

**BYLAWS OF  
AVnu ALLIANCE (AVnu)  
(A Delaware Nonprofit Corporation)**

**ARTICLE 1. DEFINITIONS**

**SECTION 1.1. "Adopter"** shall mean all Participants of the Corporation who so qualify in accordance with the provisions of Sections 12 and 14.3 below.

**SECTION 1.2 "Affiliate" or "Affiliates"** means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition and the definition of Subsidiary in Section 1.13, "control" means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

**SECTION 1.3. "Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time.

**SECTION 1.4. "Confidential Information"** means only the following: (i) Draft Specifications; (ii) meeting minutes of any Work Group and Board of Directors; (iii) non-technical information that is not a Contribution (as defined in the Intellectual Property Rights Policy) and that is developed by the Corporation or any Participant for the purpose of promoting the Corporation or a Specification, such as the Corporation's public relations or promotional materials, trade show, Participant recruiting or Specification promotion plans, or drafts of any of the foregoing that is distributed by or to Participants (via the Corporation's information distribution infrastructure or otherwise) and identified or designated as confidential; (iv) all information disclosed by Participants prior to the date of this Agreement directly for the purposes of the Corporation or the formation of the Corporation; (v) all confidential information disclosed by any Participant in the manner specified in Section 16; and (vi) all other information that is designated as Confidential Information by the Board of Directors that is distributed to Participants (via the Corporation's information distribution infrastructure or otherwise) by an officer of the Corporation or a chairperson of a Work Group. Except as otherwise provided for above, Contributions are AVnu Confidential Information.

**SECTION 1.5. "Corporation"** shall mean the AVnu Alliance, (AVnu).

**SECTION 1.6. "Executive Director"**, if any, shall mean an officer of the Corporation whose duties and responsibilities are set forth in Section 5.9 below. The Executive Director shall not be a member of the Board of Directors.

**SECTION 1.7. "Founding Promoters"** shall mean those Participants designated as such in the minutes of the Organizational Meeting.

**SECTION 1.8. "Intellectual Property Rights Policy"** shall mean the Corporation's Intellectual Property Rights Policy ("IPR Policy"), as adopted and in effect, and as may be amended from time to time.

**SECTION 1.9. "Necessary Claims"** and **"Draft Specification"** and **"Final Specification"** and **"Contribution"** shall have the respective meanings given them in the IPR Policy.

**SECTION 1.10. "Organizational Meeting"** shall mean the meeting held by the Corporation on June 18, 2009.

**SECTION 1.11. "Participant"** shall mean a general reference to the collective group of Founding Promoters, Promoters, Adopters, and the Affiliates of each, and such other levels of participation in the Corporation as the Board of Directors may from time to time designate. Participant shall not mean a "member" as that term is used in Section 215 of Title 8 of the General Corporation Law of the State of Delaware. The Corporation shall not be deemed to have "members" for purposes of Delaware state law.

**SECTION 1.12. "Promoter"** shall mean all Participants of the Corporation who so qualify in accordance with the provisions of Sections 12 and 14.2, below. Unless otherwise stated herein, all references to "Promoters" shall include Founding Promoters.

**SECTION 1.13. "Subsidiary"** shall mean any entity now or hereafter that is directly or indirectly controlled by the subject party.

## **ARTICLE 2. OFFICES**

### **SECTION 2.1 PRINCIPAL OFFICE**

The principal office of the Corporation shall be located at 3855 SW 153rd Drive Beaverton, OR 97006, U.S.A., Attn: AVnu Administration. The Corporation may change its principal office upon notice to the Participants.

### **SECTION 2.2 CHANGE OF ADDRESS**

The designation of the Corporation's principal office may be changed from time to time by the Board of Directors. Such change of address shall be effective upon written notice to all Participants.

### **SECTION 2.3 OTHER OFFICES**

The Corporation may also have offices at such other places, within or without its state of incorporation, 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 2.4 REGISTERED AGENT AND OFFICE**

The Corporation shall continuously maintain in the State of Delaware both:

- (a) a registered agent, who shall be:
  - (1) an individual who resides in the State of Delaware;
  - (2) a corporation, a domestic business corporation, domestic limited liability company or domestic professional corporation with an office in the State of Delaware; or
  - (3) a foreign corporation, foreign business corporation, foreign limited liability company or foreign professional corporation authorized to transact business in the State of Delaware with an office in the State of Delaware; and
- (b) a registered office of the Corporation which shall be the residence or office address of the registered agent.

## **ARTICLE 3. PURPOSE AND POWERS**

### ***SECTION 3.1 CODE SECTION 501(c)(6) PURPOSES***

The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Code.

### ***SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES***

The purpose of the Corporation shall be to encourage and enable the rapid, broad and open industry adoption of standards-based networking features for time-sensitive, highly reliable audio/video applications. While the Layer-2 standards developed by the IEEE 802.1 AVB Task Group provide a foundation for said features, other standards and/or specifications will also be referenced or employed as necessary to provide a quality end-to-end compatibility and experience. To this end it is anticipated that the Corporation will engage in the following as appropriate:

1. Provide a forum where Participants identify and document test requirements for verifying conformance to relevant standards (e.g. the IEEE 802.1 AVB standards, but not strictly limited to these).
2. Educate customers as to the applications, value, and benefits of networked systems based on AVB standards.
3. Protect the needs of customers and increase competition among vendors by supporting the creation and implementation of conformance test procedures and processes that promote interoperability between systems provided by different vendors, thereby helping to ensure that (a) devices work together and (b) an ecosystem of interoperable devices is created.
4. Maintain relationships with other technology consortia and other organizations that support and contribute to the development of relevant technologies, standards, guidelines, and specifications. Examples include but are not restricted to DLNA, UPnP, AES, IETF, IEEE, CE4A, and the like in industries such as consumer electronics, automotive, and professional audio and/or video.
5. Encourage relevant organizations to reference specifications of the Corporation at various levels of the OSI layers (i.e. at the Layer-2 level, and above) depending on the scope and needs of the organization(s).
6. Where deemed necessary, the Corporation may authorize the creation of minor specifications that fill gaps left by SDOs, alliances, consortia and the like, but the Corporation must refrain from doing so unnecessarily.

In furtherance of these efforts, the Corporation and its Participants shall seek to solicit the participation and comments of all interested parties on a fair, equitable and open basis.

### ***SECTION 3.3 DURATION***

The duration of the Corporation shall be perpetual, but may be dissolved at any time upon a unanimous vote of all members of the Board of Directors.

### ***SECTION 3.4 COMPLIANCE WITH ANTITRUST LAWS***

Each of the Participants of the Corporation is committed to fostering competition in the development of new products and services, and the work of the Corporation is intended to promote such competition. 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 or applicable orders. Accordingly, each Participant hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Agreement regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Participant further acknowledges that it and each other Participant is free to develop competing technologies and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards. The Corporation shall adopt Antitrust Compliance Guidelines substantially similar to the ones attached hereto as Exhibit A.

## **ARTICLE 4. DIRECTORS**

### ***SECTION 4.1 NUMBER***

The number of Directors of the Corporation shall be set upon approval of the Board of Directors with not more than one dissenting vote, and may vary between a minimum of two (2) and a maximum of fifteen (15) Directors.

The Initial Board of Directors shall consist of seven (7) Directors, appointed pursuant to Section 4.3 (b), below. One or more additional directors may be added to the Board of Directors, the precise number to be determined by action of the Board of Directors. Any additional seats added by the Board, shall be an "Elected Director" seat and shall be filled pursuant to Section 4.3(c), below.

### ***SECTION 4.2 POWERS***

Subject to the provisions of the General Corporation Law of the State of Delaware and any limitations in the Certificate of Incorporation and these Bylaws, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

### ***SECTION 4.3 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS***

#### **(a) Qualification**

Each Director must be an employee of a Promoter. No Promoter may have more than one (1) representative elected or appointed to the Board of Directors. For purposes of these Bylaws, a Participant and its Affiliates shall be deemed as one (1) Participant.

#### **(b) Initial Appointment**

The Initial Board of Directors shall be appointed by the incorporator and shall consist of representatives of the Founding Promoters who have executed Founding Promoter Participation Agreements; such Participants shall contemporaneously at the Organizational Meeting of the Corporation submit their executed Founding Promoter Participation Agreements and tender all fees due and payable. Said members of the Initial Board of Directors shall serve until their term expires or terminates or until their successors are appointed.

Each Founding Promoter shall have the right while they remain a Participant in good standing to appoint a representative to serve on the Board of Directors.

Each Founding Promoter represented on the Board of Directors may also appoint an alternate representative to serve on the Board on a temporary basis should its designated representative become unavailable. Even if a designated representative to the Board of Directors is present, that Director's alternate representatives may also attend meetings of the Board of Directors, but in a nonvoting capacity. A represented Founding Promoter, by providing written notice to the Board of Directors, may replace an individual appointed by that Founding Promoter to the Board of Directors at any time either with its designated alternate representative or another designated representative of the Founding Promoter.

(c) Notice, Nomination and Election of Directors

The Executive Director will provide notice to all Promoters in good standing of a vacancy on the Board eligible to be filled by election at least sixty (60) days prior to the Annual Meeting of the Board of Directors. Non-founding Promoters may then nominate a representative for election to a vacant seat by providing written notice of the same to the Secretary not later than thirty (30) days prior to the Annual Meeting of the Board of Directors. Such notice shall include certification that that Promoter or its representative has actively participated in the activities of the Corporation during the prior twelve (12) month period.

At such time as all nominees for the Directors are known, the current Board of Directors shall select from amongst the nominees via majority vote and create an official ballot of not more than twelve (12) candidates. The Executive Director shall then provide each Promoter in good standing with a written slate containing the names of all final nominees no later than twenty (20) days before the Annual Meeting of the Board of Directors. Voting for the election of Directors shall be exclusively by written ballot received at least three (3) days before the Annual Meeting of the Board of Directors designated on the official ballot. Each Promoter in good standing may cast one (1) vote per open Director's seat, and may vote for as many candidates as the number of candidates to be elected to the new Board. The candidates receiving the highest number of votes shall be elected, up to the number of Directors to be elected.

In the event of a tie between two (2) or more individuals seeking election to the Board of Directors, then prior to seating the new members of the Board of Directors, a "run-off" election shall be conducted by the Secretary between those individuals tied after the initial vote. The candidates receiving the highest number of votes shall be elected, up to the number of remaining seats. For purposes of such a tie-breaking election, notice and voting shall be by electronic mail and shall occur as soon as reasonably possible after the initial tabulation of votes has been completed, but in any event, before the Annual Meeting of the Board of Directors is called to order.

***SECTION 4.4 TERM OF OFFICE AND VOTE OF NO CONFIDENCE***

Except as set forth herein, the Initial Board of Directors shall be appointed and serve until the later of his or her death, resignation or removal from office, or when their successors are appointed. Nothing contained herein shall prevent a Founding Promoter from reappointing the same individual to serve as its representative to the Board of Directors in subsequent terms, which shall be for one (1) year.

Should one of the Founding Promoters fail to designate a replacement individual to fill its seat on the Board of Directors then the individual previously filling that seat on behalf of that Founding Promoter shall continue on the Board of Directors for an additional one (1) year term (or terms). Each Founding Promoter shall designate its appointment to the Board of Directors in writing to

the Executive Director, on or before the date set for the Annual Meeting of the Board of Directors in the notice of such meeting.

Each representative of a Promoter elected to the Board of Directors shall be entitled to representation on the Board for a term of one (1) year. Elected Directors may serve for successive terms if duly elected.

If, at the Annual Meeting of the Board of Directors, a motion to hold a vote of no confidence concerning a member of the board receives one-half (1/2) or more vote of the number of Directors currently serving on the Board, then a vote of no-confidence shall be held. If the number of current, disinterested Directors minus one (1), cast votes of no-confidence regarding a Board member, whether elected or appointed, that Board member shall immediately withdraw from the Board. As used in this Section 4.4, “disinterested” shall mean a Director that is not the subject of a vote of no-confidence. For purposes of any vote of no-confidence procedure, an abstention from vote or failure to vote shall count as a vote of confidence.

Additionally, in the event that one-half (1/2) or more of the current members of the Board of Directors request a vote of no-confidence concerning any member of the Board who has not shown any meaningful contribution to the Corporation, then a special vote of no-confidence shall be held. Such a special vote of no-confidence shall be taken as soon as possible after the request, and the outcome of the vote shall be determined as per the process set forth in the preceding paragraph for a regularly scheduled vote of no-confidence. This special on-demand vote of no-confidence provision shall not become effective and applicable until one (1) year after the establishment of the Corporation. Any vacancies resulting from a vote of no-confidence shall be filled in accordance with the provisions of Section 4.14 below.

#### ***SECTION 4.5 DUTIES***

It shall be the duty of the Board of Directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Executive Director of the Corporation, and notices of meetings given in accordance with Section 4.10 shall be valid notices thereof;
- (f) Elect annually a Chairman to preside over the Board of Directors’ meetings or to take such action as may be agreed upon by the Board of Directors;
- (g) Establish, charter, modify charter and disband Work Groups (as defined in Section 6.1), as appropriate to conduct the work of the Corporation;
- (h) Establish policies and procedures for the consideration of changes or refinements to Final Specifications of the Corporation;
- (i) Consider for approval or rejection any public statement, press release or similar public materials concerning the Final Specifications or the business of the Corporation prior to making such materials public;
- (j) Consider for approval or rejection the Corporation’s annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;

- (k) Establish annual dues for the various classes of Participants and to determine the rights and obligations for each class of Participant not otherwise stated in these Bylaws;
- (l) Make a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in these Bylaws and the need to continue the existence of this entity going forward;
- (m) Establish or revise participation classes and the rights and privileges of the various classes of Participants;
- (n) Adopt and modify the Bylaws and IPR Policy;
- (o) Such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the Internal Revenue Code; and
- (p) Adopt such procedures to govern operations of Work Groups (or if necessary, for specific Work Groups) ("Work Group Procedures" or "Work Group Specific Procedures", as applicable).

#### ***SECTION 4.6 COMPENSATION***

Directors shall serve without compensation by the Corporation.

Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested Directors. As used in this Section 4.6, and in Section 5.10, the term "disinterested Directors" shall mean Directors not seeking compensation for such services, or whose Participant organization is not seeking compensation for such services.

#### ***SECTION 4.7 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 or by any combination of audio, document or videoconferencing techniques or any other means permitted under Section 211 of the General Corporation Law of the State of Delaware, as that Section may, from time to time, be amended.

#### ***SECTION 4.8 ANNUAL MEETINGS***

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of Participants. The appointment by Founding Promoters in good standing of new members of the Board of Directors shall be completed at or before the Annual Meeting of the Board of Directors.

#### ***SECTION 4.9 SPECIAL MEETINGS***

Special Meetings of the Board of Directors may be called by any one third (1/3) of the then current Board of Directors, or, if different, by the persons specifically authorized under the laws of the State of Delaware to call Special Meetings of the Board.

#### ***SECTION 4.10 NOTICE OF MEETINGS***

##### ***SECTION 4.10.1. PROCEDURE FOR NOTICE***

Unless otherwise provided by the Certificate of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:

- (a) Annual Meetings. The Executive Director of the Corporation shall give at least thirty (30) days' prior notice to each Director.

- (b) Special Meetings. The Executive Director of the Corporation shall give at least fourteen (14) days' prior notice to each Director.

The primary means for the provision of notice shall be via electronic mail to the Director at the electronic mail address as it appears on the records of the Corporation, provided that the Director to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) business days of the first notification. If notification is provided by airmail, such notice shall be deemed to be delivered after fourteen (14) days from the date deposited in the airmail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. If notification is provided by express courier services and the like, such notice shall be deemed to be delivered after three (3) days from the date of deposit. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in Section 211 of the General Corporation Law of the State of Delaware, as that section may, from time to time, be amended.

**SECTION 4.10.2. CONTENTS OF NOTICE**

In addition to all other information required to be provided by the General Corporation Law of Delaware, notice to Directors shall include a copy of all resolutions to be considered at the forthcoming meeting.

**SECTION 4.11 QUORUM FOR MEETINGS**

A quorum of the Board of Directors shall consist of two-thirds (2/3) the total number of Directors. In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

**SECTION 4.12 BOARD ACTION AND VOTING PERCENTAGES**

Except as otherwise provided in the Certificate of Incorporation, these Bylaws or if provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon a two-thirds (2/3) vote of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors.

The following voting percentages shall be required for any motion, act or decision to be an action of the Board of Directors with respect to the following matters:

<b>Matter to be Voted On</b>	<b>Number of Affirmative Votes Required</b>
(a) General business matters	A two-thirds (2/3) vote of the Quorum.
(b) Changing or modifying these Bylaws.	The number of Directors currently serving on the Board of Directors, minus one (1)
(c) Holding a vote of no-confidence	One-half (1/2) vote of the number of Directors currently serving on the Board of Directors.
(d) Setting the number of Directors	The number of Directors currently serving on the Board of Directors, minus one (1).
(e) Termination of a Participation Agreement	The unanimous vote of all disinterested Directors.
(f) Election of Officers	Majority vote of the Quorum.
(g) Removal of Officers	The number of Directors currently serving on the Board of Directors, minus one (1).
(h) Calling a special meeting of the Board of	One-third (1/3) of the number of Directors

Directors or a meeting of Participants	currently serving on the Board of Directors.
(i) Removing a Director through the no-confidence procedure described in Section 4.4	Unanimous vote of all disinterested Directors (as defined in 4.4), minus one (1).
(j) Electing a Chairman	Majority vote of the Quorum

The term “number of Directors currently serving on the Board of Directors,” as used in these Bylaws, refers to the number of elected or appointed individuals serving as Directors at the time of determination, or any individual appointed by a Founding Promoter or Promoter as an alternate for the Director. If an individual serving on the Board of Directors, whether a Director or an appointed alternate, is present at a meeting, but abstains from voting on a matter, for purposes of that vote, the “number of Directors currently serving on the Board of Directors,” shall not be reduced.

**SECTION 4.13 CONDUCT OF MEETINGS**

Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his or her absence, by an acting Chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

To the extent permitted by applicable law, a Founding Promoter’s alternate representative to the Board of Directors may attend a Board of Directors’ meeting and vote in place of said absent Director should said Director be unavailable to attend such meetings. Should neither the Director or the designated alternate be available for said meeting, a Director may designate an alternate representative from the same Participant entity to attend a Board of Directors’ meeting and vote in place of said absent Director pursuant to a proxy signed by said Director.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, 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, *Robert’s Rules of Order* shall be used as a guide in the conduct of meetings.

Directors may participate in a regular or Special Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such Meeting. Participation in a Meeting pursuant to this Section 4.13 constitutes presence in person at such meeting.

**SECTION 4.14 VACANCIES; RESIGNATIONS**

Vacancies on the Board of Directors shall exist whenever: (1) the number of authorized Directors is increased; (2) an individual serving as a representative to the Board of Directors (hereafter a "Director") resigns from the Board of Directors; (3) a Director resigns from or is terminated from employment by the organization employing the Director at the time of the Director’s appointment or election; (4) a Director’s organization terminates its representation on the Board of Directors or terminates its Participation Agreement; (5) a Director loses a vote of no-confidence; (6) a Director is found to have missed more than three (3) consecutive, regularly noticed meetings without cause; and (7) whenever a Director is removed from office with or without cause, as permitted by and in accordance with the laws of the State of Delaware.

Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Board of Directors. If the Corporation is left without a duly appointed Director or Directors in charge of its affairs, the Corporation shall dissolve.

The Promoter employing the resigning or removed Director may replace that Director with another employee or representative by providing the Executive Director with written notice of the same within thirty (30) days after the effective date of the Director's resignation, termination or removal. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the Director's employment with the Founding Promoter or Promoter is for any reason terminated. A person appointed to fill a vacancy on the Board shall hold office until the end of the term of the individual being replaced or until his or her death, resignation or removal from office.

If the Promoter who has the right under this Section 4.14 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Promoter employing the Director has terminated its Participation Agreement or loses a vote of no-confidence, the vacancy shall not be refilled until the next Annual Meeting of the Board of Directors.

In the event that two (2) or more Directors' Participant organizations are merged or a Director's Participant organization is acquired by another Director's Participant organization, the resulting or acquiring Participant shall designate which of the Directors is to remain on the Board and the other Director or Directors shall be removed from the Board immediately upon the closing of the acquisition or merger. Should this process result in a reduction in the number of Promoter, but not Founding Promoter, representatives on the Board of Directors, the seat vacated thereby shall be filled from among the Promoters by vote of the remaining members of the Board of Directors and such Director shall serve until the next Annual Meeting of the Board of Directors or until his or her death, resignation or removal from office.

#### ***SECTION 4.15 NONLIABILITY OF DIRECTORS***

To the extent permissible under Delaware and U.S. Federal law, Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

#### ***SECTION 4.16 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS***

To the fullest extent permitted by the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended, the Corporation shall indemnify and defend any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that the person is or was a Director of the Corporation and acting on behalf of the Corporation; and

This Section 4.16 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of Directors or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the Corporation.

#### ***SECTION 4.17 INSURANCE FOR CORPORATE AGENTS***

Except as may be otherwise provided under provisions of law, the Board of Directors, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on

behalf of any particular agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Certificate of Incorporation, these Bylaws or provisions of law.

***SECTION 4.18 BOARD ACTION WITHOUT A MEETING***

Any Action that the Board of Directors is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Consent by a member of the Board sent by email or other electronic means is considered written consent to the extent permissible under the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended. Such action by signed consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

***SECTION 4.19 CHAIRMAN OF THE BOARD***

At each Annual Meeting of the Board of Directors, the members of the Board of Directors shall elect by majority vote a Chairman of the Board from among the Directors. The Chairman of the Board may also act as the President of the Corporation. The Board of Directors may remove the then-current Chairman of the Board, with or without cause, via a unanimous vote of the members of the Board of Directors, minus one (1). Said removal as the Chairman of the Board of Directors may not act as a removal from the Board of Directors without further action as provided for under these Bylaws. In the event that the Chairman steps down or is removed for any reason, the Board of Directors shall elect a new Chairman of the Board.

**ARTICLE 5. OFFICERS**

***SECTION 5.1 DESIGNATION OF OFFICERS***

The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors. With the exception of the Executive Director, all officers shall be an employee or representative of a Promoter.

***SECTION 5.2 ELECTION AND TERM OF OFFICE***

Officers shall be elected by majority vote of the Board of Directors, at each Annual Meeting of the Board of Directors, and each officer shall hold office until he or she dies, resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

***SECTION 5.3 REMOVAL AND RESIGNATION***

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon unanimous vote of the members of the Board of Directors, minus one (1). An officer who is also an employee of a Participant shall automatically be removed if the employer of the officer terminates its participation in the Corporation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions

of this Section 5.3 shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

#### ***SECTION 5.4 VACANCIES***

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

#### ***SECTION 5.5 DUTIES OF PRESIDENT***

The President shall be the chief executive officer and, if a Director, may also be the Chairman of the Board of Directors of the Corporation. The President, acting in the capacity of the President, shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors, including presiding as chairperson at all meetings of the Participants.

Except as otherwise expressly provided by law, by the Certificate of Incorporation, or by these Bylaws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

#### ***SECTION 5.6 DUTIES OF VICE PRESIDENT***

In the absence of the President, or in the event of his or her inability or refusal to act, the 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.

The Vice President 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 of Directors.

#### ***SECTION 5.7 DUTIES OF SECRETARY***

The Secretary shall:

1. Certify and keep at the principal office of the Corporation the original, or a copy, of the Certificate of Incorporation, these Bylaws and any amendments to either document.
2. Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors and of Participants, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
4. Advise the Participants in writing of all results of any election of Directors.

5. Be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation.
6. Keep at the principal office of the Corporation a Participant book containing the name and address of each and any Participants, and, in the case where any participation has been terminated, he or she shall record such fact in the Participant book together with the date on which such participation ceased.
7. Exhibit at all reasonable times to any Participants of the Corporation, or to the Participant's agent or attorney, on request therefore, these Bylaws, the Participant book, and the minutes of the proceedings of the Participants of the Corporation.
8. In general, perform all duties incident to the office of Secretary 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.

#### ***SECTION 5.8 DUTIES OF TREASURER***

The Treasurer shall:

1. Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.
2. Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
3. Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
4. Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
5. Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefore.
6. Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
7. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
8. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Certificate of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

***SECTION 5.9 EXECUTIVE DIRECTOR***

The Executive Director of the Corporation shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

1. Scheduling and setting up meetings.
2. Facilitating communication between Participants, including providing timely notices of meetings. Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.
3. Providing Participants with timely minutes, summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director.
4. Receiving and processing participation agreements, and executing them on behalf of the Corporation.
5. In general, 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 such activities, provided that the Executive Director enters into appropriate contracts protective of the Corporation, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

***SECTION 5.10 COMPENSATION***

With the exception of the Executive Director, whose services shall be provided pursuant to a consulting and services agreement between the Corporation and an outside contractor, the officers shall serve without compensation by the Corporation, unless the Board of Directors authorizes compensation.

Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a majority of disinterested Directors as defined in Section 4.6, above.

**ARTICLE 6. WORK GROUPS**

***SECTION 6.1 WORK GROUPS OVERVIEW***

The Corporation shall have such committees as may from time to time be designated upon vote of the Board of Directors (“Work Groups”). It is anticipated that the Board of Directors will designate a Technical Work Group.

Meetings and actions of Work Groups shall be governed by, noticed and held in accordance with written Work Group Procedures to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Work Group Procedures.

## ***SECTION 6.2 MEETINGS AND ACTION OF WORK GROUPS***

### ***SECTION 6.2.1 FORMATION***

Any Promoter may propose to the Board of Directors the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group, and the Participants that initially desire to participate in such Work Group. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, (ii) approve or disapprove the charter of such Work Group and (iii) appoint the initial and any replacement chairperson of such Work Group from among the Promoters, which chairperson shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint said chairperson. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Promoters as well as the then-current Work Group Procedures that will govern the actions of such Work Group. Without limiting the powers of the Board of Directors as stated in these Bylaws, all output of Work Groups, including but not limited to Draft Specifications, and modifications thereto, shall be subject to review and approval of the Board of Directors in accordance with the IPR Policy prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Participants.

### ***SECTION 6.2.2 COMPOSITION***

Subject to the approval of the Work Group chairperson and the Board of Directors, a Promoter company may become a member in the Work Group. Any Promoter in good standing is eligible to apply for membership in any Work Group; however, it is expected that the Promoter company meet and maintain objective minimum requirements for membership in a Work Group. The Board of Directors may develop and publish guidelines which establish the objective minimum requirements as part of the general Work Group Procedures.

### ***SECTION 6.2.3 RECORD OF ACTIVITIES***

The Work Group shall elect a secretary or other person to document and record the Work Group's activities.

### ***SECTION 6.2.4 MEETINGS***

Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Board of Directors. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures or Work Group Specific Procedures adopted by the Board of Directors. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

### ***SECTION 6.2.5 REMOVAL FROM WORK GROUPS***

The then-current Work Group Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

## **ARTICLE 7. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### ***SECTION 7.1 EXECUTION OF INSTRUMENTS***

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee

shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

***SECTION 7.2 CHECKS AND NOTES***

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation with a value of less than Twenty-Five U.S. Thousand Dollars (US\$25,000) shall be signed by the President, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Twenty-Five Thousand U.S. Dollars (US\$25,000), shall require the signatures of two (2) or more of the above-listed officers.

***SECTION 7.3 DEPOSITS***

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**ARTICLE 8. CORPORATE RECORDS AND REPORTS**

***SECTION 8.1 MAINTENANCE OF CORPORATE RECORDS***

The Corporation shall keep at its principal office:

- (a) Minutes of all meetings of the Board of Directors, all meetings of committees of the Board of Directors, all meetings of any Work Group, all meetings of Promoters, and all meetings of Participants, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof including all proxies;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- (c) A record of its Participants, if any, indicating their names and addresses and, if applicable, the class of participation held by each Participants and the termination date of any participation agreement; and
- (d) A copy of the Corporation's Certificate of Incorporation and these Bylaws as amended to date, which shall be open to inspection by the Participants, if any, of the Corporation at all reasonable times during office hours.

***SECTION 8.2 INSPECTION RIGHTS***

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Participants shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records and properties of this Corporation as may be required under the Certificate of Incorporation, other provisions of these Bylaws, and provisions of law.

***SECTION 8.3 RIGHT TO COPY AND MAKE EXTRACTS***

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 8 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

***SECTION 8.4 PERIODIC REPORT***

The Board shall cause any annual or periodic report required under the laws of Delaware to be prepared and delivered to an office of the State of Delaware or to the Participants, if any, of this Corporation, to be so prepared and delivered within the time limits set by law.

**ARTICLE 9. IRC 501(c)(6) TAX EXEMPTION PROVISIONS**

***SECTION 9.1 LIMITATION ON ACTIVITIES***

Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(6) of the Internal Revenue Code.

***SECTION 9.2 PROHIBITION AGAINST PRIVATE INUREMENT***

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Participants, Directors or trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.

***SECTION 9.3 DISTRIBUTION OF ASSETS***

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more "Qualified Organizations," as defined below, as the Board of Directors shall determine. For purposes of this Section 9.3 "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

**ARTICLE 10. AMENDMENT OF BYLAWS**

Except where otherwise provided for in individual Articles herein, or Attachments, these Bylaws and any Attachments, or any of them, shall only be altered, amended, or repealed, and new Bylaws adopted, upon approval of the Board of Directors with not more than one (1) dissenting vote.

## **ARTICLE 11. CONSTRUCTION AND TERMS**

### ***SECTION 11.1 CONFLICT***

If there is any conflict between the provisions of these Bylaws and the Certificate of Incorporation of the Corporation, the provisions of the Certificate of Incorporation shall govern.

### ***SECTION 11.2 UNENFORCEABLE***

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holdings.

### ***SECTION 11.3 REFERENCES***

All references in these Bylaws to the Certificate of Incorporation shall be to the Certificate of Incorporation filed with an office of the State of Delaware and used to establish the legal existence of the Corporation.

## **ARTICLE 12. PARTICIPATION PROVISIONS**

### ***SECTION 12.1 DETERMINATION AND RIGHTS OF PARTICIPANTS***

The Corporation shall have such classes of participation ("Participation Classifications") as defined by the Board of Directors, including the initial classifications set forth in the definition of Participant above. No Participant shall hold more than one (1) Participation Agreement in the Corporation. For purposes of this Section a Participant and its Affiliates shall be deemed one (1) Participant. Except as expressly provided in or authorized by the applicable Participation Agreements, the Certificate of Incorporation, these Bylaws, or provisions of law, all Participants shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors.

Among the benefits generally to be afforded to the Participants are the right to attend meetings of the general Participants of the Corporation, access to Final Specifications and market requirements documents as may be approved by the Board of Directors, and access to the general Participants' portions of the Corporation's web site.

### ***SECTION 12.2 QUALIFICATIONS FOR PARTICIPATION***

The qualifications for participation in the Corporation are as follows:

Any company or individual supportive of the Corporation's purposes as defined in Section 3.2, and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and the Corporation's IPR Policy, and who pays the then-current annual dues applicable to its Participation Classification. Additionally, each Participant hereby agrees not to load the membership of any Work Group of the Corporation for the purpose of obstructing the purpose of the Corporation or the progress or purpose of that Work Group.

### ***SECTION 12.3 FEES AND DUES***

The annual dues payable to the Corporation by each class of Participants shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues shall be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues shall

be due and payable as specified in the Participation Agreement. If any Participant is delinquent in the payment of dues, such Participant's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

***SECTION 12.4 NUMBER OF PARTICIPANTS***

There is no limit on the number of Participants the Corporation may admit. The Board of Directors may, however, in its sole discretion, limit the number of Participants so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants from such Participant classification.

***SECTION 12.5 PARTICIPANT ROLL***

The Corporation shall keep a participant roll containing the name and address, including electronic mail addresses, of each Participant, the date upon which the applicant became a Participant, and the name of one (1) individual from each Participant organization who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute this information within his or her organization, and vote on all issues submitted to a vote of the Participant. Termination of the Participation Agreement of any Participant shall be recorded in the roll, together with the date of termination of such participation. Such roll shall be kept at the Corporation's principal office. Participation in the Corporation is a matter of public record; however, participation lists will not be sold or otherwise be made available to third parties.

***SECTION 12.6 NONLIABILITY OF PARTICIPANTS***

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

***SECTION 12.7 NONTRANSFERABILITY OF PARTICIPATION AGREEMENTS***

All rights of participation cease upon the Participant's dissolution. No Participation Agreement may be assigned without the prior written consent of the Corporation, and any purported assignment without such written approval shall be null and void.

***SECTION 12.8 TERMINATION OF PARTICIPATION***

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

- (a) Upon a failure to initiate or renew a Participation Agreement by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Participant by the Secretary or Executive Director of the Corporation. A Participant may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Participant's receipt of the written notification of delinquency.
- (b) Upon fifteen (15) days' written notice from the Participant.
- (c) Immediately upon withdrawal pursuant to Section 2.4 of the IPR Policy.
- (d) Upon unanimous vote of all disinterested Directors when such Directors determine, after affording the Participant in question the right to be heard on the issue, that the Participant has violated the policies, procedures and duties of participation herein, including the requirements for participation as stated in Section 12.2, above.

(e) Upon a Participant's dissolution.

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) Participation Agreement and one (1) vote in all Participant votes thereafter. The former voting Participant may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof.

All rights of a Participant in the Corporation shall cease on termination of a Participation Agreement as herein provided. A Participant terminated from the Corporation shall not receive any refund of dues already paid for the current dues period.

## **ARTICLE 13. MEETINGS OF PARTICIPANTS**

### ***SECTION 13.1 CALL FOR MEETINGS OF PARTICIPANTS***

A meeting of Participants may be called only by Board of Directors constituting at least one third (1/3) of the total number of Directors.

### ***SECTION 13.2 NOTICE OF MEETING***

The Executive Director shall give at least one (1) calendar week prior notice of a meeting to each Participant, provided that at least two (2) calendar weeks prior notice will be required for all meetings requesting in-person attendance. The primary means for the provision of notice shall be via electronic mail to the Participant at the electronic mail address as it appears in the Secretary's records. If notification is also provided by airmail, such notice shall be deemed to be delivered after fourteen (14) days from the date deposited in the airmail addressed to the Participant at the address as it appears in the Executive Director's records, with postage prepaid. If notification is provided by express courier services and the like, such notice shall be deemed to be delivered after three (3) days from the date of deposit. Personal notification may also include notification by telephone, facsimile, or other electronic means. Notwithstanding the foregoing, the one (1) calendar week prior notice period may be waived by unanimous consent of the Board of Directors.

### ***SECTION 13.3 MEETINGS***

A meeting of Participants shall be held at places and times as may be agreed to by a majority of the Participants. Meetings may be attended in person or by any combination of in person or audio, document or videoconferencing techniques.

### ***SECTION 13.4 QUORUM FOR MEETING OF PARTICIPANTS***

A quorum of the Participants shall consist of those Participants in attendance.

### ***SECTION 13.5 REPRESENTATIVES***

Each Participant shall designate in writing to the Secretary or Executive Director, if any, one (1) individual to act as its representative. Each Participant may also designate an alternate to act in the event that the primary representative is unable to attend a meeting or act on its behalf.

### ***SECTION 13.6 CONDUCT OF MEETINGS***

Meetings of the Participants shall be presided over by the individual representative of the Executive Director, or in his or her absence, by an acting Chairman chosen by a majority of the Participants present at that meeting. The Secretary shall act as secretary of all meetings of Participants, provided that, in his or her absence, a person appointed by the Secretary shall act as secretary for that meeting. Meetings shall be governed by such procedures as may be approved from time to time by the Participants.

### ***SECTION 13.7 ADVISORY VOTING***

All votes of Participants are advisory in nature only and do not act to bind or direct the Corporation's decisions, actions, or policies. Each Participant shall have one (1) and only (1) vote on each matter submitted to a vote. A Participant's designated representative or alternate, if applicable, shall be the only person entitled to cast a vote on behalf of the Participant. Voting at meetings shall be by a show of hands in the case of Participants attending in person, by voice ballot for Participants attending by audio, videoconferencing or teleconferencing, or electronically for matters submitted for vote via electronic means.

## **ARTICLE 14. PARTICIPANT CLASSIFICATIONS**

### ***SECTION 14.1 FOUNDING PROMOTERS***

The Corporation shall have Founding Promoters. All Founding Promoters must execute a Founding Promoter Participation Agreement and pay the fees called for thereon for Founding Promoters and all Founding Promoters shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Participants. In addition, Founding Promoters shall be granted the specific additional rights stated in this Section 14.1 and shall be subject to the rights and obligations applicable to Promoters as provided in the IPR Policy.

Among other benefits specifically afforded to Participants who remain in good standing, Founding Promoters shall be entitled to those benefits afforded to Promoters and Adopters, and in addition:

- (1) The right to appoint a representative to the Board of Directors of the Corporation, (for clarification, Founding Promoters have no right to submit nominations for elected Director seats);
- (2) Subject to Article 15, the right to be listed (with a hyperlink to the Founding Promoter's web site) as a Founding Promoter on the Corporation's web site;
- (3) Subject to Article 15, the right to be listed as a Founding Promoter in all press releases and at all events of the Corporation.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Founding Promoters may be entitled. The precise benefits of each Participant class at any point in time shall be set forth on the Corporation website.

### ***SECTION 14.2 PROMOTERS***

- (a) The Corporation shall have Promoters. Applicants for Promoter, qualified under Section 12.2 above and applying for participation, shall be admitted to participation upon the affirmative vote of two-thirds (2/3) of the Quorum of the Board of Directors, affirmation of the Certificate of Incorporation, these Bylaws, and the IPR Policy; the execution of a Participation Agreement; and payment of the applicable annual dues as specified in the

Participation Agreement. No new Promoters may be admitted during a Review Period as set forth in Section 2 of the IPR Policy.

- (b) All Promoters must execute a Promoter Participation Agreement and pay the fees called for thereon for Promoters. Once accepted, Promoters shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Participants. In addition, Promoters shall be granted the specific additional rights stated in this Section 14.2 and shall be subject to the rights and obligations applicable to Promoters as provided in the IPR Policy.
- (c) Among other benefits specifically afforded to Participants who remain in good standing, Promoters shall be entitled to those benefits afforded to Adopters, and in addition:
  - (1) Eligibility to submit nominations for election to the Board of Directors of the Corporation;
  - (2) Eligibility to be appointed or elected as an officer of the Corporation;
  - (3) Subject to Article 15, the right to be listed as a Participant and Promoter in all press releases of the Corporation;
  - (4) The right to participate in Work Groups; and
  - (5) The right to chair Work Groups (subject to Board of Director appointment pursuant to Section 6.2.1 hereof).

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoters may be entitled. The precise benefits of each Participant class at any point in time shall be set forth on the Corporation website.

### ***SECTION 14.3 ADOPTERS***

- (a) The Corporation shall have Adopters. All Adopters must execute an Adopter Participation Agreement and pay the fees called for thereon for Adopters. Once accepted, Adopters shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Participants. In addition, Adopters shall be granted the specific additional rights stated in this Section 14.3 and shall be subject to applicable rights and obligations applicable to Adopters as provided in the IPR Policy.

Adopters shall also be granted the specific additional rights stated in Section 14.3(b) below.

- (b) Among other benefits specifically afforded to Participants who remain in good standing, Adopters shall be entitled to the following benefits:
  - (1) Access to Final Specifications and market requirements documents as may be approved by the Board of Directors;
  - (2) Subject to procedures as may be adopted by the Board of Directors, the right to use the Corporation's name and/or logo in connection with participant status; and
  - (3) Subject to procedures as may be adopted by the Board of Directors, access to Corporation activities for Participants, e.g. compliance workshops or "plugfests."

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Adopters may be entitled. The precise benefits of each Participant class at any point in time shall be set forth on the Corporation website.

## **ARTICLE 15. PUBLICITY**

No Participant may make a press or other public announcement (including website listings) regarding its activities as a Participant of the Corporation which 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 Corporation may make a press or other public announcement (including website listings) regarding any subject germane to its purposes provided that prior written consent is received from any Participant named in the press release or public announcement.

## **ARTICLE 16. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

### ***SECTION 16.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION***

The Participants acknowledge that they will not disclose or exchange information as part of the Corporation's activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed by a Participant as a part of participation in the Corporation's activities shall be deemed nonconfidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

### ***SECTION 16.2 NONDISCLOSURE***

With respect to Confidential Information, the receiving party agrees, for a period of two (2) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Section 16. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval.

Notwithstanding anything to the contrary herein, any Participant shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Participant within Participant's organization. However, this Section 16.2 shall not be deemed to grant to any party a license under another party's copyrights or patents.

Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Participants.

### ***SECTION 16.3 CORPORATION INFORMATION***

All public disclosures regarding the existence, Participants, and activities of the Corporation must be approved by the Board of Directors; provided however that the Corporation and each Participant may disclose a listing of Participants' names. Public disclosure of any version or revision of a Draft Specification shall be subject to the approval by the Board of Directors pursuant to a vote as set forth in these Bylaws. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all approved Final Specifications, as well as all information relating to the Corporation and its activities, as approved by the Board of Directors. If a Participant shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Participant shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

### ***SECTION 16.4 SURVIVAL OF CONFIDENTIALITY OBLIGATIONS***

After withdrawal, termination or nonrenewal as a Participant, for any reason, a former Participant has a continuing duty under this Article 16.

### ***SECTION 16.5 CONFIDENTIAL INFORMATION***

From time to time a Participant of a Work Group may deem it necessary to disclose confidential information to other Participants of such Work Group. In such instances such Participant may disclose the relevant information in confidence to Participants of a Work Group, and such information shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure. Notwithstanding the foregoing, information shall be deemed Confidential Information if a Participant inadvertently discloses it without identifying it as confidential at the time of disclosure but notifies all Participants to whom such Confidential Information has been disclosed (in accordance with the following sentence) of the disclosing party's intention to maintain the confidentiality of such information and the receiving parties have not disseminated the subject information outside of their organization prior to receiving such notice. Any such designation shall be effected by (i) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (ii) by orally indicating that any information disclosed orally/visually is the Confidential Information of the disclosing party and then within ten (10) days providing the receiving parties of such information with a written summary of the orally/visually disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Participant agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by a Specification adopted by the Corporation, such information will be not be considered Confidential Information and such Participant will waive all confidentiality and shall allow publication of such Final Specification.

## **ARTICLE 17. DISPUTES AND DISPUTE RESOLUTION**

### ***SECTION 17.1 APPLICATION***

The following provisions apply in the event of dispute between a Participant and the Corporation. For purposes of Section 17, a Participant and the Corporation are each sometimes referred to individually as a "party" and collectively as the "parties." Notwithstanding anything else herein,

this Section 17 shall only apply to disputes between the Corporation and its Participants and shall not apply to any disputes between Participants or between the Participants and third parties.

***SECTION 17.2 WAIVER OF WARRANTIES***

ALL DRAFT SPECIFICATIONS AND FINAL SPECIFICATIONS OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN AND ANY CONTRIBUTIONS TO FINAL SPECIFICATIONS MADE BY PARTICIPANTS ARE PROVIDED “AS IS,” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

***SECTION 17.3 LIMITATION OF LIABILITY***

IN NO EVENT SHALL THE CORPORATION BE LIABLE TO THE PARTICIPANTS, OR ITS PARTICIPANTS LIABLE TO THE CORPORATION, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF THE CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY’S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.

***SECTION 17.4 MEDIATION***

The parties agree to first submit any controversy or claim between any Participant and the Corporation arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in San Francisco, California, by a mediator to be selected by the parties from a panel selected by the International Chamber of Commerce (“ICC”) ADR Dispute Resolutions Services. The parties agree to mediate in good faith over a minimum period of thirty (30) days.

***SECTION 17.5 ARBITRATION***

Any controversy or claim between any Participant and the Corporation arising out of or related to these Bylaws not resolved by mediation shall be settled by binding arbitration in accordance with the Arbitration Rules (the “Rules”) of the ICC, and the procedures set forth below. In the event any inconsistency between the Rules of ICC and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction thereof.

Location. The location of the mediation and arbitration shall be in San Francisco, California, U.S.A., or a location where the parties mutually agree.

Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) ICC arbitrators who are independent and disinterested with respect to the Corporation. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by ICC from among their panelists with relevant expertise.

Case Management. Prompt resolution of any dispute between any Participant and Corporation is important to all parties and the parties agree that the arbitration of any such dispute shall be conducted expeditiously. The arbitrators shall be instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events,

prehearing discovery and activities), in order to complete the arbitration as expeditiously as possible.

Remedies. The arbitrators may grant such legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a State or U.S. Federal court; provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in these Bylaws.

Expenses. The expenses of the arbitration, including the arbitrators' fees, shall be shared equally among the parties. Each party shall be responsible for its own attorneys' fees, including expert witnesses.

Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, experts, investors, insurers, legal counsel, and when required to disclose by applicable securities laws.

Intellectual Property. There shall be no arbitration of issues of the validity, infringement or enforceability of patents or copyrights. Further, this Section does not apply to any intellectual property rights of a Participant with respect to other Participants or third parties.

#### ***SECTION 17.6 SURVIVAL***

This Section 17 shall survive any termination of participation pursuant to Section 12.8 or termination of participation for any other reason.

**[signature page follows]**

#### **CERTIFICATE OF SECRETARY**

I hereby certify:

That I am the duly appointed Secretary of the AVnu Alliance Corporation, a Delaware Corporation; and

The foregoing Bylaws comprising 27 pages, including this page, constitute the original Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

## Exhibit A

### **AVnu Alliance Antitrust Guidelines**

*[Note: Participants in the formation of the AVnu are expected to review and, as applicable, adhere to these draft guidelines]*

#### **BACKGROUND**

The AVnu (“Alliance”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (generally, “Antitrust Laws”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for the Alliance and for participating companies. In order to minimize exposure of the Alliance and its Participants to antitrust liability, the Alliance and each Founding Promoter, Promoter, Adopter, or other participant (for purposes of this Antitrust Guideline, a “Participant”) agree to abide by the following guidelines when participating in connection with activities of the Alliance.

Prior to any and all meetings of the Alliance, or subgroups thereof, the Participants and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

#### **GUIDELINES**

1. Neither the Alliance nor its committees and activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in the Alliance, there shall be no discussion, communication, agreement or disclosure among Participants that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
3. The Alliance and Participants, in connection with their participation in the Alliance, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market. (This paragraph is not intended to preclude the Alliance or a Participant from disclosing and asserting its intellectual property rights.)

4. The qualifications for participation in the Alliance are set forth in the corporate documents of the Alliance. No applicant for participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of participation.
5. Each Participant in the Alliance is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
6. To the extent that the Alliance develops, administers or approves specifications, test procedures, or certification programs, a Participant's decision to accept or comply to or participate therein shall be voluntary on the part of Participants, and shall in no way be compelled or coerced by the Alliance. Adherence to Final Specifications shall be voluntary on the part of the Participants of the Alliance. This guideline shall not, however, prevent the Alliance from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with the Alliance's specifications, test procedures or certifications programs.
7. Final Specifications which may be developed, administered, approved, or adopted by the Alliance, shall be based upon appropriate technical, business and consumer considerations, and shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. The Alliance may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with the Alliance's Final Specifications, test procedures or certifications programs. The Alliance also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Final Specifications, or test procedures of the Alliance or with the Alliance's certification program.
9. During the course of the activities of or sponsored by the Alliance, Participants should refrain from disclosing information to any other Participant that is not reasonably related the legitimate purposes of such activities.
10. The Alliance and its Participants, in connection with their participation in the Alliance, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.
11. Nothing in the Alliance's Bylaws, Intellectual Property Rights Policy or other document or policy shall be construed as restricting the right of any Participant of the Alliance to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Participants or the Alliance.

- 12.** To the extent that it furthers the purposes of the Alliance, as set forth in its corporate documents, joint research and development by two or more of its Participants and/or representatives thereof shall be permissible, provided that such joint research and development for the Alliance shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:

  - a.** the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
  - b.** any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Participant of the Alliance of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
  - c.** any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Participant of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Participant of the Alliance, or representative thereof, or of the results of such joint research and development.
- 13.** The Alliance and each Participant, in connection with the activities of the Alliance, shall use their best reasonable efforts to comply in all respects with the Antitrust Laws.
- 14.** These Guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws shall control.
- 15.** These Guidelines shall be promulgated to all Participants in the Alliance. All Participants shall abide by these Guidelines.

Duly adopted by the Board of Directors of the AVnu Alliance on \_\_\_\_\_, 2009.