

MOPRIA ALLIANCE, INC.
BYLAWS
(the “Bylaws”)

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DEFINITIONS

Unless otherwise defined herein, all capitalized terms used within these Bylaws have the same meaning as ascribed to such terms in the Intellectual Property Rights Policy (“IPR Policy”) of the Alliance, as amended from time-to-time.

- (a) “Adopter” means a Member of the Alliance who so qualifies in accordance with the provisions of Sections 2.2 and 2.5, below.
- (b) “Affiliate” or “Affiliates” means an entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity (“Control”), or is Controlled by another entity, or is under common Control with another entity, so long as such Control exists.
- (c) “Alliance” means Mopria Alliance, Inc., a Delaware non-stock, not-for-profit corporation.
- (d) “Alliance Logos” means Alliance’s trademarks, logos, and other marks as adopted by the Alliance from time-to-time.
- (e) “Board” means the Board of Directors of the Alliance.
- (f) “Code” means the Internal Revenue Code of 1986, as amended from time to time. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.
- (g) “Executive Director” means an officer of the Alliance, appointed by the Board, whose duties and responsibilities are set forth in Section 6.6, below. The Executive Director shall not be a member of the Board.
- (h) “Executive Member” means a Member of the Alliance who so qualifies in accordance with the provisions of Sections 2.2 and 2.6, below.
- (i) “Founders” means Canon Inc., Hewlett Packard Company, Samsung Electronics Corporation, and Xerox Corporation.
- (j) “Legacy Adopter” means a Member of the Alliance who so qualifies in accordance with the provisions of Sections 2.2 and 2.4 below.
- (k) “Intellectual Property” means (i) patents, patents applications and copyrights anywhere in the world, but excluding the Alliance Logos which shall be governed by Article XVI, and (ii) any of the same which may be represented by any specifications and/or other solutions, guidelines, policies, procedures and tests which may from time to time be submitted to or adopted or created by the Alliance (collectively), specific license rights that may be granted in Intellectual Property (to the extent that the Alliance has the right to grant the same).
- (l) “Member” or “Members” means a general reference to all Founders, Executive Members, Adopters, Legacy Adopters, and Software Supporters, or any of them, who have so qualified for such classifications pursuant to the provision of these Bylaws, as well as the Affiliates of each. Member 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 Alliance shall not be deemed to have “members” for purposes of Delaware state law.
- (m) “Rules of Procedure” means rules of procedure related to the IPR Policy.

- (n) “Seated Executive Member” means an Executive Member whose designated representative has been elected to the Board and who has satisfied all other requirements of Section 4.3, below.
- (o) “Software Supporter” means a Member of the Alliance who so qualifies in accordance with the provisions of Sections 2.2 and 2.3, below.
- (p) “Working Group” means a group created by authorization of the Board to undertake certain specific defined tasks including, without limitation, specification development.

ARTICLE I: NAME, PURPOSE AND OFFICES

1.1 Name

The name of the corporation is “Mopria Alliance, Inc.”

1.2 Principal Office

The principal office of the Alliance shall be located at:

5000 Executive Parkway, Suite 302
San Ramon, CA 94583 USA

The designation of the Alliance’s principal office may be changed from time to time by the Board, which change of address shall be effective upon written notice to all Members. The Alliance may also have offices at such other places, within or without the State of Delaware, where it is qualified to do business, as its business and activities may require, and as the Board may, from time to time, designate.

1.3 Purpose

The Alliance 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. The primary purpose of the Alliance is to develop and promote technologies which enable the seamless use of mobile print across multiple vendors, encourage the adoption of mobile print technology, and promote the use of mobile printing in all areas.

1.4 Nonprofit Status

(a) The Alliance is organized and shall be operated as a non-stock, not-for-profit corporation organized under the General Corporation Law of the State of Delaware.

(b) The Board may, in its sole discretion, elect to seek exemption from Federal taxation for the Alliance pursuant to Section 501(a) of the Code. In the event that such exemption is sought and until such time, if ever, as such exemption is denied or lost, the Alliance shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from Federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(6) of the Code.

ARTICLE II: MEMBERS

2.1 Classes of Membership

The Alliance will have five (5) classes of membership: Founders, Seated Executive Members, Executive Members, Adopters, and Software Supporters. Founders, Seated Executive Members, Executive Members and any future classes of Members, which are entitled to vote in Working Groups, shall be collectively referred to as "Voting Members." All voting and non-voting memberships in the Alliance are collectively referred to in these Bylaws as "Memberships." Additional classes of voting and non-voting Members may be created in the future, and the rights of existing classes of Members may be amended, in each case pursuant to Section 2.10 of these Bylaws.

2.2 General Conditions of Membership

Any person, association, partnership, organization, company, corporation, academic or non-profit entity (collectively, "Entity" or "Entities") shall be admitted to its preferred level of Membership, except Founder and Seated Executive Member, by:

- (a) acceptance by the Alliance of its written application therefor on such form as may be from time to time required by the Alliance (the "Membership Agreement") (which acceptance shall be administered in a non-discriminatory fashion); and
- (b) payment of such application fees, initiation fees (if any), annual dues (the "Annual Membership Fees") or other fees for such class of Membership as may from time to time be established by the Board.

A Member shall remain in good standing as a Member provided (i) such Member has paid all application fees, initiation fees, Annual Membership Fees, subsequent dues, assessments, and other fees, together with such penalties for late payment as may be determined by the Board, within the period set by the Board; (ii) the Member continues to meet all of the other requirements of Membership, as from time to time determined by the Board; and (iii) the Member's Membership has not been suspended pursuant to Section 2.11. Each Member shall participate in the activities of the Alliance in good faith and as is reasonable, taking into account the Membership level of the Member in question, and shall not take any action intended to subvert or disrupt the activities of the Alliance, provided, however, that this Section 2.2 shall not be read to imply any limitation of Section 15.3 of these Bylaws. Each Member should test its hardware products, software solutions and services using the processes defined by the Alliance, to ensure operational viability and that implement a Final Specification for compliance with the Final Specification.

In the event a Software Supporter Member desires to certify a hardware product, it may upgrade to Adopter Member or Executive Member as described below. As of the effective date of these Bylaws, a Software Supporter shall no longer be permitted to automatically become a Adopter Member by initiating a product certification.

An Adopter Member may upgrade to Executive Member by submitting a request and application to the Executive Director and by paying the required annual dues applicable to Executive Members, and by following any procedures established by the Corporation that may apply to upgrades. A Software Supporter Members may upgrade to Adopter Member in the manner described above, or may upgrade to either Adopter Member or Executive Members by submitting a request and application to the Executive Director and by paying the required annual dues applicable to Adopter Members or Executive Members, respectively, and by following any procedures established by the Corporation that may apply to upgrades.

2.3 Privileges of Software Supporters

Each Software Supporter is a non-voting Member. A Software Supporter may not be eligible to participate in newly established Alliance initiatives as determined by the Board or may be required to upgrade to another class of Membership to participate in newly established Alliance initiatives. Each Software Supporter, while in good standing shall be entitled to:

- (a) access the members only website;
- (b) access Final Specifications, sample code and other deliverables, and have access to the certification process in order to have its software solutions certified;
- (c) utilize user group and online support;
- (d) subject to procedures and requirements as may be adopted by the Board, seek certification of the Member's software solutions that implement a Final Specification, and upon execution of any trademark license developed by the Alliance, use the Alliance Logos in connection with the Member's certified software solutions, provided Member shall also be permitted to use the Alliance Logos to identify its membership;
- (e) participate and appear in press articles;
- (f) receive development support, as determined by the Board as applicable to Software Supporters;
- (g) attend general or annual Alliance meetings; and
- (h) receive Member communications.

2.4 Privileges of Adopters

All Members who joined the Alliance as General Members prior to March 4, 2015 shall hence forth be referred to as Adopters. Each Adopter is a non-voting Member. Each Adopter, while in good standing shall be entitled to:

- (a) access the members only website;
- (b) submit suggestions and notes about the Draft and Final Specifications, sample code, and other deliverables via the website; and
- (c) access Final Specifications, sample code and other deliverables, and have access to the certification process in order to have products, software solutions and services certified;
- (d) utilize user group and online support;
- (e) subject to procedures and requirements as may be adopted by the Board, seek certification of the Member's products, software solutions and/or services that implement a Final Specification, and upon execution of any trademark license developed by the Alliance, use the Alliance Logos in connection with the Member's certified products, software solutions and/or services, provided Member shall also be permitted to use the Alliance Logos to identify its membership;
- (f) participate and appear in press articles;
- (g) receive development support;

- (h) attend general or annual Alliance meetings;
- (i) upon invitation, participate (but not vote) in Working Groups;
- (j) participate (but not vote) in new initiatives of the Alliance, as determined by the Board;
- (k) receive Member communications; and
- (l) subject to the terms and conditions as determined by the Board, Members may be eligible to participate in programs to foster awareness of certified products, software solutions and services that the Alliance initiates from time to time, the details, timing and establishment of which shall be determined by the Board in its sole discretion.

2.5 Privileges of Executive Members

Each Executive Member, while in good standing, in addition to all the entitlements of an Adopter in good standing, shall be entitled to:

- (a) review analytics and the operating budget;
- (b) nominate a representative to stand for election to the Board pursuant to Section 4.3, below;
- (c) participate in and vote in Working Groups; and
- (d) if a Participating Member of the Working Group, access to Draft Specifications before the review period.

2.6 Privileges of Founders and Seated Executive Members

Each Founder will have an automatic and permanent right to appoint a representative to a seat on the Board. Each Founder and each Seated Executive Member, while in good standing, in addition to all the entitlements of an Executive Member in good standing, shall be entitled to:

- (a) through Board Action, charter and initiate Working Groups, which Working Groups will be chaired by representatives of Founders and Seated Executive Members;
- (b) through Board Action, approve Final Specifications;
- (c) approve of and give interviews on behalf of the Alliance;
- (d) through Board Action, approve the operating budget and the appointment of the Executive Director;
- (e) appoint a representative and alternate to the Steering Committee;
- (f) through Board Action, set-up and approve certification processes and requirements for compliant products, software solutions and services; and
- (g) through Board Action, authorize licenses to the Alliance Logos.

2.7 Rights in Intellectual Property

Members' rights and obligations with respect to Intellectual Property are governed by the IPR Policy and the Rules of Procedure; provided, however, that any change in a provision in the

Alliance's certificate of incorporation (the "Certificate of Incorporation"), these Bylaws, the IPR Policy and/or the Rules of Procedure, and/or any amendment to any of the same, that may affect the rights of a Member with respect to Intellectual Property shall only have prospective effect, and shall not take effect fewer than sixty (60) days after notice of such change has been sent to all Members. However, in the event of the resignation, termination or expiration of the Membership of a Member (including dissolution of the Alliance), all obligations incurred by such Member relating to Intellectual Property under the Certificate of Incorporation, these Bylaws, the IPR Policy and/or the Rules of Procedure, and/or any amendment to any of the same, prior to the date of such resignation, termination or expiration shall continue in full force and effect, to the extent such obligations are intended to or are expressly stated in the Certificate of Incorporation, these Bylaws, the IPR Policy and/or the Rules of Procedure, and/or any amendment to any of the same, to survive such resignation, termination or expiration.

2.8 Affiliates and Consortia

(a) Only the legal entity that has been accepted as a Member of the Alliance and its Affiliates shall be entitled to enjoy the rights and privileges of a Membership; provided, however, that such Member (the "Controlling Member") and its Affiliates that are not themselves independent Members in good standing shall be treated together as a single Member.

(b) A Member and its Affiliates (including Affiliates who are Members) shall not have more than one representative on the Board at any time.

(c) If a Member is itself a consortium, membership organization, user group or other entity which has members or sponsors, then the rights and privileges granted to such Member shall extend only to the paid employees or officers of such Member, and not to its members.

(d) Memberships shall be non-transferable, non-salable and non-assignable, except that any Member may transfer its Membership for the then current year to (i) a successor to substantially all of its business and/or assets, whether by merger, sale or otherwise; or (ii) to an Affiliate; in each case, provided that the transferee agrees to be bound by these Bylaws, the Certificate of Incorporation, the IPR Policy, the Antitrust Policy, and such other policies and procedures as the Board may from time to time adopt.

(e) In the event that two (2) or more Member entities are merged or a Member entity is acquired by another Member entity, the resulting entity shall have only one (1) Membership. To the extent that the former entity may continue to exist as an Affiliate, it may, upon written notice to the Board, be permitted to downgrade its Membership to a non-voting Membership.

2.9 Additional Classes of Members

The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed, and one or more additional classes of Membership in the Alliance may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be prescribed, by adoption of an amendment to these Bylaws pursuant to Article XVII of these Bylaws.

2.10 Deprivation or Suspension of Membership

Any Member in good standing may be deprived of its Membership or be suspended as a Member for material cause. Any application fees, initial fees, Annual Membership Fees, assessments, other fees and/or penalties already paid shall not be refundable upon the Member's suspension or deprivation of Membership, and all fees of such Member which may be accrued and unpaid as of such date shall remain due and payable. Additionally, notwithstanding any such deprivation or suspension, all obligations relating to Intellectual Property incurred by such Member and/or its Affiliates prior to the date of such deprivation or suspension shall continue in full force and effect pursuant to Section

2.8 of these Bylaws. No deprivation or suspension of Membership (other than for non-payment of dues, assessments or fees, which shall be immediate upon such non-payment and notice as contemplated below) shall be effective, however, unless:

(a) the Member is given notice of the proposed deprivation or suspension of Membership and of the reasons therefor;

(b) such notice is delivered personally or by certified mail, return receipt requested, or by a national or international overnight courier service, sent to the last address of the Member shown on the Alliance's records;

(c) such notice is given at least thirty (30) days prior to the effective date of the proposed deprivation or suspension of Membership; and

(d) such notice sets forth a procedure determined by the body (said body to consist of Directors or representatives of the Steering Committee (as defined in Section 5.1) selected for this purpose by the Board) authorized to make a recommendation to the Board whether or not the proposed deprivation or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires) or in writing, not less than five (5) days before the effective date of the proposed deprivation or suspension.

Any deprivation or suspension of Membership for non-payment of dues, assessments or fees may be effected immediately by written notice from the President or Executive Director of the Alliance pursuant to such rules as the Board may from time to time adopt.

2.11 Resignation by Member

Subject to the IPR Policy, a Member may resign its Membership at any time with thirty (30) days written notice to the Alliance. Any application fees, initial fees, Annual Membership Fees, assessments, other fees and/or penalties already paid shall not be refundable in such event, and all fees of such Member which may be accrued and unpaid as of such date shall remain due and payable. Additionally, notwithstanding such resignation, all obligations relating to Intellectual Property incurred by such Member and/or its Affiliates prior to the date of such resignation shall continue in full force and effect pursuant to Section 2.8 of these Bylaws.

2.12 Membership Roll

The name and address of each Member, as well as the effective date of Membership, shall be contained in a Membership book (the "Membership Roll") to be maintained at the principal office of the Alliance. Termination of any Membership shall be recorded in the Membership Roll together with the date of such termination. Each Member shall be responsible for apprising the Alliance in writing of all changes to its name and address, and of the names and addresses of all representatives of such Member appointed to a Working Group by such Member or to receive notices or to vote on behalf of such Member.

2.13 Levy of Dues, Assessments or Fees

(a) The Alliance may levy dues, assessments or fees upon its Members in such amount as may be approved from time to time by the Board with a Super Majority Vote (defined below). The Alliance shall give all Members not less than thirty (30) days' notice prior to such amounts becoming binding upon a Member, and except as may otherwise be provided for under a separate agreement between the Member and the Alliance, a Member wishing to avoid liability therefor may resign from the Alliance pursuant to Section 2.12 above prior to such amount becoming binding upon them. In no event shall the failure of a Member to pay any dues or assessments give rise to any claim in favor of the Alliance for indirect or consequential damages. All dues, assessments and fees levied by the Alliance upon the Members are exclusive of any taxes, levies, or tariffs a Member may be required to pay or withhold under applicable laws.

2.14 Use of Names

Except as may otherwise be agreed by the Alliance and a Member pursuant to a separate agreement (e.g., a license to use the Alliance Logos) neither the Alliance nor any Member shall use the name of the other in any form of publicity without the written permission of the other, provided that the Alliance and any Member may each disclose and publicize such Member's Membership in the Alliance.

ARTICLE III: MEETINGS OF MEMBERS

3.1 Place of Meetings

Meetings of Members shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. At the discretion of the Board, meetings may be held in person, by audio, or videoconferencing techniques, or by any other means or combinations thereof in which meetings of the Board may be held.

3.2 Annual and Regular Meetings

The Annual Meetings of Members shall be held for the purpose of conducting such business as may come before the meeting. Each of the Annual Meetings of Members shall be deemed a regular meeting. Other regular meetings shall be held on dates and at times determined by the Board.

3.3 Special Meetings of Members

Special Meetings of the Members for any purpose shall be called by the Board, or by written request of not less than three-quarters (3/4) of the Voting Members.

3.4 Notice of Meetings and Waiver

(a) Notice. Unless otherwise provided by the Certificate of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of regular meetings shall be provided not less than thirty (30) days in advance of the meeting. In the case of a special meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) days before the date of the meeting.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the Membership Roll, provided that the Member to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. If notification is provided by mail (including the U.S. Postal Service, express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Member at its address as it appears on the Membership Roll, with postage prepaid. 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 under Delaware statutes.

(b) Waiver. Whenever any notice of a meeting is required to be given to any Member of this Alliance under provisions of the Certificate of Incorporation, these Bylaws, or the law of the State of Delaware, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

3.5 Quorum for Meetings of Members

Those Members present at a properly noticed meeting of the Members shall constitute a quorum.

3.6 Member Action

Every act or decision done or made by a majority of Members present at a properly noticed meeting of Members is the act of the Members. Member action shall be advisory in nature only and shall not be binding upon the Board.

3.7 Member Action at Meetings

Each Member shall have one (1) vote on each matter submitted to a vote by the Members. The Member's designated employee shall do all voting in person, not by proxy. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing, or teleconferencing, unless otherwise required. Results of all ballots shall duly be distributed to all Members by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Alliance's minutes.

3.8 Action by Written Ballot

Except as otherwise provided under the Certificate of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or special Meeting of Members may be taken without a meeting or in conjunction with a meeting if the Alliance distributes a written ballot to each Member entitled to vote.

The ballot shall:

- (a) set forth the proposed action and/or slate of candidates;
- (b) provide an opportunity to select individuals, or to specify approval or disapproval of each proposal or a vote for candidates, as appropriate;
- (c) indicate the number of responses needed and the percentage of approvals necessary to pass the measure submitted; and
- (d) specify the date by which the ballot must be received by the Alliance in order to be counted. The date set shall afford Members a reasonable time within which to return the ballots to the Alliance.

Ballots shall be mailed or delivered in the manner required for giving notice of Membership meetings as specified in these Bylaws.

Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum, if required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting.

3.9 Conduct and Organization of Meetings

Meetings of Members shall be presided over by the Chairperson of the Alliance or, in the Chairperson's absence, by the President of the Alliance or, in the absence of both of these persons, by a Chairperson designated by the Board or in the absence of a timely designation by the Board, by a majority of the Members present. The Secretary of the Alliance shall act as Secretary of all meetings of Members, 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, 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.

ARTICLE IV: DIRECTORS

4.1 Powers; Voting

(a) The business affairs of the Alliance shall be managed by its Board, which shall be, and shall possess all of the powers of, the “Governing Body” of the Alliance as a not-for-profit, non-stock corporation under Delaware General Corporation Law. The Board may exercise all powers of the Alliance and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the Members. A representative on the Board is a “Director.”

(b) No Member or person other than a Director or designated Officer (as defined below) may speak on behalf of the Alliance unless specifically authorized by the Board. Additional spokespersons may be authorized by a majority vote of the Board.

4.2 Number of Directors

The Board may have up to nine (9) Directors. Each year, each of the four (4) Founders shall appoint one (1) Director (the “Appointed Director”) to the Board. Five (5) additional Directors will be elected annually by the Executive Members (the “Elected Directors”). Each Director shall be an employee or officer of the Member who appoints or nominates such individual as a Director.

4.3 Nomination, Election and Term of Office of Directors

(a) Each Executive Member, while remaining in good standing, shall be entitled individually to nominate one (1) representative for election to the Board (each a “Candidate”). If a Candidate is elected by the Executive Members to be a Director, the Executive Member nominating such Candidate must upgrade its Membership to that of a Seated Executive Member by payment of an upgrade fee equal to the difference between the Annual Membership Fee for Founders and Executive Members. Elected Directors shall be elected by a plurality vote of the Executive Members at the Annual Meeting of Members, or as soon as practicable in a special meeting following an enlargement of the number of Directors pursuant to Section 4.4 or the early resignation or removal of an Elected Director pursuant to Section 4.5 that is not filled in accordance with Section 4.6. At such Annual Meeting of Members or special meeting, each Executive Member will cast a number of votes equal to the number of seats open for election. The Candidates with the most number of votes will be elected to the Board.

(b) Each Elected Director shall serve for a term commencing on the date of election of the Elected Director until the next Annual Meeting of Members or until an event described in Section 4.3(c) occurs. Appointed Directors are automatically appointed for additional one (1) year terms at the end of each term, unless the respective appointing Member removes such Director or appoints a different Director. Each Director may be appointed or elected for an unlimited number of terms. No Member (including its Affiliates) shall be represented by more than one (1) Director.

(c) A Director shall hold office until the earliest to occur of (i) the expiration of the term for which such Director was elected and such Director’s successor is elected and qualified; (ii) the Member which is represented by an Appointed Director or an Elected Director ceases to be a Founder or an Executive Member; (iii) the death, resignation or removal of the Director; (iv) the combination, by merger, acquisition or otherwise, of two Members each of which has a representative on the Board, upon which event, one of the two representatives, as designated by the surviving Member, shall be deemed to have resigned, (v) the termination of the employment of such Director by the Member represented by such Director; or (vi) the deprivation, suspension or resignation of the Member. In addition, during such times as a Member is not in good standing, as defined in Section 2.2, the

attendance and voting rights of any representative on the Board representing such Member shall be suspended until such time as the Member regains good standing.

4.4 Enlargement or Reduction

Subject to Section 2.10 above, the number of Directors, the persons eligible to become Directors, and the classes of Members eligible to elect or appoint Directors may be amended at any time by a Unanimous Vote of the Board.

4.5 Resignation or Removal

Any Director may resign at any time upon notice to the Alliance in writing or by electronic transmission at its principal place of business or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director who was appointed or elected by a Member under Section 4.2 or 4.3 may be removed and replaced, with or without cause, by that Member. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed for material cause by a Unanimous Vote of the other Directors (“Disinterested Directors”).

4.6 Vacancies

(a) Vacancies on the Board occurring as a result of death, resignation or removal of a Director by the Member who nominated or appointed such person, or by the Board in accordance with Section 4.5, shall be filled by the Member who nominated or appointed said Director. Should a Member fail to appoint a replacement Director within thirty (30) days, or should a Founder or Seated Executive Member resign pursuant to Section 2.12, then the vacancy or vacancies shall be filled by a vote of the Executive Members according to the procedures of Section 4.3 and the number of Appointed Directors decreased and the number of Elected Directors increased accordingly. The term of a Director so appointed or elected shall be the next general election of Directors.

(b) In the event of a vacancy in the Board, the remaining Directors, except as otherwise provided by law or these Bylaws, may exercise the powers of the full Board until the vacancy is filled.

4.7 Place of Meetings

The Board may hold meetings, both regular and special, either within or outside of the State of Delaware.

4.8 Regular and Annual Meetings

The Board will schedule meetings to occur on a regular basis (each a “Regular Meeting”). In one (1) year, the Board shall schedule no less than four (4) meetings, one (1) of which shall be an in-person meeting and one (1) of which shall be held as close as practical to the time of the Annual Meeting of the Members (the “Annual Meeting of the Board”). Regular Meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A Regular Meeting of the Board may be held without notice immediately after, and at the same place as, the Annual Meeting of Members.

4.9 Special Meetings

Special meetings of the Board may be called by the Chairperson or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Two (2) business days’ notice to each Director, personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to his or her business or home address, shall be given to each Director by the Secretary or by the Officer or one of the Directors calling the meeting. A notice or waiver of notice or any waiver by electronic transmission of a meeting of the Board need not specify the purposes of the meeting.

4.10 Quorum, Action at Meeting, Adjournments

(a) Except where a “Unanimous Vote” or a “Strong Super Majority Vote” or a “Super Majority Vote” is required under these Bylaws, at all meetings of the Board, a majority of Directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law or by the Certificate of Incorporation.

(b) In order to pass a Unanimous Vote, a resolution must either (i) be taken at a meeting of the Board at which all of the Directors then in office are in support of such resolution and have voted affirmatively; or (ii) be approved in the manner described in Section 4.11 below by consent or Electronic Ballot of all Directors. A Unanimous Vote shall be required with respect to the following matters:

- (i) addition of new Appointed Directors or increase the total number of Directors to greater than nine (9);
- (ii) amendment to these Bylaws or Certificate of Incorporation;
- (iii) formation of Working Group for the purpose of developing a specification;
- (iv) approval of a Draft Specification (as defined in the IPR Policy) for intellectual property rights review per Section 3.1(2) of the IPR Policy;
- (v) approval of a Final Specification (as defined in the IPR Policy) for adoption and publication by the Alliance;
- (vi) changing a Working Group Elected Licensing Scheme for any existing Working Group pursuant to the Section 3.1(2)(e) of the IPR Policy;
- (vii) deprivation or suspension of the Membership of any Member or removal of a Director (adjusted to allow for unanimity among Disinterested Directors); and
- (viii) amendment of the IPR policy.

(c) In order to pass a Strong Super Majority Vote, a resolution must either (i) be taken at a meeting of the Board at which a “Required Number” of Directors then in office are in support of such resolution and have voted affirmatively; or (ii) be approved in the manner described in Section 4.11 below by the consent or Electronic Ballot of an equivalent number of Directors. For purposes of this Section 4.10(c), a “Required Number” of votes means a unanimous vote of the Directors, where four or fewer Directors are then in office, and, when there are five or more Directors then in office, 80% (rounded up to the nearest whole number of votes) of all Directors then in office. A Strong Super Majority Vote shall be required with respect to the following matters:

- (i) developing Alliance strategies and roadmaps;
- (ii) adopting or recommending to Members an agreement of merger or consolidation;
- (iii) approving or recommending to Members the sale, lease or exchange of all or substantially all of the Alliance’s property and assets;

(iv) approving or recommending to Members the dissolution, liquidation or winding up of the Alliance or a revocation of any such dissolution, liquidation or winding up;

(v) adopting or amending the Membership Agreement or any other agreements between Members and the Alliance;

(vi) making any financial commitments exceeding the amount provided for in the then current budget of the Alliance; and

(vii) adopting new Alliance Logos.

(d) In order to pass a Super Majority Vote, a resolution must either (i) be taken at a meeting of the Board at which two-thirds (2/3rds) of the Directors then in office are in support of such resolution and have voted affirmatively; or (ii) be approved in the manner described in Section 4.11 below by the consent or Electronic Ballot of an equivalent number of Directors. A Super Majority Vote shall be required with respect to the following matters:

- (i) adopting or amending any policy or process documents not involving Intellectual Property or the ownership or licensing thereof;
- (ii) approving substantive budgeting matters, including without limitation, the setting of annual dues (provided that the Board may delegate the more precise details of budgeting to the Steering Committee, as further defined in Section 5.1); and
- (iii) election of a Working Group Elected Licensing Scheme upon a formation of new Working Group.

(e) If a quorum is not present at any meeting of the Board, a majority of the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. In the event that one or more of the Directors shall be disqualified from voting at any meeting upon any matter, then the required quorum as it relates to the consideration of such matter shall be reduced by one (1) for each such Director so disqualified.

4.11 Action by Consent

Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Such action by signed or electronic transmission of 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.

4.12 Telephonic Meetings

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board may participate in a meeting of the Board by means of conference telephone, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear and speak with each other, and such participation in a meeting shall constitute presence in person at the meeting.

4.13 Inspection Rights

Every Director shall have the absolute right at any time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind, and to inspect the physical properties of the Alliance.

4.14 Fees and Compensation

Directors shall not receive any stated salary or reimbursements for their services as Directors; provided that, by resolution of a majority of the Board as set forth in Section 4.10(a), the Alliance may reimburse Directors for expenses incurred while acting on behalf of the Alliance and/or expenses incurred in attending meetings of the Board, in such amounts as the Board may determine to be appropriate. Nothing contained herein shall be construed to preclude any Director from serving the Alliance in any other capacity as an Officer, agent, employee, or otherwise, and receiving compensation therefor. The Board may also provide reimbursement of expenses for members of Working Groups in connection with their service on such Working Groups.

4.15 Notification of Pending Legal Actions

Directors must notify at their earliest convenience the full Board of the Alliance of any legal actions being taken against the Alliance immediately upon being informed of the existence of any such action.

4.16 Chairperson of the Board

The Directors shall elect a Chairperson of the Board to preside at all meetings of the Board and to perform other duties prescribed by the Board. The Chairperson of the Board shall be elected from among the Directors at the first meeting of the Board, and at each Annual Meeting of the Board thereafter, by a plurality vote of the Directors.

ARTICLE V: COMMITTEES AND WORKING GROUPS

5.1 Steering Committee

The Board shall appoint a "Steering Committee" to address the daily affairs of the Alliance and to provide oversight of, and direction to, the various Working Groups. The Steering Committee shall also make recommendations relating to the business of the Alliance to the Board. The Steering Committee shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(a) Each Founder and Seated Executive Member shall appoint one (1) representative to the Steering Committee (each a "Steering Committee Member"). Each Steering Committee Member shall be an employee or officer of the Member who appoints such individual to the Steering Committee. The number of Steering Committee members may be amended from time to time by the Board in accordance with any change in the number of Directors.

(b) Each Founder and Seated Executive Member shall designate in writing (which designation may be withdrawn in writing at any time by such Member) an alternative individual to act as a Steering Committee Member in the original Steering Committee Member's stead (an "Alternate Steering Committee Member"), whether for a single meeting or as a standing alternate. Any Alternate Steering Committee Member shall be entitled to:

- (i) attend and vote at all meetings which the Steering Committee Member does not attend;
- (ii) sign all written consents in lieu of the Steering Committee Member; and
- (iii) otherwise exercise the duties and enjoy the privileges of the Steering Committee Member in the absence or unavailability of the Steering Committee Member.

(c) The Board shall appoint a “Steering Committee Chairperson,” a “Steering Committee Vice Chairperson,” and a “Steering Committee Secretary.” Each of these positions shall have a two (2) year term, with a maximum of two consecutive terms per person unless re-appointment is unopposed.

(d) Except where a decision requires a Steering Committee Super Majority Vote (as further described below), decisions by the Steering Committee require a simple majority vote by the Steering Committee with a quorum of Steering Committee Members present, wherein each member of the Steering Committee has one (1) vote and wherein a quorum of Steering Committee Members is a majority of the Steering Committee Members present in person or represented by proxy or by the Alternative Steering Committee Member. In order to pass a Steering Committee Super Majority Vote, a resolution must either (i) be taken at a meeting of the Steering Committee at which two-thirds (2/3^{rds}) of the Steering Committee Members are in support of such resolution and have voted affirmatively; or (ii) be approved in the manner described in Section 4.11 by consent or Electronic Ballot of an equivalent number of Steering Committee Members. A Steering Committee Super Majority Vote shall be required with respect to adopting, amending, publishing and/or withdrawing specifications.

(e) The Steering Committee Chairperson shall preside at all meetings of the Steering Committee and shall oversee the management of the responsibilities of the Steering Committee and see that all decisions and resolutions of the Steering Committee are carried into effect. In the absence of the Steering Committee Chairperson or in the event of his or her inability or refusal to act, the Steering Committee Vice Chairperson shall perform the duties of the Steering Committee Chairperson, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Steering Committee Chairperson. The Steering Committee Secretary shall have such powers and perform such duties as are incident to the office of Secretary, including:

- (i) preparing and maintaining lists of Steering Committee Members;
- (ii) attending all Steering Committee meetings and keeping regular minutes of such meetings and making reports to the Board as the Board may request; and
- (iii) give, or cause to be given, notice of all meetings of the Steering Committee.

The Steering Committee Chairperson, Vice Chairperson, and Secretary shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(f) Except as otherwise provided in these Bylaws or by resolution of the Board, the Steering Committee may adopt its own rules governing the duties of its members and governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, but unless otherwise provided by resolution of the Board or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the conduct of the business of the Board.

5.2 Working Groups

(a) The Alliance shall have such Working Groups as may from time to time be designated upon vote of the Board.

(b) Meetings and actions of Working Groups shall be governed by, noticed, and held in accordance with written Working Group Procedures to be adopted by the Board, and the Board from time to time may amend such Working Group Procedures. Each Working Group may, through its chairperson, propose specific procedures to govern that Working Group and such specific procedures shall be subject to ratification by the Board. Working Group Specific Procedures not otherwise incorporated into the general Working Group Procedures adopted by the Board shall apply only to the Working Group proposing such procedures. The Working Group procedures shall require a two-thirds (2/3^{rds}) majority vote of all members of the Working Group to approve any and all Draft Specifications and Final Specifications.

5.3 Meeting and Actions of Working Groups

Any Founder, Seated Executive Member or Executive Member may propose to the Board the establishment of one (1) or more Working Groups to carry out the work of the Alliance. Such proposal shall include the proposed charter of such Working Group and the Members that initially desire to participate in such Working Group. The Board shall, by Unanimous Vote: (1) approve the formation of each Working Group; (2) approve or disapprove the charter of each Working Group; and (3) appoint the initial and any replacement chairperson of each Working Group from among the Member's representatives. The Board shall, by majority vote, also invite any Adopters to Participate in each Working Group. The chairperson of each Working Group shall serve for a term of two (2) years with a maximum of two consecutive terms unless re-appointment is unopposed.

Without limiting the powers of the Board as stated in these Bylaws, all output of Working Groups, including Draft Specifications and Final Specifications, shall be subject to review and approval by the Board in accordance with the terms of these Bylaws prior to publication or disclosure by the Alliance and before becoming binding upon the Alliance and the Members.

5.4 Composition

Subject to the approval of the Board, any Voting Member may propose candidates for membership in the Working Group; provided, however, that a Working Group may invite non-Voting Members to participate in its meetings on a non-voting basis.

5.5 Record of Activities

Each Working Group shall elect a secretary or other person to document and record accurately and completely the Working Group's activities.

5.6 Meetings

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

ARTICLE VI: OFFICERS

6.1 Officers

The Officers of the Alliance shall be a "President," a "Treasurer" and a "Secretary." The Alliance may also have, at the discretion of the Board, an "Executive Director," one (1) or more "Vice Presidents," and/or one (1) or more "Assistant Secretaries," and such other Officers with such titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3. One (1) person may hold two (2) or more offices unless the Certificate of Incorporation or these Bylaws

otherwise provide; provided, however, that the President may not serve as either the Treasurer or the Secretary. Each Officer shall be an employee or officer of a Founder or Seated Executive Member (except that an Assistant Secretary and Executive Director (if any) need not be such an employee or officer), provided that in the event that any Officer shall cease to be such an employee or officer (either because such Member has ceased to be a Founder or Seated Executive Member, or because such Officer has ceased to be an employee or officer of such a Member) before the appointed term of such Officer has expired, then he or she may, with the consent of the Alliance, continue to be an Officer for a period of up to sixty (60) days. If, by the end of such period, such Officer has become an employee or officer of a Founder or Seated Executive Member again, then he or she may continue as an Officer. Otherwise, his or her term shall be deemed to have expired as of the end of such sixty (60) day period, or as of the date of any earlier request by the Alliance.

6.2 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular elections to such office.

6.3 Election

The Board at its first meeting after each Annual Meeting of the Board shall choose a President, a Secretary and a Treasurer by plurality vote. Other Officers may be elected by the Board with a plurality vote at such meeting, or at any other meeting or by written consent, and all Officers may be replaced with a Super Majority Vote at any other meeting or by written consent.

6.4 Tenure

Each Officer shall hold office for a one (1) year term, or until his or her successor is chosen and qualified, unless a different term is specified in the vote choosing or electing him or her, or until his or her earlier death, resignation or removal. Any Officer elected by the Board may be removed at any time by the Board. Except for the President and the Secretary, who are required by law, any vacancy occurring in any office of the Alliance may be filled by the Board at its discretion. Any Officer may resign by delivering his or her written resignation to the Alliance at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

6.5 President

In the absence of the Chairperson, the President shall preside at meetings of the Board and the Members. The President shall oversee the management of the business of the Alliance and see that all orders and resolutions of the Board are carried into effect. Without limiting the foregoing, the President shall:

- (a) execute bonds, mortgages, and other contracts except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Alliance; and
- (b) oversee the Executive Director (if any).

6.6 Executive Director

The Executive Director shall preside over the day-to-day affairs of the Alliance under the direction of the Board and the President, and shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe, including, but not limited to, managing any third-party administrators and entering into agreements with sub-contractors, outside counsel and advertising agencies. The Executive position is an "at will" position which the Board may reassign at any time and for any reason. The position shall be reviewed and approved annually, but can fill several terms. There is no forced succession. In the event the Executive Director resigns or is removed, or is otherwise unable to fulfill their roles and responsibilities, the role reverts back the

President, until such time as another Executive Director can be appointed. The Executive Director is not required to be a Member of the Alliance or represent a Member company and shall be a non-voting position that may be an outsourced, paid administrator.

6.7 Vice-President

In the absence of the President, or in the event of his or her inability or refusal to act, a Vice President, shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

6.8 Secretary

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary, and shall:

- (a) maintain the Membership Roll;
- (b) attend all meetings of the Board and all meetings of the Members, and record all the proceedings of the meetings of the Alliance and of the Board in a book to be kept for that purpose, and perform or cause to be performed by others, like duties for the Steering Committee and Working Groups if and when required; and
- (c) give, or cause to be given, notice of all meetings of the Members and special meetings of the Board, and perform such other duties as may be from time to time prescribed by the Board, and be under their supervision.

6.9 Assistant Secretaries

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board, the President or the Secretary (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary, and shall perform such other duties and have such other powers as the Board, the President or the Secretary may from time to time prescribe. In the absence of the Secretary or any Assistant Secretary at any meeting of Members or Directors, the person presiding at the meeting shall designate a temporary or acting Secretary to keep a record of the meeting.

6.10 Treasurer

The Treasurer shall perform such duties and shall have such powers as may be assigned to him or her by the Board or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer. The Treasurer shall have custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Alliance and shall deposit all moneys and other valuable effects in the name and to the credit of the Alliance in such depositories as may be designated by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board, when the President or Board so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Alliance.

6.11 Compensation

The compensation, if any, of the Officers shall be fixed from time to time by the Board, and no Officer shall be prevented from receiving such compensation by reason of the fact that the Officer is also a Director of the Alliance.

ARTICLE VII: NOTICES

7.1 Delivery

(a) Unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these Bylaws, and subject to the provisions below relating to notice by electronic transmission to Members, written notice may be given by electronic mail, telecopy, commercial delivery service, or similar means, addressed to a Director or Member at his, her or its address for such form of delivery as it appears on the records of the Alliance. Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Alliance under any provision of law, the Certificate of Incorporation, or these Bylaws, unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these Bylaws, shall be effective if given by a form of electronic transmission consented to by the Member to whom the notice is given. Any consent by a Member to receive notice by electronic transmission shall be revocable by that Member 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 or an Assistant Secretary of the Alliance, or to the transfer agent or 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. Whenever, under the provisions of law, or of the Certificate of Incorporation or these Bylaws, written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or Member at his, her or its address as it appears on the records of the Alliance, with postage thereon prepaid.

(b) Notice given pursuant to this section shall be deemed given: (1) if by facsimile telecommunication (A) to a Member, when directed to a number at which the Member has consented to receive notice, and (B) to a Director, when directed to the number for such Director as it appears on the records of the Alliance; (2) if by electronic mail to (A) a Member, when directed to an electronic mail address at which the Member has consented to receive notice, and (B) to a Director, when directed to the electronic mail address for such Director as it appears on the records of the Alliance; (3) if by a posting on an electronic network together with separate notice to the Member or Director 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 Member or Director; (5) if by in-hand delivery or oral notice, 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 with the carrier, in each case the transmission charge to be paid by the Alliance or the person sending such notice and not by the addressee. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Alliance that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) 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.

(d) Without limiting the foregoing, the Alliance adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Alliance shall not be under any obligation (except as required by law or these Bylaws) to send any notice to any Member by any means other than electronic mail, and it is therefore the responsibility of each Member to avail itself of and make such arrangements as may be necessary to receive notice in such fashion.

7.2 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.

ARTICLE VIII: INDEMNIFICATION

8.1 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.

8.2 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.

8.3 Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 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.

8.4 Specific Authorization

Any indemnification under Section 8.1 or 8.2 (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; or (2) by a majority vote of a quorum of the Voting Members of the Alliance who were not parties to such action, suit or proceeding.

8.5 Advance Payment

Expenses incurred in defending a civil or criminal 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 said Section 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 VIII.

8.6 Non-Exclusivity

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VIII shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of Voting 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.

8.7 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).

8.8 Insurance

The Board 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 VIII.

8.9 Continuation of Indemnification and Advancement of Expenses

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII 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.

8.10 Severability

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

8.11 Intent of Article

The intent of this Article VIII is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VIII 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 IX: BOOKS AND RECORDS

9.1 Books and Records

The Alliance shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board, Steering Committee as well as a Membership Roll and such other information requested by the Board from time to time.

9.2 Form of Records

Minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

9.3 Reports to Directors, Members and Others

The Board shall cause such reports to be prepared, filed and/or distributed as may be required.

9.4 Record Date

In order that the Alliance may determine the Members entitled to notice of or Voting Members entitled to vote at any meeting of Members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any distribution, if any, permitted by law and the Alliance's then current federal and state tax status, or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of Membership or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) days nor fewer than ten (10) days before the date of such meeting, nor prior to the adoption of the resolution by the Board fixing such record date. A determination of Members of record entitled to notice of or Voting Members entitled to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting. If no record date is fixed, the record date for determining Members entitled to notice of or Voting Members entitled to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is delivered to the Alliance. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when prior action by the Board is necessary, shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

9.5 Registered Members

The Alliance shall be entitled to recognize the exclusive right of a person registered on its books as a Member or a representative of a Member to receive distributions, if any, and to vote, if such records indicate that such person is a Voting Member or a representative of a Voting Member, and to hold liable for fees, penalties and assessments a person or entity registered on its books as a Member, and shall not be bound to recognize any equitable or other claim to or interest in Membership on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Delaware General Corporation Law.

**ARTICLE X:
CERTAIN TRANSACTIONS**

10.1 Transactions with Interested Parties

No contract or transaction between the Alliance and one or more of its Directors or Officers, or between the Alliance and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(b) The material facts as to his or her relationship or interest as to the contract or transaction are disclosed or are known to the Voting Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Voting Members; or

(c) The contract or transaction is fair as to the Alliance as of the time it is authorized, approved or ratified, by the Board, or the Voting Members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction.

**ARTICLE XI:
GRANTS, CONTRACTS, LOANS, ETC.**

11.1 Grants

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Alliance, may be authorized by the Board. The Board 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.

11.2 Checks, Drafts, Etc.

All checks, drafts and other orders for the payment of money out of the funds of the Alliance, and all notes or other evidences of indebtedness of the Alliance, shall be signed on behalf of the Alliance in such manner as shall from time to time be determined by resolution of the Board.

11.3 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, or shall be otherwise invested, as the Board may select or direct, or as may be selected or directed by the Treasurer, employee or agent of the Alliance to whom such power may from time to time be specifically delegated by the Board.

ARTICLE XII: CONFIDENTIAL INFORMATION

12.1 Limitations on the Scope of Disclosed Information

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

12.2 Confidential Information

All information developed by the Alliance shall be deemed the confidential information of the Alliance (the "Confidential Information") and subject to the terms hereof until made publicly available. All works in progress, including Member submissions, corporate personnel matters, minutes of Board meetings, minutes of Steering Committee and Working Groups and attorney work product of the Alliance's attorney shall in all cases be deemed Confidential Information and subject to the terms hereof. Confidential Information shall be (i) in writing or in other tangible form (including facsimile transmission and electronic form) and designated by the legend "CONFIDENTIAL" (or comparable legend), or if this is not practicable, accompanied by a cover letter identifying the information to be treated as Confidential Information hereunder; or (ii) disclosed orally or visually and designated confidential at the time of such oral or visual disclosure and followed by a letter designated by the legend "CONFIDENTIAL" (or comparable legend) within sixty (60) days of such disclosure and setting forth such oral or visual information to be treated as Confidential Information hereunder.

12.3 Nondisclosure

With respect to Confidential Information, except as expressly provided in the IPR Policy, the receiving party agrees, for a period of three (3) 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 Article XII. The foregoing obligation shall not apply to any information which is: (1) rightfully known by the receiving party without any limitation on use or disclosure 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.

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 Member within Member's organization. However, this Section 12.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

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

12.4 Alliance Information

Except as set forth in the Membership Agreements of the Alliance, all public disclosures regarding the existence, membership and activities of the Alliance must be approved by the Board. However, the Alliance's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Alliance and its activities. If a Member shall be required to disclose any Confidential Information relating to the Alliance pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member shall first give notice to the Board 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.

12.5 Survival

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

ARTICLE XIII: IRC 501(C)(6) TAX EXEMPTION PROVISIONS

13.1 Limitation on Activities

Notwithstanding any other provisions of these Bylaws, the Alliance 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 Code.

13.2 Prohibition against Private Inurement

No part of the net earnings of the Alliance shall inure to the benefit of, or be distributable to, its Members, Directors or trustees, officers, or other private persons, except that the Alliance 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 Alliance.

13.3 Distribution of Assets

In the event of liquidation, dissolution, termination, or winding up of the Alliance (whether voluntary, involuntary, or by operation of law), the Board shall, after paying or making provisions for the payment of all of the liabilities of the Alliance, transfer all of the property and assets of the Alliance to one or more "Qualified Organizations," as defined below, as the Board shall determine. For purposes of this Section 13.3, "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by the General Corporation Law of the State of Delaware, 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 XIV: GENERAL PROVISIONS

14.1 Fiscal Year

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

14.2 Reserves

The Board may set apart out of any funds of the Alliance a reserve or reserves for any proper purpose and may abolish any such reserve.

ARTICLE XV: ANTITRUST COMPLIANCE

15.1 General

The Alliance will conduct all of its activities in conformance with all international, U.S. federal and state antitrust laws, including the Sherman Act, the Clayton Act, the Robinson-Patman Act and the Federal Trade Commission Act. The Board and the President shall consult legal counsel and seek legal review whenever necessary to insure that the activities of the Alliance are conducted in conformance with such laws. All Members shall follow the Alliance's Antitrust Policy (the "Antitrust Policy") as may from time to time be adopted, amended or modified by an affirmative Strong Super Majority Vote of the Board.

15.2 Availability of Intellectual Property

It is the good-faith objective of the Alliance to make each Final Specification or other solution available on the same terms to all Members (including those who have not participated in the development of the same) and non-Members on reasonable and non-discriminatory terms and conditions.

15.3 No Obligation to Endorse

No Member (including its Affiliates, if any) shall, by sole reason of its Membership or participation in the Alliance, be obligated to license, use or endorse any Intellectual Property developed or endorsed by the Alliance, or to conform any of its products to any standards, specifications or other solutions developed or adopted by the Alliance, nor shall any such Member (including its Affiliates, if any) be precluded from independently licensing, using or endorsing similar Intellectual Property, software, specifications, other solutions or documentation developed by it or by others.

ARTICLE XVI: TRADEMARK, NAME AND LOGO USE

The Alliance's policy regarding the use of the Alliance Logos is as follows:

(a) Unless otherwise modified by a Strong Super Majority Vote of the Directors, permission to use the Alliance Logo designated by the Alliance for association with Mopria solely to identify a company's Membership in the Alliance is automatically granted to each Member, but only as stipulated in this Bylaws and subject to the terms of the Alliance's Brand and Communication Guidelines, and only during the period of time for which each company's Membership has not been deprived or suspended pursuant to Section 2.11 and has not been resigned pursuant to Section 2.12. Use of the Alliance Logo designated by the Alliance for use with implementations in connection with a Member's hardware products, software solutions and/or service subject to (i) the Member having successfully completed the Alliance's certification process with respect to such hardware product, software solution and/or service, (ii) execution of any trademark license as may be requested by the Alliance, and (iii) adherence to the Alliance's trademark use policy, as may be amended (including the Alliance's [Brand and Communication Guidelines](#)). Neither Members nor non-members may use the Alliance Logo to identify their own product or service offerings or to assert endorsement of any hardware product, software solution or service offering by the Alliance except as allowed herein.

(b) All uses of the Alliance Logos by any Member shall comply with the Alliance's trademark use policy, as may be amended (including the Alliance's Brand and Communication Guidelines) and licensing policy as may from time to time be adopted, amended or modified by an affirmative Majority Vote of the Board.

ARTICLE XVII: AMENDMENTS

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, by:

- (i) an affirmative Unanimous Vote of the Board, or
- (ii) a vote of not less than 90% of the Voting Members then in good standing, except where such power is expressly limited by law or the Certificate of Incorporation.

Any such amendment may be approved at any annual meeting of the Members or Regular Meeting of the Board or at any special meeting of the Members or of the Board; provided, however, that in the case of a regular or special meeting of Members, notice of such alteration, amendment, repeal or adoption of new Bylaws shall be contained in the notice of such meeting.

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