

**BYLAWS OF
MPC ALLIANCE INC.**

**ARTICLE 1
NAME, PURPOSE AND OFFICES**

1.1 Name

The name of the corporation is “MPC Alliance Inc.” and the corporation is referred to in these Bylaws as the “**Alliance**”.

1.2 Internal Revenue Code Section 501(c)(6) Purposes

The Alliance is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Internal Revenue Code of 1983, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Internal Revenue Code of 1986.

1.3 Specific Purpose

The primary purpose of the Alliance is to promote and accelerate adoption of multiparty computing technology. More specifically, the Alliance will help with cross-industry education and exploration of the unlimited possibilities and use cases enabled by multiparty computing and support related standards.

1.4 Nonprofit Status

The Alliance is organized and shall be operated as a non-stock membership corporation operating not for profit 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 Alliance 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 Alliance shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(6) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

**ARTICLE 2
MEMBERS**

2.1 Classes of Membership

The Alliance shall have such classes of Members as are defined by the Board of Directors, including the following initial four classes: Strategic Members, General Members, Auditing Members, and Informational 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 2.10 of these Bylaws. Strategic Members, General Members, Auditing Members, and any future classes of members that are entitled to voting rights shall be collectively referred to as “**Voting Members.**” All voting and non-voting memberships in the Alliance are collectively referred to in these Bylaws as “**Memberships**”, and a person or entity holding Membership is referred to in these Bylaws as a “**Member**”.

2.2 General Eligibility Requirements

Any association, partnership, organization, governmental agency, company, corporation, academic entity, or non-profit entity that (a) is supportive of the Alliance’s purposes as defined in Section 1.3 and is not prohibited by treaty, law, or regulation from abiding by the terms of these Bylaws, its Membership Agreement, the Alliance’s IPR Policy, and the Alliance’s other rules and policies, and (b) meets any additional requirements applicable to its class of membership shall be admitted to Membership upon: (i) approval of its written application (which approval shall be administered in a non-discriminatory fashion); and (ii) unless otherwise provided by the Board of Directors, payment of such annual dues or other fees for such class of Membership as may from time to time be established by the Board of Directors (collectively, “**Fees**”); provided, however, that the Alliance (x) shall have no obligation to approve, nor shall it have any liability for refusing to approve, any application for Membership, and (y) shall have the right to restrict the ability of any Member to exercise any or all rights of Membership; in each case to the extent that it reasonably believes, based on advice of legal counsel, that such restriction is necessary to comply with or avoid violating any applicable laws.

2.3 Conditions for Remaining in Good Standing

A Member shall remain in good standing as a Member provided such Member is in compliance with the terms and conditions of the Alliance’s Certificate of Incorporation (“**Certificate of Incorporation**”), Bylaws, Membership Application and such rules and policies as the Board of Directors and/or any committees thereof (each a “**Board Committee**”) may from time to time adopt, including without limitation, timely payment of all Fees and penalties for late payment as may be determined by the Board of Directors (such Fees and penalties are collectively referred to in the Bylaws as “**Financial Obligations**”, and all of the foregoing good standing requirements are collectively referred to in the Bylaws as “**Membership Obligations**”).

2.4 Strategic Members

2.4.1 Eligibility. Any applicant qualified under Section 2.1 is eligible to become a Strategic Member.

2.4.2 Rights and Privileges. Each Strategic Member, while in good standing, shall be entitled to:

- (a) nominate and individually elect one representative to serve as a member of the Board of Directors (a “**Director**”);
- (b) be given priority over junior classes of members for sponsorship and participation in Alliance-sponsored events, focus groups, case studies, and promotional opportunities;

- (c) exercise and enjoy all rights of more junior classes of membership; and
- (d) such other benefits, rights and privileges as the Board of Directors may designate from time to time for such Membership class.

2.5 General Members.

2.5.1 Eligibility. Any applicant qualified under Section 2.1 is eligible to become a General Member.

2.5.2 Rights and Privileges. Each General Member, while in good standing, shall be entitled to:

- (a) nominate one of its representatives to run for any Elected Director seat on the Board of Directors;
- (b) nominate its representative serving on any Working Group of the Members to stand for election as its Chair or Vice Chair, or of any Subgroup of such Working Group;
- (c) vote on each matter submitted to a vote of the Voting Members, including election of the Board of Directors;
- (d) attend all general and special meetings of the Membership provided for in Article 3 of these Bylaws;
- (e) participate in any Working Group (as defined in Section 5.5(c)) as a voting participant in such Working Group;
- (f) display of the Member's logo on the Alliance website;
- (g) display the Alliance logo on such Member's website, to indicate membership in the Alliance;
- (h) receive electronic copies of all final specifications as adopted by the Alliance, if any, without charge, and receive electronic copies of all publications of the Alliance intended for sale or distribution to the public either without charge or at a reduced Members-only rate; and
- (i) such other benefits, rights and privileges as the Board of Directors may designate from time to time for such Membership class.

2.6 Auditing Members.

2.6.1 Eligibility. Only non-profit entities, academic institutions, government agencies, who are approved by the Board of Directors to join the Auditing Member class are eligible to become Auditing Members.

2.6.2 Rights and Privileges. Each Auditing Member, while in good standing, shall be entitled to:

- (a) participate in any Working Group (as defined in Section 5.5(c)) as a voting participant;
- (b) attend all general and special meetings of the Membership provided for in Article 3 of these Bylaws;
- (c) participate in any Working Group (as defined in Section 5.5(c)) as a voting participant in such Working Group;
- (d) display of the Member's logo on the Alliance website;
- (e) display the Alliance logo on such Member's website, to indicate membership in the Alliance;
- (f) receive, without charge, electronic copies of all final specifications as adopted by the Alliance, if any; and
- (g) such other benefits, rights and privileges as the Board of Directors may designate from time to time for such Membership class.

For clarity, Auditing Members are not eligible to nominate a representative to run for an Elected Director seat.

2.7 Informational Members

2.7.1 Eligibility. Any applicant qualified under Section 2.1 is eligible to become an Informational Member

2.7.2 Expiration of Informational Membership. No entity may be an Informational Member for more than twelve (12) months, unless a shorter or longer Informational Membership term is approved by the Board of Directors for such entity. In order to remain a Member after the term of its Informational Membership, such entity must become a Member of a more senior Membership class by signing the applicable agreement and paying the applicable Fee prior to expiration of its Informational Membership term; otherwise, upon expiration of an Informational Membership term, such entity's Membership shall automatically terminate.

2.7.3 Rights and Privileges. Each Informational Member, while in good standing, shall be entitled to:

- (a) attend, participate, and contribute to any Working Group on a non-voting basis;
- (b) receive, without charge, electronic copies of all final specifications as adopted by the Alliance, if any; and
- (c) such other benefits, rights and privileges as the Board of Directors may designate from time to time for such Membership class.

For clarity, Informational Members are not entitled to vote on any matter submitted to a vote of the Members, are not eligible to nominate a representative to run for an Elected Director seat, are not

eligible to nominate a representative to run for a Chair or Vice Chair position for a Working Group, and are not entitled to vote on any matter that comes before a Working Group.

2.8 Rights in Intellectual Property

All intellectual property submitted to or owned, adopted or created by the Alliance, including without limitation, any of the same which may be represented by any Specifications, other standards, guidelines, policies, procedures or tests (collectively, “**Intellectual Property**”), shall be subject to such policies and procedures, including the Alliance’s Intellectual Property Rights Policy (the “**IPR Policy**”), as may from time to time be adopted by the Board of Directors.

2.9 Affiliates

2.9.1 The legal entity which has been accepted as a Member of the Alliance and its Affiliates (as defined below) shall be entitled to enjoy the rights and privileges of Membership; provided, however, that such Member and its Affiliates shall be treated together as a single Member. For purposes of this Section, the term “**Affiliates**” shall mean any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect Directors of a corporation or, for any other entity, the power to direct management of such entity.

2.9.2 A Member together with its Affiliates may not have more than one representative on the Board of Directors at one time.

2.9.3 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 paid 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.

2.9.4 Memberships shall be non-transferable, non-salable and non-assignable, except that any Member may transfer its Membership for the then current year to a successor to substantially all of its business and/or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by the applicable Membership Agreement, these Bylaws, the Certificate of Incorporation and such policies and procedures as the Board of Directors may from time to time adopt.

2.10 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 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 14 of these Bylaws.

2.11 Termination or Suspension of Membership

Any Member may be suspended from Membership or have its Membership terminated by the Board of Directors for failure to satisfy its Membership Obligations or for engaging in any conduct, either within or without the Alliance, that is contrary to the interests of the Alliance or to the

advancement of the Alliance's business or industry goals (in either case, other than conduct or actions taken in good faith reliance on Article 13 of these Bylaws). Financial Obligations already paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable. Except as provided in the last paragraph of this Section 2.11 or automatic termination of an Informational Membership upon its expiration pursuant to Section 2.7.2, no termination or suspension of Membership for any other purpose shall be effective 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 email, certified mail, return receipt requested, or by a national or international overnight courier service, sent to the last address or email address of the Member shown on the Alliance's records;
- (c) Such notice is given at least thirty days prior to the effective date of the proposed termination or suspension of Membership; and
- (d) Except in the case of a termination or suspension of Membership for failure to satisfy a Financial Obligation, such notice sets forth a procedure determined by the Board of Directors (or other body authorized 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 days before the effective date of the proposed termination or suspension.

Notwithstanding the foregoing, in the event that the Board of Directors believes in good faith that a Member is engaging in willful misconduct to the material detriment of the best interests of the Alliance and its Members, the Board of Directors may suspend such Member's Membership immediately, provided that such Member is otherwise afforded the protections provided for in subsections (a), (b) and (d) of this Section 2.11.

2.12 Resignation by Member

A Member may resign as a Member at any time. Any Financial Obligations already paid by such Member shall not be refundable in such event, and all such Financial Obligations of such Member which may be accrued and unpaid as of such date shall remain due and payable.

2.13 Membership Records

The name and address of each Member shall be contained in a record to be maintained at the principal office of the Alliance. Termination of any Membership shall be recorded in such record together with the date of such termination. Each Member shall designate an individual representative that shall serve as its primary contact and is designated to receive notices and to vote on behalf of such Member (the "**Primary Contact**"). Each Member shall be responsible for apprising the Alliance in writing of all changes to the name, address, telephone number, or email address of its Primary Contact and the names, addresses, and email addresses of all other representatives of such Member that

participate in Working Groups.

ARTICLE 3 MEETINGS OF MEMBERS

3.1 Place of Meetings

Meetings of the Members may be physically held within or without the State of Delaware, or held virtually in accordance with Section 3.8 below, at such time as may be fixed from time to time by the Board of Directors

3.2 Annual Meeting

The annual meeting of the Members shall be held for the purpose of transacting such business as may be properly brought before the members. Annual meetings of Members may be held by written consent pursuant to Section 3.9 or electronic or written ballot pursuant to Section 3.10. Notwithstanding the foregoing, however, the Board of Directors may call any annual meeting to be held in person at such date and time as shall be designated from time to time by the Board of Directors, President, or Chairperson. Pursuant to such written consent, electronic or written ballot, or at such meeting, as applicable, the Voting Members shall elect a Board of Directors in accordance with Section 4.4 and shall transact such other business as may properly be addressed by written consent, action by written or electronic ballot, or at such meeting, as applicable.

3.3 Special Meetings

3.3.1 Special meetings of the Members, for any purpose or purposes, may, unless otherwise prescribed by statute or by the Certificate of Incorporation, be called by the Board of Directors, the President, or the Secretary at the request in writing of a majority of the Directors then in office, or at the request in writing of Voting Members entitled to vote at least ten percent of the aggregate votes of all Voting Members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

3.3.2 Upon request by any person or persons entitled to call a special meeting of the Voting Members, the Secretary shall, within thirty days after receipt of the request, cause notice to be given to the Voting Members entitled to vote at such meeting that a special meeting will be held at a time chosen by the Board of Directors, but not less than fourteen nor more than ninety days after receipt of such request.

3.4 Notice of Meetings

Except as otherwise provided by law or these Bylaws, notice of each meeting of the Members, annual or special, stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Members may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten or 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, Voting Members entitled to vote at least thirty percent (30%) of the aggregate votes of all Voting Members (or such higher percentage of Voting Members as may be required by law, these Bylaws or the Certificate of Incorporation) present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business.

3.6 Action at Meetings

When a quorum is present at any meeting of Members, the vote of more than fifty percent of the aggregate votes of all Voting Members, present in person or represented by proxy and entitled to vote on the question shall decide any question brought before such meeting, 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.

3.7 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 to act for the Member 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. Without limiting the manner in which a Member may authorize another person or persons to act for such Member by delivering a written proxy signed or electronically transmitted by the Primary Contact for such Member.

3.8 Remote Participation in a Meeting

If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, Members and proxyholders not physically present at a meeting of Members may, by means of remote communication: (a) participate in a meeting of Members; and (b) be deemed present in person and vote at a meeting of Members whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (i) the Alliance shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member's Primary Contact or proxyholder; (ii) the Alliance shall implement reasonable measures to provide such Members' representatives with a reasonable opportunity to participate in the meeting, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii) if any Member or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Alliance.

3.9 Action Without Meeting

3.9.1 Any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of a Working Group, Subgroup thereof or other group of Members or subset of Members, may be taken without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, shall be signed by Members (or members of a class of Members, as the case may be) making up not less than that percentage of all Members 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.

3.9.2 An electronic transmission consenting to an action to be taken and transmitted by a Member or proxyholder, or by a person or persons authorized to act for a Member or proxyholder, shall be deemed to be written and signed for the purposes of this Section, provided that any such electronic transmission sets forth or is delivered with information from which the Alliance can determine (a) that the electronic transmission was transmitted by the Member's Primary Contact, proxyholder, or other person or persons authorized to act for the Member or proxyholder and (b) the date on which such Member's Primary Contact, proxyholder, or other authorized person or persons transmitted such electronic transmission.

3.9.3 A consent given by electronic transmission is delivered to the Alliance upon the earliest of: (i) when the consent enters an information processing system, if any, designated by the Alliance for receiving consents, so long as the electronic transmission is in a form capable of being processed by that system and the Alliance is able to retrieve that electronic transmission; (ii) when a paper reproduction of the consent is delivered to the Alliance's principal place of business or an officer or agent of the Alliance having custody of the book in which proceedings of meetings of Members are recorded; (iii) when a paper reproduction of the consent is delivered to the Alliance's registered office in the State of Delaware by hand or by certified or registered mail, return receipt requested; or (iv) when delivered in such other manner, if any, provided by resolution of the Board of Directors of the Alliance. A consent given by electronic transmission is delivered under this provision even if no person is aware of its receipt. Receipt of an electronic acknowledgment from an information processing system establishes that a consent given by electronic transmission was received but, by itself, does not establish that the content sent corresponds to the content received.

3.9.4 Any copy, facsimile or other reliable reproduction of a document (including any electronic transmission) may be substituted or used in lieu of the original document for any and all purposes for which the original document could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original document.

3.10 Action by Electronic or Written Ballot

Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Alliance delivers a written or electronic ballot to every Voting Member entitled to vote on the matter. Such written ballot shall (i) set forth the proposed action, (ii) provide an opportunity to specify approval or disapproval of each proposed action, and (iii) specify a reasonable time within which to return the ballot to this corporation. Approval by written or electronic ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals

equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the total number of votes cast by ballot. Ballots shall be distributed to Voting Members by electronic mail to their Primary Contacts. In any election of Directors by written or electronic ballot, the ballot shall name the candidates for Directors, and shall also permit the Voting Member to indicate they are abstaining. All ballots distributed in accordance with this Section 3.10 shall indicate the number of responses needed to meet any quorum requirement and, with respect to each matter other than the election of Directors, state the percentage of approvals necessary to pass each matter. All written ballots distributed in accordance with this Section 3.10 shall specify a reasonable time by which the ballot must be received in order to be counted.

3.11 Nomination and Election Procedures

Subject to the provisions of Section 4.3, the Board of Directors shall establish reasonable nomination and election procedures given the nature, size, and operations of the Alliance, including a reasonable means for Voting Members of eligible classes to nominate a person for election as a Director, a reasonable opportunity for a nominee to communicate to the Voting Members the nominee's qualifications and the reasons for the nominee's candidacy (if requested by such nominee), a reasonable opportunity for all nominees to solicit votes (if requested by any such nominee), and a reasonable opportunity for all Voting Members entitled to vote thereon to choose among the nominees.

ARTICLE 4 DIRECTORS

4.1 Powers

The business and affairs of the Alliance shall be managed by its Board of Directors, which shall be, and shall possess all of the powers of, the "governing body" of the Alliance as a non-stock membership corporation under Delaware General Corporation Law. The Board of Directors may exercise all powers of the Alliance and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the Members.

4.2 Number and Composition of Board Directors

The total number of Directors may vary between a minimum of two (2) and a maximum of the total number of Strategic Members plus nine (9). Within this range, subject to the other requirements of these Bylaws, the number of Directors shall be fixed from time to time by the Board of Directors. Commencing after the first election of the Board of Directors, the Board of Directors shall consist of:

- (a) a Director appointed by each of the Strategic Members of the Alliance, who must be an employee or agent of such Strategic Member ("**Strategic Director**");
- (b) at least one (1) and not more than five (5) Directors elected by the Voting Members, each of whom must be an employee or agent of a Member belonging to a Membership Class that has the right to nominate a representative to run for an elected Director seat ("**Elected Directors**"); and

- (c) up to three (3) additional Directors who are appointed by the then current Board of Directors (“**Board Appointed Directors**”). Only individuals who are employees or agents of Members are eligible to serve as Directors.

4.3 Initial Board of Directors

The initial “caretaker” Board of Directors shall consist of (a) a representative appointed by each of the Founding Members who elects to appoint such a representative, which representative must be an employee or agent of such Founding Member; (b) the Strategic Directors, if any; and (c) up to three (3) Board Appointed Directors, if any. The initial Board of Directors will serve until the conclusion of the first election for the ongoing Board of Directors, which election shall be concluded no later than June 30, 2021. “**Founding Members**” means Sepior ApS, a Denmark company; Unbound Tech LTD, an Israel company; and KZen Networks, an Israel company.

4.4 Nomination, Election and Term of Office

The term of each Director shall be approximately two years, commencing with the first meeting of the Board of Directors following conclusion of the applicable election. Each Director shall hold office until the earliest to occur of: (i) the expiration of the term for which such Director was elected or appointed, as the case may be, and such Director’s successor is elected and qualified, (ii) the expiration or termination of Membership of the Member that employs such Director; (iii) if such Director was appointed by a Member, such Member no longer belonging to a Membership class having the right to appoint a Director (e.g, by changing its Membership class); (iv) the death, resignation or removal of such Director; (v) the combination, by merger, acquisition or otherwise, of two Members that each have representatives 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 (vi) if requested by the Board of Directors, upon the termination of the employment of such Director by the Member employing such Director. In addition, during such times as the Membership of any Member that has a representative serving as a Director is suspended pursuant to Section 2.11 above, the attendance and voting rights of such Director representative shall also be suspended until such time, if ever, as such suspension is lifted.

4.5 Attendance and Other Requirements

The Board may approve from time to time such reasonable attendance and other requirements as it shall deem to be advisable to ensure that seats on the Board are held by active, contributing individuals. Such rules may provide that a Director who fails to meet such requirements shall automatically be deemed to have resigned from the Board, but no such rule may be imposed retroactively.

4.6 Resignation and Removal

Any Director may resign at any time upon notice to the Alliance in writing or by electronic transmission at the principal place of business of the Alliance or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director appointed by a Member may be removed by the Member that employs such Director, and such Member may appoint a replacement Director. Any or all of the Directors who were elected by the Voting Members or by the Board of Directors may be removed

by a majority vote of such Voting Members or Board of Directors, respectively. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed by a majority of the other Directors then in office for engaging in any conduct, either within or without the Alliance, that is contrary to the interests of the Alliance or to the advancement of the Alliance's business or industry goals.

4.7 Vacancies

4.7.1 Any vacancy on the Board of Directors occurring as a result of the death, resignation or removal of a Director may be filled by the Member that appointed or nominated, as appropriate, and employs the Director who passed away, resigned, or was removed. All other vacancies (e.g., upon an expansion of the Board, or upon the termination of the Membership of a Strategic Member or General Member) may be filled by the vote of a majority of the remaining Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Additionally, a vacancy in an Elected Director seat, may, at the Board of Directors' option, be filled by a special election. The term of a Director so appointed or elected shall be the unexpired portion of the term of the removed Director, if any, whom the Director so appointed or elected is replacing.

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

4.8 Place of Meetings

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

4.9 Regular Meetings

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.

4.10 Special Meetings

Special meetings of the Board of Directors may be called by the President, Chairperson, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Notice shall be given to each Director in person, by telephone, or by electronic mail sent to such Director's email address as it appears on the records of the Alliance at least forty-eight (48) hours in advance of the meeting, or earlier if all members confirm their acceptance and participate or elect to pass. A notice need not specify the purposes of the meeting.

4.11 Quorum, Action at Meeting, Adjournments

4.11.1 Except where a Supermajority Vote is required under these Bylaws, at all meetings of the Board of Directors, a majority of Directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of such 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, the Certificate of Incorporation or these Bylaws.

4.11.2 No vacancy and no Director whose attendance and voting rights have been suspended shall be counted for purposes of determining: quorum (in the numerator or denominator), the number of Directors then in office, or the number of Directors required for voting purposes, unless otherwise required by law, these Bylaws or the Certificate of Incorporation. 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 is disqualified or abstains or recuses themselves from voting at any meeting upon any matter, including without limitation due to a conflict of interest, then the required quorum as it relates to the consideration of such matter shall be reduced by one for each such Director so disqualified.

4.12 Supermajority Vote.

In order to pass a “**Supermajority Vote**”, a resolution must be taken at a meeting of the Board at which at least two-thirds of the Directors then in office are present and participating, and in support of which at least two-thirds of the Directors then in office have voted affirmatively, or by an equivalent number of Directors acting by written consent in the manner described in Section 4.13 below. A Supermajority Vote of the Board of Directors shall be required with respect to the following matters:

- (a) Amending or repealing any provision of these Bylaws;
- (b) Amending the Certificate of Incorporation;
- (c) Adopting or recommending to the Voting Members an agreement of merger or consolidation;
- (d) Approving or recommending to the Members the sale, lease or exchange of all or substantially all of the Alliance’s property and assets;
- (e) Approving or recommending to the Members the dissolution, liquidation or winding up of the Alliance or a revocation of any such dissolution, liquidation or winding up;
- (f) Enlarging or reducing the size of the Board of Directors;
- (g) Amending or modifying the eligibility requirements for membership on the Board of Directors or the classes of Members eligible to appoint or nominate and elect Directors;
- (h) Adopting, amending or repealing any IPR Policy; and
- (i) Any other matter specifically requiring a Supermajority Vote of the Board of Directors pursuant to these Bylaws.

4.13 Action by Written Consent or Electronic Transmission

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 a majority of Directors then in office (or such greater number of Directors as may be required by law or the Bylaws of the Alliance for the taking of any such action at a meeting) consent thereto in writing or by electronic transmission, provided that:

- (a) such request for action by written or electronic consent shall have been sent simultaneously to all Directors then in office for their consideration;
- (b) prompt written notice of any action so taken is given to those Directors who have not consented in writing or electronic transmission; and
- (c) two or more such Directors have not objected to the taking of any such action by written or electronic consent delivered to the Alliance within ten business days following the date that written notice of the Directors' action is delivered to such Directors.

After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors thereof, in the same paper or electronic form as the minutes are maintained. 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 or other electronic transmission under clause (c) above shall not prevent any such action from being taken at a later date at an actual meeting of the Board of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of any Board Committee may be taken in the manner set forth in this Section 4.13.

4.14 Telephonic Meetings

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors or of any Board Committee may participate in a meeting of the Board of Directors or of any Board Committee, as the case may be, by means of telephone, video conference, or other communications method 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.

4.15 Fees and Compensation

Directors shall not receive any stated salary or reimbursements for their services as Directors; provided that, by resolution of a majority of the Board of Directors, the Alliance may reimburse Directors for expenses incurred while acting on behalf of the Alliance and/or expenses incurred in attending meetings of the Board of Directors, 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 Alliance in any other capacity as an officer, agent, employee or otherwise, and receiving compensation therefor. The Directors may also approve reimbursement of expenses for members of Board Committees in connection with their service on such Board Committees.

ARTICLE 5
EXECUTIVE COMMITTEE AND OTHER COMMITTEES

5.1 Executive Committee

The Board of Directors may (but shall not be required), by resolution adopted by a majority of the Directors then in office (provided a quorum is present), create an Executive Committee, consisting of one or more Directors. The Board of Directors may designate one or more Directors as alternate members of such Executive Committee, who may replace any absent member at any meeting of such Executive Committee. The Executive Committee, subject to any limitations imposed by the Certificate of Incorporation, these Bylaws, statute and/or resolution adopted by the Board of Directors, shall have and may exercise all of the powers of the Board of Directors which are delegated to the Executive Committee from time to time by the Board of Directors; provided, however, that the Executive Committee shall have no authority with respect to:

- (a) Approving any action which requires approval of the Voting Members;
- (b) Filling vacancies on the Board of Directors;
- (c) Amending or repealing any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (d) Taking any other action at any time reserved solely to the full Board of Directors under the Delaware General Corporation Law; and
- (e) Adopting any resolution or approving any action that requires a Supermajority Vote under these Bylaws.

5.2 Other Committees of the Board of Directors

The Board of Directors may create such nominating, audit, compensation and other Board Committees, each consisting of one or more Directors appointed by the Board of Directors, as the Board of Directors may from time to time deem advisable, to perform such general or special duties as may from time to time be delegated to any such Board Committees by the Board of Directors, subject to the limitations imposed by the Certificate of Incorporation or by these Bylaws. No such Committee shall have the power or authority to take any action prohibited by Section 5.1 above to be taken by the Executive Committee. The Board of Directors may designate one or more Directors as alternate members of any Board Committees, who may replace any absent member at any meeting of such Board Committees. Any such Board Committee or Board Committees shall have such powers, duties and name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each Board Committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request.

5.3 Meetings of Committees of the Board of Directors

Except as otherwise provided in these Bylaws or by resolution of the Board of Directors, each Board Committee 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 or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the conduct of the business of the Board of Directors.

5.4 Term of Office of Members of Committees of the Board of Directors

Each member of a Board Committee shall serve for such term as shall be established at the time of his or her election.

5.5 Working Groups and Member Committees

The Corporation shall have such committees, working groups, subgroups, or task forces of Members as may from time to time be designated upon vote of the Board of Directors (collectively, “**Working Groups**”). Meetings and actions of Working Groups shall be governed by, noticed, and held in accordance with written Working Group Procedures to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Working Group Procedures. In case of any conflict between the Working Group Procedures and the Bylaws, these Bylaws shall control and supersede the Working Group Procedures to the extent of such conflict. Subgroups of a Working Group as from time to time may be established with the approval of the Board of Directors and shall be subject to the same rules and requirements that apply to Working Groups as set forth in these Bylaws and the applicable Working Group Procedures.

ARTICLE 6 OFFICERS

6.1 Officers

The officers of the Alliance shall be a President, who shall also be a Director; a Secretary, who need not be a Director; and a Treasurer, who need not be a Director. The Alliance may also have, at the discretion of the Board of Directors, a Chairperson, an Executive Director, Treasurer, and such other officers with such titles, terms of office and duties as may be determined in accordance with the provisions of Section 6.3. When the Alliance has a Chairperson (and otherwise, the President), 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.

6.2 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular elections to such office and may be filled by the Board of Directors, at its discretion.

6.3 Election

The Board of Directors at its first meeting after each election shall choose a President, Chairperson (if desired), and a Secretary. Other officers may be elected by the Board of Directors at

such meeting, and any or all officers may be replaced, at any other meeting of, or by written consent of, the Board of Directors.

6.4 Tenure

Each officer of the Alliance shall hold office 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 (i) death, resignation or removal, or (ii) ceasing to be an employee of a Member represented, or (iii) the termination of the Membership of the Member that is his or her employer, or (iv) upon such individual ceasing to be a Director if being a Director is a requirement for eligibility to hold such office. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any officer may resign by delivering his or her written resignation to the Alliance at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

6.5 President

The President shall have all of the powers normally associated with the role of chief executive officer. In the absence of a separate individual being elected the Chairperson, the President shall preside at all meetings of the Board of Directors and the Members. The President shall oversee the management of the business of the Alliance and see that all orders and resolutions of the Board of Directors are carried into effect. Without limiting the foregoing, the President shall:

- (a) Execute bonds, mortgages, and other contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Alliance; and
- (b) Oversee the Executive Director, if any. If there is no Executive Director, the President shall preside over the day-to-day affairs of the Alliance under the direction of the Board of Directors.

6.6 Executive Director

The Executive Director, if any, shall preside over the day-to-day affairs of the Alliance under the direction of the Board of Directors and the President and perform such other duties and have such other powers as the Board of Directors or the President 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 Alliance and of the Board of Directors in

a book to be kept for that purpose and perform like duties for the standing Board Committees when required; and

- (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.

Notwithstanding the foregoing, the Secretary may delegate and supervise any or all of the foregoing duties and actions to an employee of or service provider retained by the Alliance.

6.8 Treasurer

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

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 Alliance.

ARTICLE 7 NOTICES

7.1 Delivery

7.1.1 Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Alliance under any provision of the Delaware General Corporation Law (“**DGCL**”), the Certificate of Incorporation, or these Bylaws may be given in writing or electronic transmission directed to the email address or address of the Member’s Primary Contact as it appears on the records of the Alliance and shall be given (1) if mailed, when the notice is deposited in the U.S. mail, postage prepaid, (2) if delivered by courier service, the earlier of when the notice is received or left at such Member’s address or (3) if given by electronic mail, when directed to such Member’s electronic mail address unless the Member has notified the Alliance in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by subsection 7.1.4 of this Section. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Alliance.

7.1.2 Without limiting the manner by which notice otherwise may be given effectively to Members, but subject to subsection 7.1.4 of this Section, any notice to Members given by the Alliance under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the Members to whom the notice is given. Any such consent shall be revocable by the Member by written notice or electronic transmission to the Alliance. Notice given pursuant to this paragraph shall be deemed given, (1) 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; and (2) if by any other form of electronic transmission, when directed to the Member or Director

7.1.3 For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), 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 Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (1) the Alliance is unable to deliver by such electronic transmission two consecutive notices given by the Alliance and (2) such inability becomes known to the secretary or an assistant secretary of the Alliance or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

7.1.5 Without limiting the foregoing, the Alliance adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Alliance shall not be under any obligation (except as required by law or these Bylaws) to send any notice to any Member by any means other than electronic mail to such Member’s Primary Contact, 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.

7.1.6 An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the Alliance that notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

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. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

ARTICLE 8 INDEMNIFICATION

8.1 Actions other than by or in the Right of the Alliance

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

8.2 Actions by or in the Right of the Alliance

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

8.3 Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

8.4 Specific Authorization

Any indemnification under Section 8.1 or 8.2 of this Article 8 (unless ordered by a court) shall be made by the Alliance only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by a majority vote of a 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 Alliance.

8.5 Advance Payment

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Alliance in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in Section 8.1 or 8.2 above to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Alliance as authorized in this Article 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 Alliance's obligation to advance expenses (including attorney's fees).

8.8 Insurance

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

8.10 Severability

If any word, clause or provision of this Article 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.

ARTICLE 9 BOOKS AND RECORDS

9.1 Books and Records

The Alliance shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board of Directors and Board Committees, 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

Except as otherwise provided in these Bylaws, the Board may fix the record date for determining the Members entitled to notice of or Voting Members entitled to vote at any meeting of the Members for any meeting or corporate action, provided, however, that no such record date may precede such action by the Board. If the Board does not fix a record date as provided above, the record date shall be deemed to be the date of such meeting of or corporate action by the Members.

ARTICLE 10 INTERESTED TRANSACTIONS

No contract or transaction between the Alliance and one or more of its Directors or Officers, or between the Alliance and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial interest, shall be void

or voidable solely for this reason, or solely because such Director or Officer (or other Director or officer) is present at or participates in the meeting of the Board of Directors or Board Committee which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

- (a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or such Board Committee, and the Board of Directors or such Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (b) The material facts as to his or her relationship or interest 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
- (c) The contract or transaction is fair as to the Alliance as of the time it is authorized, approved or ratified, by the Board of Directors, a Board Committee, or the Voting Members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or Board Committee except as provided in Section 4.11.2.

The Board of Directors shall adopt a Conflict of Interest Policy. In the event of any conflict or inconsistency between these Bylaws and such Conflict of Interest Policy, these Bylaws shall control.

ARTICLE 11 CONTRACTS, LOANS, ETC.

11.1 Execution of Contracts

The Board of Directors may authorize any officer, employee or agent of the Alliance, in the name and on behalf of the Alliance, 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. In the absence of any action by the Board of Directors to the contrary, the President shall be authorized to execute such contracts and instruments on behalf of the Alliance.

11.2 Checks, Drafts, Etc.

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

11.3 Deposits

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

ARTICLE 12 GENERAL PROVISIONS

12.1 Fiscal Year

The fiscal year of the Alliance 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 Alliance a reserve or reserves for any proper purpose and may abolish any such reserve.

12.3 Proprietary Rights

12.3.1 Except as specifically provided to the contrary in such policies and procedures as may from time to time be approved by the Board of Directors, all information disclosed by any participant during any official meeting or activity of the Alliance, including but not limited to Member meetings, Working Group meetings, Subgroup meetings, Board of Directors meetings, meetings of Board Committees and sub-committees thereof, electronic mail or the like, shall be deemed to have been disclosed on a non-confidential basis, but without waiver of any rights represented by valid patents, patent applications, and federal and international statutory copyrights.

12.3.2 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 Alliance or to any other Member by reason of its membership in or participation in the activities of the Alliance, except for the licensing obligations set forth in the Intellectual Property Rights Policy, and except as may otherwise be provided in a separate written agreement.

12.3.3 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 Alliance.

ARTICLE 13 ANTITRUST COMPLIANCE

The Alliance will conduct all of its activities in conformance with all international, U.S. federal and state antitrust laws, including the Sherman Act, the Clayton Act, the Robinson-Patman Act and the Federal Trade Commission Act. The Board of Directors and the President shall consult legal counsel and seek legal review whenever necessary to ensure that the activities of the Alliance are conducted in

conformance with such laws. The work of the Alliance is intended to foster competition in the development of new products and services. Each Member acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations or applicable orders. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representative participating in the activities of the Alliance regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Alliance, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that it and each other Member is free to develop competing technologies and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards. The Board of Directors shall adopt Antitrust Compliance Guidelines, which all Members shall comply with.

ARTICLE 14 AMENDMENTS

14.1 Amendments and Effective Date

Except where such power is expressly limited by law, the Certificate of Incorporation or these Bylaws as to any specific action, these Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, in each case by Supermajority Vote of the Board of Directors. Notwithstanding the foregoing, no alteration, amendment, or repeal of the Bylaws shall be effective until the thirty-first (31st) day after notice of the alteration, amendments, or repeal is provided to all Members.

14.2 Register of Amendments

The history of amendments to the Organizational Documents approved by the Board shall be recorded here.

Date	Changes
July 15, 2020	Initial Bylaws adopted by the Sole Incorporator on July 15, 2020 and ratified by the Board of Directors on July 20, 2020

(End of Bylaws)