

# BYLAWS OF FIRA CONSORTIUM, INC.

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## 1. GENERAL

- 1.1. **Name.** The name of this corporation is FiRa Consortium, Inc. (hereinafter referred to as the “Corporation”).
- 1.2. **Principal Office.** The principal office of the Corporation shall be located at 3855 SW 153rd Drive, Beaverton, OR 97003.
- 1.3. **Other Offices.** Branch or subordinate offices may at any time be established by the Board of Directors at any place or places.
- 1.4. **Purpose.** The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations which are organized not for profit may be organized under the General Corporation Law of Delaware.  
  
The primary purpose of the Corporation is to is to promote the development and adoption of open, accessible standards and respective specifications as well as recommendations and solutions relating to UWB (Ultra Wide Bandwidth) technology and products and services relating thereto (collectively, “Specifications and Other Solutions”); to provide for testing and conformity assessment of implementations in order to ensure and/or facilitate compliance with the Specifications and Other Solutions; to operate a branding program based upon distinctive trademarks to create high customer awareness of, demand for, and confidence in products designed in compliance with the Specifications and Other Solutions; and to undertake such other activities as may from time to time be appropriate to further the purposes and achieve the goals set forth above.
- 1.5. **Nonprofit Status.** The Corporation is organized and shall be operated as a non-stock, not for profit membership corporation organized under the General Corporation Law of the State of Delaware. The Board of Directors may, in its sole discretion, elect to seek exemption from Federal taxation for the Corporation pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter, the “Code”). In the event that such exemption is sought and until such time, if ever, as such exemption is denied or lost, the Corporation 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. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.
- 1.6. **Joint Research and Development Venture.** In working toward the achievement of its stated purpose, the Corporation and its Members intend to comply with the National Cooperative Research and Production Act, 15 U.S.C.A. §4301 et seq. (the “NCRPA”), and to engage in a “joint research and development venture” as defined therein.

## 2. MEMBERS

**2.1. Classes of Membership.** The Corporation shall have seven classes of membership: Sponsor Members, Contributor Members, Associate Members, Adopter Members, Test Lab Members, Educational and Academic Members, and Affiliate Members. 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 2.13 of these Bylaws.

Sponsor Members and Contributor Members, and any future classes of Members that are entitled to voting rights in the Corporation, shall be collectively referred to as "Voting Members". All voting and non-voting memberships in the Corporation are collectively referred to in these Bylaws as "Memberships", and an entity holding Membership is referred to in these Bylaws as a "Member".

### 2.2. General Conditions of Membership.

2.2.1. Any association, partnership, organization, governmental agency, company, corporation, academic or non-profit entity shall be admitted to Membership by: (a) acceptance by the Corporation of its written application therefor on such form as may be from time to time required by the Corporation (the "Membership Application") and (b) payment of such application fees, assessments, initiation fees (if any), annual dues (the "Annual Membership Fees"), subsequent dues, or other fees or penalties for late payment for such class of Membership as may from time to time be established by the Board of Directors (collectively, "Financial Obligations").

2.2.2. Companies that commit to actively participate in the work of the Corporation and that (subject to Section 13.3 of these Bylaws) have the ability to significantly contribute to the UWB ecosystem by adopting UWB technology in products and services and by promoting such technology may apply for Sponsor Membership. The total number of Sponsor Members shall be at least two (2) and not more than seventeen (17). In considering the admission of a new Sponsor Member, the Board of Directors may, on a reasonable and non-discriminatory basis, take into account the impact that the admission of an applicant may have on the balance of representation on the Board (e.g., with reference to industry segments and geography).

2.2.3. Related Companies (defined in Section 2.10.2 below) of Sponsor Members or Contributor Members may apply for Affiliate Membership; provided that the Sponsor Member or Contributor Member that is a Related Company of any such Affiliate Member shall cause such Affiliate Member to comply with all applicable terms and conditions of Affiliate Membership, and shall be responsible for such compliance.

2.2.4 A Member shall remain in good standing as a Member provided (i) such Member has paid all applicable Financial Obligations within the period set by the Board of Directors, (ii) the Member continues to meet all of the other requirements of Membership, as from time to time determined by the Board of Directors, (iii) the Member's Membership has not been suspended, and (iv) if such Member is a Sponsor Member or Contributor Member, each Affiliate Member that is a Related Company of such Member is in such

good standing and otherwise in compliance with all applicable terms and conditions of Affiliate Membership.

2.2.5. Each Member shall participate in the activities of the Corporation 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 Corporation, provided, however, that this Section 2.2.5 shall not be read to imply any limitation of Section 13.3 of these Bylaws.

- 2.3. **Sponsor Membership.** Each Sponsor Member, while in good standing, shall be entitled to: (a) designate one representative to serve as a member of the Board of Directors (each member of the Board of Directors is a “Director”); (b) designate two alternative individuals to act as a Director in the original Director’s stead, whether for a single meeting or as a standing alternate, pursuant to Section 4.3.4 below; and (c) all rights of Contributor Members.
- 2.4. **Contributor Membership.** Each Contributor Member, while in good standing, shall be entitled to: (a) vote (on a one vote per Voting Member basis) on each matter submitted to a vote of the Voting Members; (b) attend all annual and special meetings of the Members; (c) designate representatives to participate on a voting basis in each working group that the Board of Directors may establish and define in its sole discretion from time to time (each a “Working Group”); (d) nominate a representative to run for election as a chairman or vice-chairman of any Working Group; (e) all rights of Associate Members other than those set forth in Sections 2.5(b) and 2.5(d); and all rights of the Adopter Members other than those set forth in 2.6(a).
- 2.5. **Associate Membership.** Each Associate Member, while in good standing, shall be entitled to: (a) propose initiatives to be acted upon by the Corporation; (b) designate representatives to participate on a non-voting basis in each Working Group; (c) access to Draft Standards (defined in the Corporation’s Intellectual Property Rights Policy (“IPR Policy”)), Standards (defined in the IPR Policy and referred to in these Bylaws as “Standards”), and other working/final documents of the Corporation; and (d) all rights of Adopter Members.
- 2.6. **Adopter Membership.** Each Adopter Member, while in good standing, shall be entitled to: (a) subject to the availability of seats and to such requisites and limitations as the Board of Directors may define in its sole discretion from time to time, appoint non-voting representatives to attend all annual and special meetings of the Members held pursuant to Article 3 below; (b) receive copies by electronic distribution, without charge, of all Standards and other publications of the Corporation that are intended for public distribution, prior to distribution to the public; (c) apply to the certification program; (d) use the Corporation’s logo(s) and related trademark(s) for certified products in accordance with such applicable policies, requirements and/or usage guidelines as the Board of Directors may from time to time institute for such products; and (e) such other benefits, rights and privileges applicable to such Member’s Membership class as the Board of Directors may designate, or the Voting Members may from time to time institute by vote at any meeting of the Members.
- 2.7. **Test Lab Membership.** Each Test Lab Member, while in good standing, shall be entitled to: (a) subject to such limitations as the Board of Directors may define in its sole discretion from time to time, appoint non-voting representatives to attend and participate in meetings of the

Compliance and Certification Working Group established by the Corporation (the “C&C WG”); (b) eligibility to apply for certification as an approved test laboratory under the Corporation’s certification program; (c) access to draft and final documents and Standards, in each case, to the extent prepared by the C&C WG; and (d) the rights specified in Section 2.6(e) above.

**2.8. Educational and Academic Membership.** Each Educational and Academic Member, while in good standing, shall be entitled to: (a) subject to such limitations as the Board of Directors may define in its sole discretion from time to time, appoint non-voting representatives to participate as observers in each Working Group established by the Corporation; (b) access to all Standards; and (c) the rights specified in Section 2.6(e) above.

**2.9. Affiliate Membership.** Each Affiliate Member, while in good standing, shall be entitled to: (a) designate representatives to participate (on a non-voting basis, except as expressly provided below) in each Working Group; (b) if and to the extent authorized by the Sponsor Member or Contributor Member of which such Affiliate is a Related Company pursuant to Section 3.8 below, in the absence of such Sponsor Member or Contributor Member at the applicable Working Group meeting, vote as proxy on behalf of such Sponsor Member or Contributing Member at such meeting; (c) the rights of Associate Members specified in Section 2.5(c); and (d) the rights of Adopter Members specified in Sections 2.6(c) through 2.6(e) above.

## **2.10. Related Companies.**

2.10.1. Only the legal entity that has been accepted as a Member of the Corporation and its Subsidiaries (as defined below) shall be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member (the “Controlling Member”) and its Subsidiaries shall be treated together as a single Member. For purposes of this Section, the term “Subsidiaries” shall mean all Related Companies that a Member controls (defined below), either directly or indirectly.

2.10.2. Only one Member that is part of a group of Related Companies shall be entitled to have a representative on the Board of Directors at one time. For purposes of these Bylaws, the term “Related Company” shall mean, with respect to a Member, any past, present or future Person (defined below) that (a) is owned or controlled, directly or indirectly, by that Member; or (b) owns or controls that Member (either directly or indirectly); or (c) is under common ownership or control, directly or indirectly, with that Member. For purposes of the foregoing: (i) “owned”, “owns”, and “ownership” mean, with respect to a Person, the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of the Person (or less if the country of incorporation or the country of domicile of the entity requires that foreign ownership be less than fifty percent (50%)); (ii) “controlled”, “controls” and “control” means (A) the ability to elect a majority of the board of directors, (B) in relation to a partnership or other unincorporated association, the right to a share of more than half of its net assets or net income, (C) the power to direct or control the management and affairs of a Person (e.g., a subsidiary), or (D) the ownership of securities or other instruments representing fifty percent (50%) or more of the outstanding voting power of a particular Person, which shall conclusively constitute control for purposes of this definition (or less if the country of incorporation or the country of domicile of the entity

requires that foreign ownership be less than fifty percent (50%)); and (iii) "Person" means a trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal or governmental entity.

- 2.10.3. If a Member is itself a consortium, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member shall extend only to the representatives (employees and individuals serving on a contractor basis) of such Member, and not to its members or sponsors, unless otherwise approved by the Board of Directors in a specific case from time to time.
- 2.10.4. The Membership Application shall require that each entity applying for Membership in the Corporation is the ultimate parent entity within its group of Related Companies, i.e., that no entity has more than 50% of voting rights, voting securities, or membership interests in such applying entity, unless: (i) the applying entity obtains a co-signature of the ultimate parent company within its group of Related Companies binding its Related Companies to the IPR Policy; or (ii) the Board of Directors passes a resolution with a Hyper Majority Vote that no such co-signature is required and the applying entity provides in connection with its Membership Application such contractual safeguards as are deemed sufficient by the Board of Directors to address the risks associated with Intellectual Property (defined below) owned or controlled by the Related Companies of the applying entity and also provides the Board of Directors with a sufficient explanation of why obtaining such a co-signature is not feasible.
- 2.10.5. Subsidiaries of Members may not apply for Membership as Voting Members. In the event that the Membership of such a Subsidiary is suspended or terminated, it may nevertheless participate in activities of the Corporation to the extent otherwise permitted for Subsidiaries that are not Members in their own right. If an entity applies for Membership while one of its Subsidiaries is a Voting Member, then such Subsidiary either: (i) shall be demoted to a non-voting Membership class effective the date of acceptance of Membership of the new Member (without refund of any Annual Membership Fees or other Financial Obligations already paid); or (ii) may choose to resign from its membership effective the date of acceptance of Membership of the new Member (which has the effect that the new Member and its Subsidiaries shall be treated together as a single Member); or (iii) may transfer its Membership to the Controlling Member to the extent otherwise permissible under Section 2.11. Applications for Membership of Subsidiaries must fulfill Section 2.10.4. If a Member becomes the Subsidiary of another Member, rules equivalent to Section 2.10.6 shall be applied.
- 2.10.6. If a Member becomes the Subsidiary of a third party that is not a Member in the Corporation, such Member shall: (i) provide a co-signature of its new ultimate parent company to the extent required by Section 2.10.4; or (ii) transfer its Membership to an appropriate parent company as described in Section 2.11, and, if such entity is not its ultimate parent, in addition provide a co-signature of such ultimate parent to the extent required by Section 2.10.4.



- 2.11. **Transfer of Memberships.** Memberships shall be non-transferable, nonsalable and non-assignable, except that, subject to Section 2.10 above, 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 a Related Company that is also its direct or indirect parent; in each case, provided that the transferee agrees to be bound by these Bylaws, the Certificate of Incorporation and such policies and procedures as the Board of Directors may from time to time adopt.
- 2.12. **Rights in Intellectual Property.** All rules relating to intellectual property of any type submitted to or owned, adopted or created by the Corporation, including without limitation, (i) patents, patents applications and copyrights anywhere in the world and (ii) any of the same which may be represented by any Specifications and Other Solutions, guidelines, policies, procedures and tests (collectively, "Intellectual Property"), specific license rights that may be granted therein (to the extent that the Corporation has the right to grant the same), and the fees (if any) which the Corporation may charge Members and third parties for access to and use of such Intellectual Property, shall be subject to the Corporation's Intellectual Property Rights Policy (the "IPR Policy") and related rules of procedure (the "Rules of Procedure") as may from time to time be adopted, amended or modified by Hyper Majority Vote (defined in Section 4.10.3 below) of the Board of Directors.
- 2.13. **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 Corporation 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 15 of these Bylaws.
- 2.14. **Termination or Suspension of Membership.** The Membership of any Member in good standing may be terminated or suspended for material cause (as determined by the Board of Directors in a reasonable and non-discriminatory manner, including but not limited to for failure of such Member (or of any Affiliate Member that is a Related Company of such Member) to satisfy Financial Obligations or otherwise comply with the requirements of Membership for the applicable Membership class as from time to time determined by the Board of Directors), and Membership of any Member not in good standing may be terminated or suspended without cause, by the Board of Directors with a Super Majority Vote. Any Financial Obligations already paid shall not be refundable upon the Member's suspension or termination of Membership, and all Financial Obligations of such Member which may be accrued and unpaid as of such date shall remain due and payable. No termination or suspension of Membership (other than for non-payment of Financial Obligations) shall be effective, however, unless: (a) the Member is given notice of the proposed termination 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 Corporation's records; (c) such notice is given at least thirty (30) days prior to the effective date of the proposed termination or suspension of Membership; and (d) such notice sets forth a procedure determined by the Board of Directors to decide whether or not the proposed termination 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, at its sole cost and expense) or in writing, not less than five (5) days before the effective date of the proposed termination or suspension. Any termination or suspension of Membership for non-payment of Financial Obligations may be effected by written notice from the Chairman of the Corporation (the “Chairman” as defined hereinafter) pursuant to such rules as the Board of Directors may from time to time adopt.

- 2.15. Resignation by Member.** A Member may resign as a Member at any time. Any Financial Obligations already paid shall not be refundable in such event, and all Financial Obligations of such Member which may be accrued and unpaid as of such date shall remain due and payable.
- 2.16. Levy of Dues, Assessments or Fees.** The Corporation may levy Financial Obligations upon its Members in such amount as may be approved from time to time by the Board of Directors with a Super Majority Vote, but a Member upon learning of any increase in or levy of Financial Obligations, may avoid liability therefor by resigning from Membership pursuant to Section 2.15 above prior to the date such Financial Obligations are due and payable, except where the Member is, by contract with the Corporation or otherwise, independently and explicitly liable for such Financial Obligations. No provision of the Certificate of Incorporation or these Bylaws of the Corporation authorizing such Financial Obligations shall, of itself, create such liability. In no event shall the failure of a Member to pay any Financial Obligations give rise to any claim in favor of the Corporation for indirect or consequential damages. Subject to approval by Super Majority Vote of the Board of Directors and the provisions of Section 2.10, the Corporation may offer discounted Annual Membership Fees to Membership applicants that are Related Companies of then existing Members. Subject to the approval of the Board of Directors with Super Majority Vote, the Corporation may exchange Memberships with other consortia, trade associations and similar non-profit organizations on a no-fee or reduced-fee basis, where it is believed that such cross membership is in the best interests of the Corporation and its Members.
- 2.17. Use of Names.** Neither the Corporation 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 Corporation (a) may disclose such Member’s Membership in the Corporation as necessary to comply with applicable governmental or regulatory requirements or programs, including but not limited to tax matters and the disclosure and notification requirements of the NCRPA, and (b) may disclose and publicize such Membership by listing the Member’s name and (with such Member’s prior approval) logo on the Corporation’s website or in its marketing materials regarding the Members’ Memberships in the Corporation.

### 3. MEETING OF MEMBERS

- 3.1. Place of Meetings.** All meetings of the Members shall be held at such place within or without the State of Delaware and at such times as may be fixed from time to time by the Board of Directors.

- 3.2. Annual Meetings.** Annual meetings of Members ordinarily shall be held by written consent or by vote submitted by electronic transmission (“Electronic Vote”) pursuant to Section 3.10. Notwithstanding the foregoing, however, the Board of Directors may call any annual meeting to be held in person.
- 3.3. Special Meetings.** Special meetings of the Members may be called at any time by order of the Board of Directors or at the request in writing of at least ten percent (10%) of the Voting Members eligible to vote at such meeting.
- 3.4. Notice of Meetings.** Except as otherwise provided by law or these Bylaws, written notice of each meeting of the Members, annual or special, stating the place, date and hour of the meeting, and, in the case of a special meeting, the general agenda and the purpose or purposes for which the meeting is called, and such other information as may be required by law shall be given not less than thirty nor more than sixty days before the date of the meeting, to each Member entitled to attend such meeting.
- 3.5. Quorum.** Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, fifty percent (50%) or more of the Voting Members entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business by the Voting Members at all meetings of the Members; provided, however, that in the case of any action which, by provision of these Bylaws, would require the vote of a single class of the Voting Members, fifty percent (50%) or more of the Voting Members of such class entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business by such class of the Voting Members at all meetings of the Members. Member Committees and Sub-Groups shall have the same rules relating to quorum requirements and voting majorities as provided for in these Bylaws, unless otherwise approved by a Super Majority Vote of the Board of Directors.
- 3.6. Adjournments.** Any meeting of Members may be adjourned from time to time to any other time and to any other place at which a meeting of Members may be held under these Bylaws or by law, which time and place and such other information as may be required by law (including means of remote communication for the adjourned meeting, if applicable) shall be announced at the meeting, by the affirmative vote of no less than two-thirds (2/3) of the Voting Members present in person or represented by proxy at the meeting and entitled to vote, though less than a quorum, or, if no Voting Member is present or represented by proxy, by any Officer (defined in Section 6.1 below) entitled to preside at or to act as Secretary of such meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member.
- 3.7. Action at Meetings.**
- 3.7.1.** Unless the question is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required (in which case such express provision shall govern and control the decision of such question), when a quorum is



present at any meeting of the Members, the affirmative vote of no less than 50% of all votes cast (disregarding abstentions) by Voting Members, present in person or represented by proxy at such meeting and entitled to vote on the question, shall be the act of the Voting Members; provided, however, in the event that any vote is to be taken of a single class of Voting Members, when a quorum of such class of Voting Members is present at any meeting of the Members, the affirmative vote of no less than 50% of all votes cast (disregarding abstentions) by such class of Voting Members, present in person or represented by proxy at such meeting and entitled to vote on the question, shall be the act of such class of Members; and provided further, that for any action which, by provision of these Bylaws, would require a Super Majority Vote or unanimous vote of the Board of Directors, the same higher percentage of Voting Members as would be required for the Board of Directors to approve such action shall also be required for the Voting Members to approve such action, regardless of whether quorum is present.

3.7.2. Matters to be submitted to a vote of the Voting Members regarding governance of the Corporation as a corporate entity shall, unless otherwise required by these Bylaws or the Certificate of Incorporation, be limited solely to matters expressly requiring the approval of members of a non-stock, not for profit corporation in accordance with applicable law. In the event a vote of the Voting Members is to be taken upon the recommendation of the Board of Directors in respect of any (i) merger or consolidation of the Corporation, (ii) dissolution, liquidation or winding up of the Corporation or (iii) sale, lease or exchange of all or substantially all of the assets and property of the Corporation, then the affirmative vote of no less than two-thirds (2/3) of the Voting Members entitled to vote on the question shall decide such question regardless of Section 3.5 above.

3.8. **Proxies.** Each Member entitled to vote at a meeting of Members, or to express consent or dissent to corporate action in writing without a meeting, may authorize another person or persons (including but not limited to, in the case of a Sponsor Member or Contributor Member, an Affiliate Member that is a Related Company of such Sponsor Member or Contributor Member) to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

### 3.9. **Waiver of Notice or Consent.**

3.9.1. The transactions of any meeting of Members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after call and notice, if a quorum is present either in person or by proxy, and either before or after the meeting, each Voting Member entitled to vote, who is not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes.

3.9.2. A Member's attendance at a meeting also shall constitute a waiver of notice of and presence at that meeting, unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the

consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

### **3.10. Action Without Meeting or by Electronic Vote.**

- 3.10.1. Any action required or permitted to be taken at any annual or special meeting of Members, or at any meeting of a Member Committee, Sub-Group or single class of Voting Members, may be taken without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by Members (or class of Members, as the case may be) making up not less than that percentage of all Members (or such class of Members, as the case may be) as would be necessary to authorize or take such action at a meeting at which all Members (or class of Members, as the case may be) entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those otherwise entitled to vote thereon who have not consented in writing. An electronic transmission consenting to an action to be taken and transmitted by a Member or proxy holder, or by a person or persons authorized to act for a Member or proxy holder, shall be deemed to be written, signed and dated for the purposes of this Section, provided that it meets the requirements of Section 3.10.3 below.
- 3.10.2. Any action required or permitted to be taken at any annual or special meeting of Members, or at any meeting of a Member Committee, Sub-Group or single class of Voting Members, may be taken by Electronic Vote if (i) Electronic Votes setting forth the proposed action and meeting the requirements of Section 3.10.3 below are sent to all Members entitled to vote thereon, (ii) Members (or such class of Members, as the case may be) making up not less than that percentage of all Members (or such class of Members, as the case may be) as would be necessary to achieve a quorum at a meeting of such Members (or class of Members, as the case may be) submit Electronic Votes to the Corporation and (iii) Members (or such class of Members, as the case may be) making up not less than that percentage of all Members (or such class of Members, as the case may be) as would be necessary to authorize or approve such action at a meeting at which a quorum of the Members (or class of Members, as the case may be) were present submit Electronic Votes to the Corporation affirmatively approving such action.
- 3.10.3. Any electronic transmission (including Electronic Votes) must set forth or be delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the Member or proxy holder or by a person or persons authorized to act for the Member or proxy holder and (ii) the date on which such Member or proxy holder or authorized person or persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent or Electronic Vote was signed or cast (as the case may be). No consent given by electronic transmission or Electronic Vote shall be deemed to have been delivered until such consent or Electronic Vote is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its registered office in Delaware,

its principal place of business or an Officer or agent of the Corporation having custody of the book in which proceedings of meetings of Members are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by electronic transmission and Electronic Votes may be otherwise delivered to the principal place of business of the Corporation or to an Officer or agent of the Corporation having custody of the book in which proceedings of meetings of Members are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the Corporation.

3.10.4. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

3.11. **Order of Business.** The order of business at all meetings of the Members shall be determined by the presiding officer designated by the Board of Directors, but the order of business to be followed at any meeting at which a quorum is present may be changed by a vote of the Members entitled to vote thereat. The Board of Directors may prescribe rules for meetings as are determined by the Board of Directors to be appropriate.

## 4. DIRECTORS

4.1. **Powers; Voting.** The business and affairs of the Corporation shall be managed by its Board of Directors, which shall be, and shall possess all of the powers of, the "Governing Body" of the Corporation as a not-for-profit, nonstock membership corporation under Delaware General Corporation Law. The Board of Directors may exercise all powers of the Corporation 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.

4.2. **Number of Directors.** Each Sponsor Member shall appoint no more than one Director. Each Director shall be either (a) an employee of the Member who appoints such individual as a Director or (b) an individual paid contractor of such Member who is under the direction and control of such Member.

### 4.3. **Nomination, Election and Term of Office of Directors**

4.3.1. Each Sponsor Member (while remaining in good standing) shall be entitled individually to nominate and elect one (1) Director; each Director shall have a term of one (1) year, and thereafter until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

4.3.2. Each Director may be appointed for an unlimited number of additional one (1) year terms. Each Director is automatically appointed for such additional one (1) year term at

the end of each term, unless the respective Member removes such Director or appoints a different Director. No Member (including its Related Companies) shall be represented by more than one (1) Director.

- 4.3.3. 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 such Director ceases to be a Sponsor 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 of Directors, upon which event one of the two representatives, as designated by the surviving Member, shall be deemed to have resigned, or (v) the termination of the employment of such Director by the Member represented by such Director. In addition, during such times as a Member is not in good standing, the attendance and voting rights of any representative on the Board of Directors representing such Member shall be suspended until such time as the Member regains good standing.
- 4.3.4. Each Sponsor Member may designate in writing (which designation may be withdrawn in writing at any time by such Member) two alternative individuals to act as a Director in the original Director's stead, whether for a single meeting or as a standing alternate. Any such alternate Director shall be entitled to (i) attend and vote at all meetings which the original Director does not attend, (ii) sign all written consents in lieu of the original Director, and (iii) otherwise exercise the duties and enjoy the privileges of the original Director in the absence or unavailability of the original Director. In addition, in lieu of making such a substitution, any Director who will be absent for any meeting may deliver a written proxy to the Chairman or any other Director present at that meeting (the "Proxy Holder"), authorizing the Proxy Holder to vote as instructed in such proxy. Any such proxy shall be valid only with respect to the meeting and such specific matters (or with respect to all matters, if so desired) as may be stated in such proxy.
- 4.3.5. The Board of Directors may approve from time to time by a Super Majority Vote of such reasonable attendance and other requirements as it shall deem to be advisable to ensure that Board seats are held by active, contributing individuals. Unless otherwise so required, a Director's voting rights shall automatically be suspended, if such Director is absent from two (2) consecutive meetings of the Board of Directors and is then absent at the next (third) consecutive meeting. Thereafter, such suspension shall automatically be lifted at such time as such Director next attends a meeting of the Board of Directors, with such voting rights resuming at the commencement of such meeting. For the purpose of determining the reasonable attendance, the presence of an alternate Director or by proxy at a meeting, or active participation in Actions by Consent according to Section 4.11, shall constitute presence at the meeting.
- 4.3.6. Notwithstanding the foregoing or anything else to the contrary in these Bylaws, for the purpose of incorporation of the Corporation, a Director Pro Tem may be appointed, and while serving in such capacity may hold any office of the Corporation. The Director Pro Tem shall be a Director, need not satisfy the requirements of the second sentence of Section 4.2 or the fifth sentence of Section 6.1, and may perform all actions necessary,

appropriate or required in the capacity as a Director and Officer of the Corporation, including the establishment of bank accounts, the execution of legal documents, and the approval of applications from those seeking to become Sponsor Members; provided, however, that the term of the Director Pro Tem shall expire automatically on the date when the Corporation has three Sponsor Members.

- 4.4. **Resignation.** Any Director may resign at any time upon notice to the Corporation in writing or by electronic transmission at its principal place of business or to the Chairman 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.
- 4.5. **Removal.** Any Director who was elected by a Member under Section 4.3 may be removed, 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 Super Majority Vote of the other Directors.
- 4.6. **Replacement.** In the event a vacancy in the Board of Directors occurs as a result of death, resignation or removal of a Director, the Member whose director vacated his or her seat on the Board of Directors shall appoint a replacement director by providing written notice to the Board of Directors indicating the name of the newly appointed director.
- 4.7. **Place of Meetings.** The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.
- 4.8. **Regular Meetings.** The Board of Directors may schedule meetings to occur on a regular basis (each a "Regular Meeting"). Regular Meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors; 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 of Directors 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 of Directors may be called by the Chairman 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 business days' notice to each Director, either 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 of Directors need not specify the purposes of the meeting.
- 4.10. **Quorum, Action at Meeting, Adjournments.**
- 4.10.1. Except where a "Hyper Majority Vote", "unanimous vote" or "unanimous consent" is required under these Bylaws or otherwise set forth in these Bylaws, at all meetings of the Board of Directors two thirds of the Directors then in office shall constitute a quorum for the transaction of business and the act of a Super Majority Vote of the Directors present at any meeting, at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the



Certificate of Incorporation. Without limiting the generality of the foregoing, a Super Majority Vote shall be required in order for any Draft Standard to be formally adopted by the Corporation as a Standard. 4.10.2. In order to pass a “Super Majority Vote”, a resolution must either (a) be taken at a meeting of the Board of Directors at which no less than two-thirds (2/3) of the Directors then in office are in support of such resolution and have voted affirmatively, or (b) have been approved in the manner described in Section 4.11 below by the consent or Electronic Vote of an equivalent number of Directors.

4.10.3. Hyper Majority Vote shall be required with respect to the following matter(s): (i) Adopting or amending the IPR Policy or Rules of Procedure.

4.10.4. In order to pass a Hyper Majority Vote, a resolution must either (a) be taken at a meeting of the Board of Directors at which no less than 80% of the Directors then in office are in support of such resolution and have voted affirmatively, or (b) have been approved in the manner described in Section 4.11 below by the consent or Electronic Vote of an equivalent number of Directors.

4.10.5. No Director whose attendance and voting rights have been suspended shall be counted for purposes of determining quorum, the number of Directors then in office or the number of Directors required for voting purposes, during the continuation of such suspension unless otherwise required by law, these Bylaws or the Certificate of Incorporation.

4.10.6. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present thereat 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 for each such Director so disqualified.

4.11. **Action by Consent.** Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting and without prior notice if at least two-thirds (2/3) of the Directors then in office (or such greater number of Directors as may be required by law or the Bylaws of the Corporation for the taking of any such action at a meeting) consent thereto in writing or by electronic transmission, and the writing or writings, or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors, provided that: (i) such written consent shall have been sent simultaneously to all Directors then in office for their consideration; (ii) prompt written notice of any action so taken is given to those Directors who have not consented in writing or by electronic transmission; and (iii) two or more such Directors have not objected to the taking of any such action by written notice delivered to the Corporation within ten business days following the date that written notice of the Directors action is mailed or otherwise delivered to such Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Notwithstanding the foregoing, the ability of two or more non-consenting Directors to prevent the taking of an action by written consent under

clause 4.11 (iii) above shall not prevent any such action from being taken at a later date at an actual meeting of the Board of Directors or in accordance with Section 4.10.

- 4.12. Meetings by Electronic Means.** Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors, as the case may be, by means of conference telephone, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear 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 Corporation.
- 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 Super Majority Vote of the Board of Directors as set forth in Section 4.10, the Corporation may reimburse Directors for reasonable expenses, in such amounts as the Board of Directors may determine to be appropriate. 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 therefor. The Directors may also provide reimbursement of expenses for members of Member Committees in connection with their service on such Member Committees or Sub-Groups.
- 4.15. Notification of Pending Legal Actions.** Directors must notify at their earliest convenience the full Board of Directors of the Corporation of any legal actions being taken against the Corporation immediately upon being informed of the existence of any such action.

## 5. MEMBER COMMITTEES AND OTHER COMMITTEES

- 5.1.** From time to time, the Board of Directors may establish, by a Super Majority Vote, Member Committees, including but not limited to the Technical Committee, the Marketing Committee the Compliance Committee, and other committees of the Members (each Technical Committee, Marketing Committee, Compliance Committee and other such member committee is hereinafter referred to as a “Member Committee”), and Working Groups, Task Groups, sub-committees, and other working groups and special interest groups thereof (each a “Sub-Group”).
- 5.2.** A Technical Committee of the Corporation shall be established. The Technical Committee and its Sub-Groups shall be the primary Member-level forum for the discussion and preliminary adoption of Specifications and Other Solutions, subject to the review, and within the strategic direction established, by the Board of Directors, and such Technical Committee shall otherwise have such rights and privileges, and shall have such number of voting and non-voting members, as shall from time to time be established by the Board of Directors. The Technical Committee may make technical recommendations to the Board of Directors concerning Specifications and Other Solutions and testing thereof, may coordinate and implement the same, and may undertake such other tasks as may from time to time be

established by the Board of Directors, provided that all Specifications and Other Solutions may only be finally adopted by the Board of Directors.

- 5.3. A Marketing Committee of the Corporation may be established at such time as deemed advisable by the Board of Directors. The Marketing Committee and its Sub-Groups shall be the primary Member-level forum for the discussion of activities intended to promote the mission of the Corporation generally in the industry, subject to the review, and within the strategic direction established, by the Board of Directors, and such Marketing Committee shall otherwise have such rights and privileges, and shall have such number of voting and non-voting members, as shall from time to time be established by the Board of Directors. The Marketing Committee may make recommendations to the Board of Directors concerning promotional matters relating to Specifications and Other Solutions adopted by the Corporation, may coordinate and implement the same, and may undertake such other tasks as may from time to time be permitted by the Board of Directors.
- 5.4. A Compliance Committee of the Corporation may be established at such time as deemed advisable by the Board of Directors. The Compliance Committee and its Sub-Groups shall be the primary Member-level forum for the discussion of activities relating to the establishment and maintenance of a compliance and certification program, subject to the review, and within the strategic direction established, by the Board of Directors, and such Compliance Committee shall otherwise have such rights and privileges, and shall have such number of voting and non-voting members, as shall from time to time be established by the Board of Directors. The Compliance Committee may make recommendations to the Board of Directors concerning compliance and certification matters, may coordinate and implement the same, and may undertake such other tasks as may from time to time be permitted by the Board of Directors.
- 5.5. Except as otherwise provided by the Board of Directors, each Member Committee, Working Groups and Sub-Group may adopt its own rules 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 of Directors, 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 by the Voting Members.

## 6. OFFICERS

- 6.1. **Officer.** The officers of the Corporation (each an “Officer”) shall be a Chairman, a Vice Chairman, a Treasurer and a Secretary. The Corporation may also have, at the discretion of the Board of Directors, a President and other Officers with titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3. When the Corporation has a Chairman, that individual shall preside over meetings of the Board of Directors. One person may hold two or more offices unless the Certificate of Incorporation or these Bylaws otherwise provide; provided, however, that the Chairman may not serve as the Vice Chairman, the Treasurer or the Secretary. Each Officer shall be an employee or officer of a Sponsor Member; provided, however, the Board of Directors may hire a third party expert

(who is not an employee or officer of a Member but has expertise required for such position) as an Officer of the Corporation other than Chairman and Vice Chairman. In the event that any Officer (who is an employee or officer of a Sponsor Member) shall cease to be such an employee or officer (either because such Member has ceased to be a Sponsor 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 Corporation, continue to be an Officer for a period of up to 60 days. If, by the end of such period, such Officer has become an employee or officer of a Sponsor 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 Corporation.

- 6.2. **Election.** The Board of Directors at its first meeting after each annual meeting of Members shall choose a Chairman, a Vice Chairman (if any), a President (if any), a Secretary, and a Treasurer, in each case, by Super Majority Vote. Other Officers may be elected by the Board of Directors with a Super Majority Vote at such meeting, or at any other meeting or by written consent, and all Officers may be replaced, at any other meeting, or by written consent.
- 6.3. **Tenure.** Each Officer shall serve a term of two-years and until his or her successor is chosen and qualifies, unless a different term is specified in the vote choosing or electing him, or until his or her earlier death, resignation or removal. Any Officer elected by the Board of Directors may be removed at any time by the Board of Directors by Super Majority Vote. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors, at its discretion. Any Officer may resign by delivering his or her written resignation to the Corporation 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.
- 6.4. **Chairman.** The Chairman shall preside at all meetings of the Board of Directors and the Members. The Chairman shall oversee the management of the business of the Corporation and see that all orders and resolutions of the Board of Directors are carried into effect. Without limiting the foregoing, the Chairman shall (a) Execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation, 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 of Directors to some other Officer or agent of the Corporation; and (b) Oversee the President (if any).
- 6.5. **Vice-Chairman.** In the absence of the Chairman or in the event of his or her inability or refusal to act, a Vice-Chairman designated by the Board of Directors (or in the absence of such designation, then the Vice-Chairman with the longest tenure in office) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairmen shall perform such other duties and have such other powers as the Board of Directors or the Chairman may from time to time prescribe.
- 6.6. **President.** The President (if any), shall preside over the day to day affairs of the Corporation under the direction of the Board of Directors and the Chairman, and shall perform such other

duties and have such other powers as the Board of Directors or the Chairman may from time to time prescribe.

- 6.7. **Secretary.** The Secretary shall have such powers and perform such duties as are incident to the office of Secretary, and shall: (a) prepare and maintain lists of Members and their addresses as required; (b) attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and perform or supervise like duties for the standing Member Committees and Sub-Groups when required; (c) give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and perform such other duties as may be from time to time prescribed by the Board of Directors, and be under their supervision; and (d) have custody of the corporate seal of the Corporation and the Secretary, or an Assistant Secretary, have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by signature of the Secretary or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other Officer to affix the seal of the Corporation and to attest the affixing by such Officer's signature. Notwithstanding the foregoing, upon prior notice to the Board, the Secretary may delegate and supervise any or all of the foregoing duties and actions to a person or service provider retained by the Corporation.
- 6.8. **Treasurer.** The Treasurer shall perform such duties and shall have such powers as may be assigned to him or her by the Board of Directors or the Chairman. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman and the Board of Directors, when the Chairman or Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. Notwithstanding the foregoing, upon prior notice to the Board, the Treasurer may delegate and supervise any or all of the foregoing duties and actions to a person or service provider retained by the Corporation.
- 6.9. **Compensation.** The compensation, if any, of the Officers shall be fixed from time to time by the Board of Directors, and no Officer shall be prevented from receiving such compensation by reason of the fact that the Officer is also a Director of the Corporation.

## 7. NOTICES

### 7.1. Delivery.

- 7.1.1. 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 such



Director or Member at his, her or its address for such form of delivery as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Corporation 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 Corporation. Any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation 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 Corporation, with postage thereon prepaid.

- 7.1.2. 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 Corporation; (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 Corporation; (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, mail 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 Corporation 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 Corporation 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.
- 7.1.3. 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.

7.1.4. Without limiting the foregoing, the Corporation adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Corporation 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.

## 8. INDEMNIFICATION

8.1. **Actions other than by or in the Right of the Corporation.** The Corporation 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 Corporation) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation 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 Corporation, 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 Corporation, 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 Corporation.** The Corporation 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 Corporation 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 Corporation, or is or was serving at the request of the Corporation 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 Corporation 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 of this Article 8 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 of this Article 8 (unless ordered by a court) shall be made by the Corporation 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 though less than a quorum, or (2) by the Members of the Corporation.
- 8.5. **Advance Payment.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation 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 Sections 8.1 and 8.2 to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article 8.
- 8.6. **Non-Exclusivity.** The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article 8 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 Corporation's obligation to advance expenses (including attorney's fees).
- 8.8. **Insurance.** The Board of Directors may authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation 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 Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 8.
- 8.9. **Continuation of Indemnification and Advancement of Expenses.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 8 shall continue as

to a person who has ceased to be a Director, Officer, employee or agent of the Corporation 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 8 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 8 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 8 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.

## 9. BOOKS AND RECORDS

- 9.1. **Books and Records.** The Corporation shall keep adequate and correct books and records of account, minutes of the proceedings of the Members and the Board of Directors, and a record of the Members giving their names and addresses and the class of Membership held by each.
- 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 of Directors shall cause such reports to be prepared, filed and/or distributed as may be required.
- 9.4. **Record Date.** In order that the Corporation 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 Corporation'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 of Directors may fix, in advance, a record date, which shall not be more than sixty days nor fewer than ten days before the date of such meeting, nor prior to the adoption of the resolution by the Board of Directors 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 of Directors 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 of Directors is necessary, shall be the day on which the first written consent is

delivered to the Corporation. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when prior action by the Board of Directors is necessary, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

- 9.5. **Registered Members.** The Corporation 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 Financial Obligations each 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.

## 10. TRANSACTIONS WITH INTERESTED PARTIES

10.1. No contract or transaction between the Corporation and one or more of its Directors or Officers, or between the Corporation 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 of Directors which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

10.1.1. The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors, and the Board of Directors in good faith authorizes the contract or transaction by a Super Majority Vote of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

10.1.2. The material facts as to his or her relationship or interest and 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

10.1.3. The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors or the Voting Members.

10.2. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors for purposes of authorizing the contract or transaction.

## 11. GRANT, CONTRACTS AND OTHERS

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



of Directors. The Board of Directors may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Corporation to make any such grants, contributions or assistance.

- 11.2. **Execution of Contracts.** The Board of Directors may authorize any Officer, employee or agent of the Corporation, in the name and on behalf of the Corporation, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited.
- 11.3. **Checks and Drafts.** All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Directors.
- 11.4. **Deposits.** The funds of the Corporation not otherwise employed shall be deposited from time to time to the order of the Corporation in such banks, trust companies, or other depositories, or shall be otherwise invested, as the Board of Directors may select or direct, or as may be selected or directed by an Officer, employee or agent of the Corporation to whom such power may from time to time be specifically delegated by the Board of Directors.

## 12. GENERAL PROVISIONS

- 12.1. **Fiscal Year.** The fiscal year of the Corporation shall be determined, and may be changed, by resolution of the Board of Directors.
- 12.2. **Reserves.** The Directors may set apart out of any funds of the Corporation a reserve or reserves for any proper purpose and may abolish any such reserve.
- 12.3. **Seal.** The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the word "Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise made visible. The seal may be altered from time to time by the Board of Directors.
- 12.4. **Proprietary Rights.** The Corporation shall have the right to acquire, own and develop any interest in trademarks, copyrights and other intellectual property connected with, or incidental to, the affairs of the Corporation.
  - 12.4.1. The Corporation and each Member shall at all times comply with the terms of Exhibit A hereto.
  - 12.4.2. No express or implied right, whether by implication, estoppel, or otherwise, to any patent, copyright, trademark, trade secret, or other Intellectual Property right of any Member is or shall be deemed to be granted to the Corporation or to any other Member or non-Member by reason of its Membership in or participation in the activities of the Corporation, except as may be provided in the IPR Policy, Rules of Procedure or a separate written agreement executed by such Member.

12.4.3. No Member shall at any time be required to exchange proprietary information with any other Member solely by reason of its being a Member of the Corporation.

12.5. **Trademark Usage.** Unless otherwise approved by a Super Majority Vote of the Board of Directors, permission to use the Corporation logo, solely to identify a company's Membership in the Corporation, is automatically granted to each Member, but only as stipulated on the most recent FiRa Brand Guidelines document, and only during the period of time for which each company's Membership has not been terminated or suspended and has not been resigned. Neither Members nor non-members may use the Corporation Logo to identify their own product or service offerings or to assert endorsement of any product or service offering by the Corporation.

## 13. ANTITRUST COMPLIANCE

- 13.1. **General.** The Corporation 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 of Directors and the Chairman shall consult legal counsel and seek legal review whenever necessary to insure that the activities of the Corporation are conducted in conformance with such laws.
- 13.2. **Availability of Intellectual Property.** It is the good faith objective of the Corporation to make each completed and adopted Specifications and Other Solutions available on the same terms to all Members (including those who have not participated in the development of the same) and non-Members at the same point in time and on the same reasonable and non-discriminatory terms and conditions.
- 13.3. **No Obligation to Endorse.** No Member (or its Related Compan(ies)) shall, by sole reason of Membership or participation in the Corporation, be obligated to license, use or endorse any Intellectual Property developed or endorsed by the Corporation, or to conform any of its products to any standards or Specifications and Other Solutions developed or adopted by the Corporation, nor shall any such Member (or its Related Compan(ies)) be precluded from independently licensing, using or endorsing similar Intellectual Property, software, Specifications and Other Solutions or documentation developed by it or by others.

## 14. CONSTRUCTION AND TERMS

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. 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 holding. These Bylaws have been prepared in the English Language and the English Language shall be the official language of the Corporation.

## 15. AMENDMENTS

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by (i) a Super Majority Vote of the Board of Directors, provided that any Section of these Bylaws that refers to or requires a higher percentage vote or consent of the Board of Directors or Voting Members may only be altered, amended or repealed by such higher percentage vote or consent of the Board of Directors; or (ii) unanimous consent 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 of Directors or at any special meeting of the Members or of the Board of Directors, 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.

## Exhibit A

### Confidentiality Terms

**1. Confidential Information.** “Confidential Information” as used herein means any and all information and materials, including but not limited to business, financial, contractual, marketing and/or technical information, which (a) if in writing, is marked “confidential”, “proprietary” or other similar marking at the time of disclosure, (b) if provided orally or visually, is identified as confidential at the time of disclosure and confirmed in writing by the Corporation or disclosing party within 30 days of such disclosure, or (c) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure, in each case, to the extent disclosed, presented or otherwise made accessible through or in connection with any non-public meeting, discussion, communication or other activity of the Corporation (the “Activities”), including but not limited to Member meetings, Member Committee meetings, Working Group, Task Group, Sub-Group meetings, Board of Directors meetings, Member electronic mail distributions, Members’ only electronic platforms and portals, and activities associated with the development of Specifications and Other Solutions. Without limiting the foregoing, except as expressly provided herein, all information and materials disclosed, presented, or otherwise made accessible solely: (i) to Members, Corporation staff, and/or contractors or advisors of the Corporation obligated to maintain the confidentiality thereof or (ii) in connection with the Activities, shall be deemed to constitute Confidential Information and the Receiving Party thereof shall have the burden of proof to establish that the information or materials are subject to one or more of the Exceptions in Section 3 below.

**2. General Requirements.** Subject to Section 3 below, all Confidential Information shall be deemed to have been disclosed on a confidential basis, and treated accordingly by the Corporation and its Members. Without limiting the foregoing, except to the extent otherwise agreed in writing by the Corporation and, if applicable, the Member disclosing such Confidential Information (the Corporation and each such Member, a “Disclosing Party”), the Corporation and each Member and representative thereof receiving or otherwise obtaining Confidential Information (each a “Receiving Party”) shall (a) use such Confidential Information (and permit such Confidential Information to be used) solely for the purpose of participating in the Activities (the “Purpose”); (b) treat such Confidential Information with at least the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable degree of care; and (c) not, without the prior written consent of each applicable Disclosing Party in each instance, disclose or disseminate (or permit any other person to disclose or disseminate), in any way or form such Confidential Information other than to the following (each a “Permitted Recipient”), in each case, solely to the extent such Permitted Recipient needs to know such Confidential Information for the Purpose, has been advised of the Receiving Party’s obligations hereunder, and is obligated to restrict their use and disclosure of such Confidential Information solely to the Purpose and in a manner consistent with the restrictions set forth in this Exhibit: (i) employees of the Receiving Party; (ii) employees of Related Companies of the Receiving Party; and (iii) advisors, representatives, agents and contractors of the Receiving Party or its Related Companies. Under no circumstance shall the term “Permitted Recipient” include, or shall any Member disclose or disseminate (or permit the disclosure or dissemination of) any Confidential Information to, any Person that is not a Permitted Recipient.

**3. Exceptions.** The term Confidential Information shall not include any information that the Receiving Party can establish (a) is or becomes generally publicly available through no fault or breach of the Receiving Party; (b) is received from a third party who has a lawful right to disclose such information; (c) is disclosed by the applicable Disclosing Party to a third party without substantially the same restrictions as set forth herein; (d) was in the possession of the Receiving Party prior to its receipt of the information in connection with the Activities; (e) is independently developed by the Receiving Party without any use of or reference to Confidential Information of a Disclosing Party; or (f) constitutes work product of the Corporation, including but not limited to, Specifications or Other Solutions, and has been published following approval for publication by the Board of Directors or in writing by the Member Committee, Working Group, Task Group, or Sub-Group in question. Notwithstanding the above, no Receiving Party shall be prevented from disclosing Confidential Information if such disclosure is required to be disclosed by applicable law, regulation or court order, or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legally binding process; in which case, to the extent legally permissible, the Receiving Party must provide the Disclosing Party with a reasonable opportunity, at Disclosing Party's sole expense, to seek a protective order or other confidential treatment of the information. Further notwithstanding the above, no Receiving Party shall be prevented, through enforcement of these Confidentiality Terms, from using content of a Standard or Draft Standard for purposes of developing and making publicly available open source implementations thereof and/or corresponding API documentation, to the extent the Board of Directors has approved such Standard or Draft Standard for such purpose and such content is used only to the extent reasonably necessary for such purpose.

**4. No Representations or Warranties; No Implied Rights; No Waiver.** Nothing in this Exhibit shall be deemed to constitute a warranty or representation with respect to any Confidential Information, or to grant or transfer any express or implied license or other right whatsoever to any Confidential Information. No disclosure of information, alone, whether on a confidential or non-confidential basis, shall be construed as a waiver of any rights represented by patents, patent applications, or copyrights.

**5. Retention.** Upon written request of the applicable Disclosing Party, each Receiving Party shall return or destroy (and confirmed such destruction in writing) to the applicable Disclosing Party, all tangible embodiments of Confidential Information (excluding automatically generated archival copies, which shall remain subject to the terms of this Exhibit).

**6. Injunctive Relief.** Nothing herein shall prevent the Corporation, any Member, or any Disclosing Party from seeking injunctive or equitable relief (without the need to post any bond or other undertaking) as remedies for any breach of the terms of this Exhibit.

**7. License and Necessary Claims.** In the event that: (a) any individual or entity that is not bound by the IPR Policy (hereinafter "Unbound Party") develops any IPR as a result of any breach by any Member of this Exhibit, (b) such IPR would be a Necessary Claim if Owned by such Member, (c) such Member would be required by the IPR Policy to grant a License to such IPR if Owned by such Member, and (d) such Unbound Party refuses to grant a License to such IPR to any Implementer, then the breaching Member shall: (i) secure the rights to such IPR and grant the requisite License under the IPR Policy, or pay all excess royalties or other amounts necessary to ensure that such IPR is available at least on substantially the same terms that would be required by the IPR Policy if such IPR were Owned by such Member and (ii) indemnify any Implementer for any and all liabilities, costs, expenses, and damages (including attorneys' fees and related costs) incurred as a result of any



demand, action, case, claim, allegation, proceeding, or lawsuit brought or demand for license agreement sought by such Unbound Party asserting that the use of such IPR for purposes of implementing a Draft Standard, Standard, or Reference Implementation infringes such IPR. For purposes of this Section 7, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the IPR Policy.

**8. Survival.** The obligations and rights of the Members pursuant to this Exhibit shall survive termination of Membership, provided that, subject to Section 3 above, the restrictions on use and disclosure set forth herein with respect to each element of Confidential Information disclosed prior to such termination shall be protected under such applicable existing obligations for the longer of (a) five (5) years or (b) indefinitely with respect to source code (or object code that has been decompiled, disassembled, reverse engineered or otherwise subjected to any effort to discover any source code or underlying ideas or algorithms of same, together with related documentation and commentary).

**Register of Amendments to Bylaws**

<b><u>Date</u></b>	<b><u>Sections Affected</u></b>	<b><u>Change</u></b>
6/26/2019	1.1	Changed name of Corporation
6/26/2019	2	Addition of Associate Member class and conforming changes
3/4/2020	2.9.4 - 2.9.6	Addition of exception to ultimate parent signature requirement; associated section number changes
7/1/2020	12.4.1	Changed default confidentiality obligations
10/8/2020	12.5	Changed name of reference document to FiRa Brand Guidelines
4/20/2021	12.4.1	Changed default confidentiality obligations
6/02/2021	2 and 3.8	Addition of Affiliate Member class and conforming changes
	2.2.3	Corrected reference to "two" alternates
2/2/2022	Exhibit A, Section 3	Authorized certain public uses of draft or approved Standards content when approved by the Board for such purpose