall be revocable by that Participant by written notice to the Alliance. Any such consent shall be deemed revoked if (i) the Alliance is unable to deliver by electronic transmission two (2) consecutive notices given by the Alliance in accordance with such consent; and (ii) such inability becomes known to the Secretary of the Alliance, or to the other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Without limiting the foregoing, the Alliance adopts electronic mail as its principal source of communication with its Participants. Each Participant acknowledges and agrees that the Alliance shall not be under any obligation (except as otherwise required by the Delaware General Corporation Law or these Bylaws) to send any notice to any Participant by any means other than electronic mail, and it is therefore the responsibility of each Participant to avail itself of and make such arrangements as may be necessary to receive notice in such fashion.

#### **Section 13.4.3 Waiver of Notice.**

Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Each Director who (i) attends a Board meeting without protesting, prior thereto or at its commencement, or (ii) approves the minutes of such Board meeting, shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All waivers, consents, and approvals related to notice shall be filed with the Alliance records and made a part of the minutes of the meeting.

#### **Section 13.5 Mediation.**

The parties agree to first submit any controversy or claim between any Participant and the Alliance arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in the State of Delaware by a mediator to be selected by the parties from a panel selected by the American Arbitration Association. The parties agree to mediate in good faith over a minimum period of thirty (30) days. For clarity, this Section 13.4 does not apply to any controversy or claim arising from or relating to the IP Policy.

### **ARTICLE XIV. SEAL AND FISCAL YEAR**

#### **Section 14.1 Seal.**

The Board of Directors may, but shall not be required to, adopt a corporate seal, which shall be in the form of a circle and shall bear the full name of the Alliance and the year and state of its incorporation.

**Section 14.2    Fiscal Year,**

The fiscal year of the Alliance shall be determined, and may be changed from time to time, by resolution of the Board of Directors.

**ARTICLE XV.  
EFFECTIVE DATE AND AMENDMENTS**

**Section 15.1    Effective Date.**

These Bylaws shall become effective immediately upon their adoption by the Board of Directors.

**Section 15.2    Amendments.**

These Bylaws may only be altered, amended, or repealed, and new Bylaws may only be adopted by action of the Board of Directors in accordance with these Bylaws.