

**BYLAWS OF  
TRUSTED COMPUTING GROUP**

(An Oregon Nonprofit Corporation)

Adopted 26 Feb 2003

As Amended through October 1, 2020

**ARTICLE 1: DEFINITIONS**

**SECTION 1.1 "Adopter"** shall mean all Members of the Corporation who so qualify in accordance with the provisions of Articles 12 and 14.4, below.

**SECTION 1.2 "Affiliate" or "Affiliates"** shall mean an entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity ("Control"), or is controlled by another entity, or is under common control with another entity, so long as such Control exists.

**SECTION 1.3 "Associate"** shall mean all Members of the Corporation" who so qualify in accordance with the provisions of Articles 12 and 14.3, below.

**SECTION 1.4 "Contributor"** shall mean all Members of the Corporation who so qualify in accordance with the provisions of Articles 12 and 14.2, below.

**SECTION 1.5 "Corporation"** shall mean the Trusted Computing Group.

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

**SECTION 1.7 "Member"** shall mean a general reference to all Promoters, Contributors, Associates and Adopters who have so qualified for such classifications pursuant to the provision of these Bylaws. Member shall not mean a "member" as that term is defined under ORS 65.001(23), since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act.

**SECTION 1.8 "Promoter"** shall mean all Members of the Corporation who so qualify in accordance with the provisions of Articles 12 and 14.1, below.

**ARTICLE 2: OFFICES**

**SECTION 2.1 PRINCIPAL OFFICE**

The principal office of the Corporation shall be located at 3855 SW 153rd Drive, Beaverton, OR 97006, USA. The Corporation may change its principal office upon notice to the Members.

**SECTION 2.2 CHANGE OF ADDRESS**

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

### **SECTION 2.3 OTHER OFFICES**

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

### **SECTION 2.4 PURPOSE**

The Corporation and its Members shall have as its purpose the development, definition and promotion of hardware-enabled trusted computing and security technology, including related hardware and related software components, across multiple platforms, peripherals and devices. This will be accomplished by defining the technical requirements of hardware-enabled trusted computing and security technology through developed specifications, producing and enforcing product certification criteria, and executing marketing programs, as appropriate.

The Corporation may make or propose technical standards and interface with other groups or bodies developing such standards.

### **SECTION 2.5 DURATION**

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

### **SECTION 2.6 COMPLIANCE WITH ANTITRUST LAWS**

The Members of the Corporation understand that in certain lines of business they may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations.

Without limiting the generality of the foregoing, the Members of the Corporation acknowledge that the Corporation prohibits any agreement or discussions directed at entering into any agreement on costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers or any other topic that may be construed as a violation of antitrust laws. Accordingly, each Member will counsel its representatives on the importance of limiting the scope of their discussions to the topics which relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

## **ARTICLE 3: NONPROFIT PURPOSES**

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

The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Internal Revenue Code, 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.

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

The Corporation is a nonprofit corporation formed for the specific objectives and purposes stated in Section 2.4, above, and such ordinary business purposes in furtherance of the purposes of Section 2.4 above.

## **ARTICLE 4: DIRECTORS**

### **SECTION 4.1 NUMBER**

The Initial Board of Directors of the Corporation shall consist of three (3) persons representing the original three (3) Promoters. The number of Directors of the Corporation may vary between a minimum of three (3) Directors and a maximum equal to the number of Promoters. Each new Promoter shall be entitled to appoint a representative to one seat on the Board of Directors.

### **SECTION 4.2 POWERS**

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

### **SECTION 4.3 DUTIES**

It shall be the duty of the Directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Executive Director of the Corporation, and notices of meetings given in accordance with Section 4.10 shall be valid notices thereof;
- (f) Elect annually a Chairman to preside over the Board of Directors' meetings or to take such action as may be agreed upon by the Board of Directors;

(g) Establish, charter, and disband committees, including Work Groups, as appropriate to conduct the work of the Corporation;

(h) Establish policies and procedures for the consideration of changes or refinements to Specifications (as defined in Section 16.1(e), below) of the Corporation;

(i) Consider for final approval and adoption or rejection of Specifications or refinements thereof by the Corporation;

(j) Consider for approval or rejection any public statement, press release or similar public materials concerning the Corporation's specifications or the business of the Corporation prior to making such materials public;

(k) Consider for approval or rejection the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;

(l) Establish annual dues for the various classes of Members and to determine the rights and obligations for each class of Member not otherwise stated in these Bylaws;

(m) Make a yearly evaluation of the Corporation's fulfillment of its purposes and the need to continue the existence of this entity going forward;

(n) Establish or revise membership classes and the rights and privileges of the various classes of Members; and

(o) Such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the Internal Revenue Code.

#### **SECTION 4.4 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS**

Directors must be employees or non-employee representatives of a Promoter of the Corporation; provided, however that a duly authorized representative may not be an employee of another Promoter. Each Promoter in good standing with the Corporation shall be entitled to appoint one representative to the Board of Directors, to serve in that capacity until the next Annual Meeting of the Board of Directors or until his or her death, resignation or removal from office. Each Promoter may also appoint up to two alternate representatives to serve on a temporary basis should its designated representative become unavailable. Even if a designated representative to the Board of Directors is present, that Director's alternate representatives may also attend meetings of the Board of Directors, but in a nonvoting capacity. Any new Promoters who join the Corporation may appoint one representative to serve on the Board of Directors in that capacity commencing with their instatement at the next properly noticed meeting of the then current Board of Directors and shall serve until the next Annual Meeting of the Board of Directors. A Promoter, by providing written notice to the Board of Directors, may replace an individual appointed by that Promoter to the Board of Directors at any time either with a designated alternate representative or another designated representative of the Promoter.

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

The Initial Board of Directors and Chairman of the Board shall be appointed by the incorporator from among the representatives of the organizing companies and other entities who have committed in writing to become Promoters and who shall contemporaneously at the Organizational Meeting of the Corporation, submit their Membership Agreements and tender all fees due and payable thereunder. Said members of the Initial Board of Directors shall serve until the first Annual Meeting or until their successors are appointed.

## **BYLAWS OF TRUSTED COMPUTING GROUP**

### **SECTION 4.4a CONTRIBUTOR ADVISORS TO THE BOARD OF DIRECTORS**

The Board of Directors may establish a number of positions (including zero positions) for Contributor Advisors to the Board. The Contributor Advisors to the Board of Directors shall be elected by the vote of the Promoters and Contributors from among not more than twelve (12) self-nominated candidates. In the event that more than twelve candidates have self-nominated, the twelve candidates will be selected by plurality vote of the current Board (the candidates with the most votes being elected). Contributor Advisors may attend Board Meetings, or other Board functions, at the discretion of the Board, but do not have voting rights. Contributor Advisors may be excluded from Board Meetings or specific meeting discussions, at the discretion of the Board.

Contributors wishing to have a representative nominated must provide written notice of the same to the Board not later than thirty (30) days prior to the quarterly meeting of the Board of Directors immediately preceding the next Annual Meeting of the Members. Such notice shall include certification that that Contributor or its representative has actively participated in the activities of the Corporation during the prior twelve (12) month period. The notice shall also include evidence of and that: (1) the Contributor possesses and will contribute sufficient technical and marketing resources to invest in the Corporation's activities; and (2) the Contributor is committed to the purpose of this Corporation. No Contributor may have more than one (1) employee or representative elected to the Contributor Advisors. For purposes of this Section, a Member and its Affiliates shall be deemed as one (1) Member.

At such time as all nominees for the Advisors are known, but in no event later than the date specified for notice of the Annual Meeting of the Members as set forth in Section 13.4 of the Bylaws, the Executive Director shall provide each Member with a written slate containing the names of all nominees. Voting for the election of Advisors shall be exclusively by written ballot deposited or received at the time of the Annual Meeting of the Members. Each Promoter or

Contributor may cast one (1) vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the Advisors Group. The candidates receiving the highest number of votes shall be elected, up to the number of Advisors to be elected.

In the event of a tie between two (2) or more individuals seeking election to the Advisors, then the Board of Directors shall, via simple majority (more than half) vote, break any and all ties in the election of the new Advisors.

Contributor Advisors shall serve from January 1 following the Contributor Advisors election to December 31 of that year. Contributor Advisors' maximum consecutive terms shall be limited to one or more terms, as determined by the Board.

#### **SECTION 4.5 TERM OF OFFICE**

Except as set forth herein, all Directors shall be elected and serve until the next Annual Meeting, or until his or her death, resignation or removal from office, or when their successors are elected. Nothing contained herein shall prevent a Promoter from reappointing the same individual to serve as or stand for election as its representative to the Board of Directors in subsequent terms. Should a Promoter fail to designate a replacement individual to fill its seat on the Board of Directors, then the individual previously filling that seat on behalf of that Promoter shall continue on the Board of Directors for an additional term (or terms). Each Promoter shall designate its appointment to the Board of Directors in writing to the Executive Director, on or before the date set for the Annual Meeting of the Board of Directors in the notice of such meeting.

#### **SECTION 4.6 COMPENSATION**

Directors shall serve without compensation by the Corporation.

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

#### **SECTION 4.7 PLACE OF MEETINGS**

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

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

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of the Members. The appointment of the new members of the Board of Directors shall be completed at or before the Annual Meeting of the Board of Directors.

## **SECTION 4.9 SPECIAL MEETINGS**

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

## **SECTION 4.10 NOTICE OF MEETINGS**

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

(a) Annual Meetings. The Executive Director of the Corporation shall give at least sixty (60) days' prior notice to each Director.

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

The primary means for the provision of notice shall be via electronic mail to the Director at the electronic mail address as it appears on the records of the Corporation, provided that the Director to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) business days of the first notification. If notification is provided by mail (including the U.S. Postal Service, express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in ORS Chapter 65, as that chapter may, from time to time, be amended.

## **SECTION 4.11 QUORUM FOR MEETINGS**

A quorum shall consist of two-thirds (2/3) of the members of the Board of Directors.

In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

## **SECTION 4.12 BOARD ACTION**

Unless the Articles of Incorporation, these Bylaws, the Membership Agreement or provisions of law require a greater voting percentage or different rules for approval of a matter by the Board, every act or decision done or made by two-thirds (2/3) of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors; provided, however, that no act or decision may be made by less than one-half (1/2) of the total number of Directors entitled to vote on a matter.

## **SECTION 4.13 CONDUCT OF MEETINGS**

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

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

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, the latest edition of *Robert's Rules of Order, Newly Revised* shall be used as a guide in the conduct of meetings.

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

#### **SECTION 4.14 VACANCIES; RESIGNATIONS**

Vacancies on the Board of Directors shall exist: (1) whenever the number of authorized Directors is increased; (2) whenever an individual serving as a Member's representative to the Board of Directors (hereafter a "Director") resigns from the Board of Directors; (3) whenever a Director resigns from or is terminated from employment by the Member organization employing the Director at the time of the Director's appointment; (4) whenever a Director's Member organization terminates its membership as a Promoter in the Corporation; and (5) wherever a Director is removed from office with or without cause.

Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Board of Directors. No Director may resign if the Corporation would then be left without a duly appointed Director or Directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of the State of Oregon.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of the State of Oregon. Removal of a Director without cause shall require a unanimous vote of all Directors except for the Director being considered for removal.

The Member employing the resigning or removed Director may replace that Director with another employee or representative by providing the Executive Director with written notice of the same within thirty (30) days after the effective date of the Director's resignation or removal. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the



Director's employment with the Member is for any reason terminated. A person appointed to fill a vacancy on the Board shall hold office until the next Annual Meeting of the Board of Directors or until his or her death, resignation or removal from office.

If the Member who has the right under this Section 4.14 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Member employing the Director has terminated its membership as a Promoter in the Corporation, the vacancy shall not be refilled until the next Annual Meeting of the Members.

In the event that two (2) or more Directors' Member organizations are merged or a Director's Member organization is acquired by another Director's Member organization, the resulting or acquiring Member shall designate which of the Directors is to remain on the Board and the other Director or Directors will be removed from the Board immediately upon the closing of the acquisition or merger. Should this process result in a reduction of the number of Promoter representatives on the Board of Directors, the seat shall remain unfilled.

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

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

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

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

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

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

Except as may be otherwise provided under provisions of law, the Board of Directors, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

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

Any Action that the Board of Directors is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Such action by signed consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

## **ARTICLE 5: OFFICERS**

### **SECTION 5.1 DESIGNATION OF OFFICERS**

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

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

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

### **SECTION 5.3 REMOVAL AND RESIGNATION**

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon unanimous vote of the members of the Board of Directors, minus one (1). An officer who is also an employee of a Promoter shall automatically be removed if the employer of the officer terminates its membership in the Corporation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 5.3 shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

### **SECTION 5.4 VACANCIES**

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

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

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

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

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

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

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

The Secretary shall:

Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.

Be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation.

Keep at the principal office of the Corporation a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefor, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

## **SECTION 5.8 DUTIES OF TREASURER**

The Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefor.

Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

## **SECTION 5.9 EXECUTIVE DIRECTOR**

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

Scheduling and setting up meetings.

Facilitating communication between Members, including providing timely notices of meetings.

Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.

Providing Members with timely minutes, summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director.

Receiving and processing Membership Agreements.

In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the Corporation, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

## **SECTION 5.10 COMPENSATION**

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

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

## **ARTICLE 6: COMMITTEES**

### **SECTION 6.1 SPECIAL COMMITTEES AND WORK GROUPS**

The Corporation shall have such committees as may from time to time be designated upon vote of the Board of Directors. These committees shall be Work Groups and Special Committees. The Board of Directors shall appoint the chairperson of each committee, including replacements. Without limiting the powers of the Board of Directors as stated in Section 4.3, above, all output of Special Committees and Work Groups, including but not limited to Specifications and refinements thereto, shall be subject to final Board of Directors review and approval or rejections before publication or disclosure by the Corporation and before becoming binding upon the Corporation.

### **SECTION 6.2 MEETINGS AND ACTION OF SPECIAL COMMITTEES**

Meetings and actions of the Special Committees shall be governed by, noticed, held and taken in accordance with such Committee Procedures as the Board of Directors may adopt. The Board of Directors from time to time may amend such Committee Procedures, via action of the Board of Directors. Upon establishment of a Special Committee, that Special Committee may,

through its chairperson, propose specific procedures to govern that Special Committee, for adoption via action of the Board of Directors. Special Committee specific procedures not otherwise incorporated into the general Committee Procedures adopted by the Board of Directors shall apply only to the Special Committee proposing such procedures.

## **SECTION 6.3 MEETINGS AND ACTION OF WORK GROUPS**

### **SECTION 6.3.1 FORMATION**

Any Promoter or Contributor may propose to the Board of Directors the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the purposes of such Work Group, and the Promoters or Contributors that initially desire to participate in such Work Group. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, and (ii) appoint the initial and any replacement chairperson of such Work Group, provided, however, that the appointment or a chairperson or replacement shall require only a simple majority (more than half) vote. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Promoters, Contributors, and Associates as well as the then-current Committee Procedures which will govern the actions of such Work Group. Upon establishment of a Work Group, that Work Group may, through its chairperson, propose specific procedures to govern that Work Group, for adoption via action of the Board of Directors. “Work Group Specific Procedures” not otherwise incorporated into the general Committee Procedures adopted by the Board of Directors shall apply only to the Work Group proposing such procedures.

### **SECTION 6.3.2 COMPOSITION**

#### **Technical Work Groups:**

Each Promoter and Contributor shall be entitled to have one representative as a voting member of each Technical Work Group, subject to removal under Section 6.3.5. Subject to the approval of the Technical Work Group chairperson and the Board of Directors, a Promoter or Contributor may propose additional candidates for membership in the Technical Work Group; provided, however, that only Promoters and Contributors may be official voting members of any Technical Work Group and that each Promoter or Contributor shall have only one vote in Technical Work Group decisions. The Board of Directors may, from time to time, develop and publish general minimum standards for membership in Technical Work Groups as part of its Committee Procedures or Work Group Specific Procedures.

#### **Solution Work Groups:**

Each Promoter, Contributor and Associate shall be entitled to have one representative as a voting member of each Solution Work Group, subject to removal under Section 6.3.5. Subject to the approval of the Solution Work Group chairperson and the Board of Directors, a Promoter, Contributor, or Associate may propose additional candidates for membership in the Solution Work Group; provided, however, that only Promoters, Contributors and Associates may be official voting members of any Solution Work Group and that each Promoter, Contributor or Associate shall have only one vote in Solution Work Group decisions. The Board of Directors may, from time to time, develop and publish general minimum standards for membership in Solution Work Groups as part of its Committee Procedures or Work Group Specific Procedures.

### **SECTION 6.3.3 RECORD OF ACTIVITIES**

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

### **SECTION 6.3.4 MEETINGS**

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

### **SECTION 6.3.5 REMOVAL FROM WORK GROUPS**

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

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

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

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

### **SECTION 7.2 CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation with a value of less than Fifty Thousand Dollars (\$50,000) may be signed by the President, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (\$50,000), shall require the signatures of two (2) or more of the above-listed officers and a special resolution of the Board of Directors.

### **SECTION 7.3 DEPOSITS**

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

## **ARTICLE 8: CORPORATE RECORDS AND REPORTS**

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

The Corporation shall keep at its principal office:

(a) Minutes of all meetings of the Board of Directors, all meetings of committees of the Board of Directors, minutes of all meetings of any Work Group or Special Committee, meetings of the Steering Committee, and all meetings of Members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof including all proxies;

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(c) A record of its Members, if any, indicating their names and addresses and, if applicable, the class of membership held by each Member and the termination date of any membership; and

(d) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Members, if any, of the Corporation at all reasonable times during office hours.

### **SECTION 8.2 INSPECTION RIGHTS**

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

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

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

### **SECTION 8.4 PERIODIC REPORT**

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



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

### **SECTION 9.1 LIMITATION ON ACTIVITIES**

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

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

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

### **SECTION 9.3 DISTRIBUTION OF ASSETS**

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more "Qualified Organizations," as defined below, as the Board of Directors shall determine. For purposes of this Section 9.3 "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by Oregon Revised Statute Section 317.080, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

## **ARTICLE 10: AMENDMENT OF BYLAWS**

Except where otherwise provided for in individual Articles herein, these Bylaws, or any of them, may only be altered, amended, or repealed, and new Bylaws adopted, by three quarter majority vote of the entire Board of Directors, regardless of any quorum requirements.

## **ARTICLE 11: CONSTRUCTION AND TERMS**

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, the provisions of the Articles 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 holdings.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter,

Corporate Charter, or other founding document of the Corporation filed with an office of the State of Oregon and used to establish the legal existence of the Corporation.

All references in these Bylaws to a section or sections of the Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

## **ARTICLE 12: MEMBERSHIP PROVISIONS**

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

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

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

### **SECTION 12.2 QUALIFICATIONS FOR MEMBERSHIP**

The qualifications for membership in this Corporation are as follows:

Any for-profit corporation, nonprofit corporation, or other enterprise supportive of this Corporation's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and who pays the then current annual dues applicable to its Membership Classification. Additionally, any and all Members must agree that neither the Member nor its representatives will publicly disparage any Specifications of the Corporation.

### **SECTION 12.3 ADMISSION TO MEMBERSHIP**

Applicants qualified under Section 12.2, above, shall be admitted to membership upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Membership Agreement; and payment of the applicable annual dues as specified on the Membership Agreement.

### **SECTION 12.4 FEES AND DUES**

The annual dues payable to the Corporation by each class of Members shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues shall be due and payable upon written commitment to join the Corporation, pro-rated in the first year of

membership according to the quarter in which the new Member joined the Corporation thereafter, annual dues shall be due and payable on January 1 of each calendar year. If any Member is delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

#### **SECTION 12.5 NUMBER OF MEMBERS**

There is no limit on the number of Members the Corporation may admit. The Board of Directors may, however, in its sole discretion, limit the number of Promoters, Contributors, or Associates for example, to promote and maintain the efficient operation of the Corporation.

#### **SECTION 12.6 MEMBERSHIP ROLL**

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

#### **SECTION 12.7 NONLIABILITY OF MEMBERS**

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

#### **SECTION 12.8 NONTRANSFERABILITY OF MEMBERSHIPS**

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

#### **SECTION 12.9 TERMINATION OF MEMBERSHIP**

The membership of a Member shall terminate upon the occurrence of any of the following events:

(1) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the Secretary or Executive Director of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

(2) Upon fifteen (15) days' written notice from the Member, such notice to be effective as of the date on which such notice is received by the Secretary at the Corporation's principal office address by commercial overnight courier.

(3) Upon unanimous vote of all disinterested Directors when such Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of Membership herein, including the requirements for Membership as stated in Section 12.2, above.

(4) Upon a Member's dissolution.

In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) Membership and one (1) vote in all Membership votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof. So long as the resulting entity shall remain a Member in good standing of the Corporation, the vendor identification number or numbers of the former Member shall be transferred to the resulting entity who shall be entitled to use that vendor identification number in addition to such other vendor identification numbers that the Member already may have the right to use.

Except as expressly provided under Section 15 and Section 16, all rights of a Member in the Corporation shall cease on termination of membership as herein provided. A Member terminated from the Corporation shall not receive any refund of dues already paid for the current dues period.

## **ARTICLE 13: MEETINGS OF MEMBERS**

### **SECTION 13.1 PLACE OF MEETINGS**

Meetings of Members shall be designated from time to time by resolution of the Board of Directors, which resolution shall specify the meeting place and time. At the discretion of the Board of Directors, meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

### **SECTION 13.2 REGULAR MEETINGS**

The Annual Meetings of Members shall be held for the purpose of conducting such business as may come before the meeting. The Annual Meeting of Members shall be deemed a regular meeting.

Other regular meetings of the Members shall be held on dates and at times to be determined by the Board of Directors, with the expectation that there will be at least one (1) additional meeting of Members each year.

### **SECTION 13.3 SPECIAL MEETINGS OF MEMBERS**

Special Meetings of the Members for any purpose shall be called by the Board of Directors, or by written request of three-quarters (3/4) of the Members.

#### **SECTION 13.4 NOTICE OF MEETINGS**

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of the Annual Meeting shall be provided not less than sixty (60) days in advance thereof. In the case of a Special Meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) days before the date of the meeting.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail (or the U.S. Postal Service and express courier services and the like), address as it appears on the records of the Corporation, provided that the Member to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. If notification is provided by mail, such notice shall be deemed to be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in ORS Chapter 65, as that chapter may, from time-to-time, be amended.

Whenever any notice of a meeting is required to be given to any Member of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the law of the State of Oregon, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

#### **SECTION 13.5 QUORUM FOR MEETINGS**

Pursuant to ORS 65.241, those Members present at a properly noticed meeting of the Members shall constitute a quorum. This section 13.5 does not apply to meetings of Work Groups, Special Committees, or subgroups. The Board of Directors may approve different quorum requirements under applicable committee procedures or charters.

#### **SECTION 13.6 MEMBERSHIP ACTION**

Every act or decision done or made by a majority of Members present in person at a duly held meeting at which a quorum is required is the act of the Members. Member action shall be advisory in nature only and shall not be binding upon the Board of Directors.

#### **SECTION 13.7 MEMBER ACTION AT MEETINGS**

Each Member in Membership Classifications entitled to vote shall have one (1) vote on each matter submitted to a vote by the Members. If two or more Members are (or become) Affiliates, only one may cast a vote. Except as provided for in Section 13.8, the Member's designated employee shall

do all voting in person. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, unless otherwise required. Results of all ballots shall duly be distributed to all Members by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes

### **SECTION 13.8 ACTION BY WRITTEN BALLOT**

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

The ballot shall:

1. Set forth the proposed action and/or slate of candidates;
2. Provide an opportunity to select individuals or specify approval or disapproval of each proposal or a vote for candidates, as appropriate;
3. Indicate the number of responses needed and the percentage of approvals necessary to pass the measure submitted; and
4. Specify the date by which the ballot must be received by the Corporation in order to be counted. The date set shall afford Members a reasonable time within which to return the ballots to the Corporation.

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

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

### **SECTION 13.9 CONDUCT OF MEETINGS**

Meetings of Members shall be presided over by the President of the Corporation or, in his or her absence, by the Vice President of the Corporation or, in the absence of all of these persons, by a Chairperson designated by the Board of Directors, or in the absence of a timely designation by the Board of Directors, by a majority of the Members present. The Secretary of the Corporation shall act as Secretary of all meetings of Members, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of

Incorporation, these Bylaws, or with provisions of law. Where practical, the latest edition of *Robert's Rules of Order, Newly Revised* shall be used as a guide in the conduct of meetings.

## **ARTICLE 14: MEMBERSHIP CLASSIFICATIONS**

### **SECTION 14.1 PROMOTERS**

The Corporation shall have Promoters who may be invited to join the Corporation in such capacity only upon resolution of the Board of Directors approved by a three-quarters (3/4) majority vote of the entire Board of Directors. The criteria for such invitation shall be determined by the Board of Directors and may generally include a requirement that a prospective Promoter have a substantial economic interest or impact in the Corporation's success in fulfilling its stated purpose and that they will publicly declare their Membership in the Corporation. All Promoters must execute a Membership Agreement and pay the fees called for thereon for Promoters. Once accepted, all Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Promoters shall be granted the specific additional rights stated in this Section 14.1 and shall be subject to the obligations stated in Sections 15 and 16, below.

Among other benefits specifically afforded to Promoters who remain in good standing are:

- (1) The right to a permanent seat on the Board of Directors of the Corporation;
- (2) The right to propose for membership new Promoters (subject to acceptance by the Board of Directors);
- (3) The right to propose and approve changes to the Corporation's organization and purpose;
- (4) The right to be listed (with a hyperlink to the Member's web site) as a Member on the Corporation's web site;
- (5) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);
- (6) The right to access Member-only confidential information, including but not limited to pre-publication drafts of Specifications and internal working documents of the Corporation;
- (7) The right to serve on and chair the Board of Directors, Work Groups or Special Committees of the Corporation;
- (8) The right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise

the same. This right may include the right to place links to the Member's product information on the Corporation's web site;

(9) The right to submit proposed revisions and addendum proposals for the Corporation's Specifications and design guides;

(10) The right to participate in the activities of Board-appointed Special Committees and Work Groups;

(11) The right to technical support with regard to then-supported Specifications and design guides of the Corporation when and if such services are provided by the Corporation;

(12) The right to receive support documentation and materials concerning the Corporation's Specifications and design guides; and

(13) Subject to such procedures as may be adopted by the Board of Directors, the right to review and comment on new Specifications and design guides of the Corporation prior to their adoption by the Corporation.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoter Members may be entitled.

## **SECTION 14.2 CONTRIBUTORS**

The Corporation shall have Contributors. The criteria for admission as a Contributor shall be determined by the Board of Directors and may generally include a requirement that a prospective Contributor have a substantial economic interest or impact in the Corporation's success in fulfilling its stated purpose and that they will publicly declare their Membership in the Corporation. All Contributors must execute a Membership Agreement and pay the fees called for thereon for Contributors. Once accepted, all Contributors shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Contributors shall be granted the specific additional rights stated in this Section 14.2 and shall be subject to the obligations stated in Sections 15 and 16, below.

Among other benefits specifically afforded to Contributors who remain in good standing are:

(1) The right to be listed (with a hyperlink to the Member's web site) as a Member on the Corporation's web site;

(2) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);

(3) The right to access Member-only confidential information, including but not limited to pre-publication drafts of Specifications and internal working documents of the Corporation;



- (4) The right to serve on Work Groups or Special Committees of the Corporation;
- (5) The right to chair Work Groups and Special Committees, subject to approval by the Board of Directors;
- (6) The right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise the same. This right may include the right to place links to the Member's product information on the Corporation's web site;
- (7) The right to submit proposed revisions and addendum proposals for the Corporation's Specifications and design guides;
- (8) The right to technical support with regard to then-supported Specifications and design guides of the Corporation when and if such services are provided by the Corporation;
- (9) The right to receive support documentation and materials concerning the Corporation's Specifications and design guides; and
- (10) Subject to such procedures as may be adopted by the Board of Directors, the right to review and comment on new Specifications and design guides of the Corporation prior to their adoption by the Corporation.
- (11) Each Contributor shall have the right to nominate a representative as a Contributor Advisor to the Board of Directors under Section 4.4a, above, if the Board of Directors establishes positions for one or more Contributor Advisors. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Contributor Members may be entitled.

### **SECTION 14.3 ASSOCIATES**

The Corporation shall have Associates. The criteria for admission as an Associate shall be determined by the Board of Directors and may generally include a requirement that a prospective Associate have a substantial economic interest or impact in the Corporation's success in fulfilling its stated purpose and that they will publicly declare their Membership in the Corporation. All Associates must execute a Membership Agreement and pay the fees called for thereon for Associates. Once accepted, all Associates shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Associates shall be granted the specific additional rights stated in this Section 14.3 and shall be subject to the obligations stated in Sections 15 and 16, below.

Among other benefits specifically afforded to Associates who remain in good standing are:

- (1) Subject to the limitations stated in Subsection (5) below, the right to be listed (with a hyperlink to the Member's web site) as a Member on the Corporation's web site;
- (2) The right to access selected portions of the Corporation's web site and electronic transmissions therefrom via reflector. Subject to Section 15.4, below, this may include limited

access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);

(3) The right to access Member-only confidential information, including but not limited to Release Candidate Drafts of Specifications of the Corporation (as defined in Article 15, below);

(4) The right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise the same. This right may include the right to place links to the Member's product information on the Corporation's web site;

(5) The right to attend and participate in general and plenary sessions, training and seminars, marketing-related activities, C-level Roundtables, dedicated Work Group tutorials, and Solution Work Group Meetings conducted by the Corporation in conjunction with the regularly scheduled Members Meetings of the Corporation.

(6) The right to serve on Solution Work Groups or Special Committees of the Corporation;

(7) The right to chair Solution Work Groups and Special Committees, subject to approval by the Board of Directors;

(8) The right to submit proposed revisions and addendum proposals for the Solution Work Group's reference documents, design guides and use case development under member review;

(9) The right to technical support with regard to then-supported Specifications, design guides and use case development of the Solution Work Groups of the Corporation when and if such services are provided by the Corporation; and

(10) The right to receive support documentation and materials concerning the Corporation's published Specifications, design guides and use case development.

(11) Noted Restriction: Associates do not have the right to participate in Technical Work Groups, nor have access to pre-publication drafts of Specifications and other internal working documents of Technical Work Groups.

#### **SECTION 14.4 ADOPTERS**

The Corporation shall have Adopters. The Board of Directors shall determine the criteria for such membership classification. All Adopters must execute a Membership Agreement and pay the fees called for thereon for Adopters. Once accepted, all Adopters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Adopters shall be granted the specific additional rights stated in this Section 14.4 and shall be subject to the obligations stated in Sections 15 and 16, below.

Among the benefits generally to be afforded to Adopters are:

(1) Subject to the limitations stated in Subsection (4) below, the right to be listed (with a hyperlink to the Member's web site) as a Member on the Corporation's web site;

(2) The right to access selected portions of the Corporation's web site and electronic transmissions therefrom via reflector. Subject to Section 15.4, below, this may include limited access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);

(3) The right to access Member-only confidential information, including but not limited to Release Candidate Drafts of Specifications of the Corporation (as defined in Article 15, below);

(4) The right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise the same. This right does not include the right to place links to the Member's product information on the Corporation's web site;

(5) The right to submit proposed revisions and addendum proposals for the Corporation's Specifications and design guides under member review;

(6) The right to technical support with regard to then-supported Specifications and design guides of the Corporation when and if such services are provided by the Corporation; and

(7) The right to receive support documentation and materials concerning the Corporation's published Specifications and design guides.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Adopter Members may be entitled.

## **ARTICLE 15: DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

### **SECTION 15.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION**

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

### **SECTION 15.2 CONFIDENTIAL INFORMATION**

From time to time a Member may deem it necessary to disclose information to the other Members which such Member considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed in confidence and shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure; provided, however, that information shall be deemed confidential if a Member inadvertently discloses Confidential Information which was not identified as confidential at the time of disclosure but

notifies all Members to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article 15) of the disclosing Member's intention to maintain the confidentiality of such previously disclosed Confidential Information and the receiving Members have not disseminated the subject information outside of their organization prior to receiving such notice. Any such designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Members with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified; or (3) where a member wishes to engage in multiple oral disclosures relating to a specific subject matter, by delivering to all Members an advance written notice indicating initial and final disclosure dates, and a non-confidential description of the Confidential Information to be disclosed orally within the period set by the initial and final disclosure dates. The period set for oral disclosure shall be limited to a maximum of ninety (90) days, after which the disclosing Member may submit another writing to cover another period of disclosure if necessary. In no instance shall the disclosing party impose or attempt to impose a use restriction on recipient Members and without limiting the recipient Member's obligation of confidentiality under this Section 15, any such use restriction shall be null and void. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by a Specification or design guide adopted by the Corporation, such Member shall allow publication of such Specification or design guide. All information disclosed by Members prior to the date of this Agreement directly for the purposes of the Corporation shall be governed by the provisions of this Section 15.2. All information developed by the Corporation shall be deemed as Confidential Information under Section 15 until made publicly available. All works in progress, Draft Specifications and Interim Specifications, minutes of Board of Directors' meetings, minutes of Work Groups and Special Committees and attorney work product of the Corporation's attorney shall in all cases be deemed Confidential Information of the Corporation and subject to the terms hereof.

### **SECTION 15.3 NONDISCLOSURE**

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 15. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its

products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this Section 15.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

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

#### **SECTION 15.4 CORPORATION INFORMATION**

All public disclosures regarding the existence, membership and activities of the Corporation must be approved by the Board of Directors. Public disclosure of any version or revision of the Specification or design guide of the Corporation during the Member review period for such Specification or revision ("Release Candidate Drafts") shall be subject to the approval by the Board of Directors pursuant to terms hereof. Work Group and Special Committee members shall not disclose Specifications, revisions to Specifications or design guides prior to the Board of Directors designating the same as Release Candidate Drafts. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Corporation and its activities. If a Member shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued. Nothing in this Section 15.4 shall be construed to prevent a Member from publicly disclosing its own membership in the Corporation.

#### **SECTION 15.5 SURVIVAL**

After withdrawal, termination or nonrenewal as a Member, for any reason, a former Member has continuing rights and duties under this Article 15, and has a continuing right to enforce the provisions of this Article 15 with regard to its own Confidential Information.

### **ARTICLE 16: INTELLECTUAL PROPERTY LICENSING POLICY**

#### **SECTION 16.1 DEFINITIONS**

The following definitions shall apply to this Article 16:

(a) **"Compliant Portion"** means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with all relevant portions of a Specification, and (ii) are within the bounds of the Scope.

(b) **"Contribution"** means a submission by or on behalf of a Member to the Promoters or Contributors, or a Working Group, proposing an addition to or modification of an existing Specification or a new Specification or portion thereof, or a submission proposing changes or modifications to reference design documents provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Member, provided that the minutes are promptly provided to the individual representing the submitting Member, unless the submitting Member withdraws its submission in writing as soon as practicable and in any event, no later than forty-five (45) days of receipt of such written minutes. A Member failing to provide such notice shall be conclusively deemed to have made a Contribution as memorialized in the minutes.

(c) **"Necessary Claims"** shall mean claims of a patent or patent application other than design patents and design registrations, throughout the world that: (i) are owned, controlled or licensable by a Member or its Affiliates now or at any future time during the term of this agreement; and (ii) are necessarily infringed by implementing those portions of the Specification that are within the bounds of the Scope, provided that a claim is necessarily infringed only when there is no commercially reasonable non-infringing alternative for implementing such portions of the Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (i) other than those set forth above even if contained in the same patent or patent application as Necessary Claims; or (ii) that read solely on any implementations of any portion of the Specification that are not within the bounds of the Scope; or (iii) that, if licensed, would require a payment of royalties or other consideration by the licensor to unaffiliated third parties, unless the licensee agrees in writing to pay said royalties or other consideration directly to the unaffiliated third party, provide periodic accounting of the same, waive third party beneficiary claims, and actually pays to such unaffiliated third party when due, said royalties or other consideration, and any costs and expenses arising from such license.

(d) **"Scope"** means those protocols, electrical signaling characteristics, register models, hardware – operating system interfaces, application program interfaces, service provider interfaces, physical dimensions and characteristics, and/or data structures solely to the extent disclosed with particularity in the Specification where the primary purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within the Specification. Notwithstanding the foregoing, the Scope shall not include: (i) any technology that may be necessary to develop, design, manufacturer, sell or use any product or portion thereof that complies with the Specification but is not expressly set forth in Specification (examples of such technologies include without limitation semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology); or (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Specification; or (iii) portion of any product or any combination of products (or portions of products) that are not required for compliance with the Specification. The Scope shall include only architectural and interconnection requirements of the Specification and shall not include any implementation examples contained in the Specification unless the Specification expressly states that such implementation examples are to be included within the Scope of the limited patent license.

(e) **"Specification"** means a document embodying technical requirements, conditions, and protocols adopted and approved for release by the Corporation, and any updates or revisions adopted and approved for release by the Corporation, provided that such document falls within the purposes set forth in Section 2.4.

(f) **"Work Group"** is a formally organized group of Authorized Participants formed and conducted according to the provisions of the "TCG Committee Procedures and Specification Process" document and the Bylaws for the purposes of conducting work of the organization within the scope defined by a formally approved charter.

(g) **"Technical Work Group"** is a formally organized group of Authorized Participants formed and conducted according to the provisions of the "TCG Committee Procedures and Specification Process" document and the Bylaws for the purposes of conducting technical work and /or Specification development within the scope defined by a formally approved charter.

**"Solution Work Group"** is a formally organized group of Authorized Participants formed and conducted according to the provisions of the "TCG Committee Procedures and Specification Process" document and the Bylaws for the purposes of developing solution frameworks and /or enabling techniques with a focus on development of solutions, using TCG Specifications, that may include architecture, procedures, guides and policies within the scope defined by a formally approved charter.

## **SECTION 16.2 INTERIM SPECIFICATION REVIEW AND WITHDRAWAL**

(a) Interim Specifications. At such time as a Work Group's development of a Specification reaches a point where the members of that Work Group reasonably believe it has identified the nature and scope of the Specification to be developed by the Work Group, and thereafter when the nature and scope is materially expanded, such working drafts ("Interim Specifications") may (but at least once prior to a final draft, shall) be delivered to the Board of Directors who may (but at least once prior to a final draft, shall) thereafter send a complete draft of the Interim Specification to the Members for review.

(b) Review. For a period of sixty (60) days from the date that the Board of Directors sends the Interim Specification to the Members, the Members, on behalf of themselves and their Affiliates, may review the same for any Necessary Claims that may be implicated by the Interim Specification. While there is no requirement for a Member to review its patent portfolio for Necessary Claims, Members are put on notices that unless they withdraw from the Corporation in accordance with the provisions of this Section 16.2 and 16.11, below, before the end of this sixty (60) day period, the Member is committing to the licensing provisions of Sections 16.4 below with regard to Necessary Claims implicated by the Interim Specification, if and when the Specification implicating those Necessary Claims is adopted by the Corporation.

(c) Withdrawal. Without limiting a Members absolute right to withdraw pursuant to Section 12.9(2), a Member who has not otherwise made a Contribution to the Interim Specification may withdraw from membership in the Corporation pursuant to this subsection, if that Member determines that the Interim Specification implicates Necessary Claims which that Member is

unwilling to license to the other Members pursuant to Section 16.4, below. A Member wishing to exercise the right to withdraw under this provision, must deliver notice of withdrawal not later than the end of the review period referenced in Section 16.2(b), above. Said notice of withdrawal pursuant to this provision shall include written identification of any Necessary Claims of the withdrawing Member that that withdrawing Member does not wish to license hereunder.

(d) New Members. Except as set forth in Section 16.12, if, during the review period stated in Section 16.2(b), above, a prospective Member shall apply for Membership in the Corporation, then subject to the execution of such confidentiality and/or nondisclosure agreements as the Corporation may determine necessary, such prospective Member shall be permitted not less than forty-five (45) days to review the Interim Specification then for any and all Necessary Claims and to agree in separate affirmative writing to be committed to the licensing provisions of Section 16.4, below, as to such Interim Specification if it is adopted by the Corporation. Failure to provide such written affirmation shall be deemed a withdrawal of the prospective Member's application for membership.

### **SECTION 16.3 SPECIFICATION NOTICE, REVIEW AND MEMBER WITHDRAWAL**

(a) Notice. The Board of Directors shall provide the Members with not less than sixty (60) days' prior notice of the adoption of a new or revised Specification. Such notice shall include a complete draft of the Specification as approved by the Board of Directors and state the effective date when the Specification, and all Necessary Claims therein, shall be subject to the licensing provisions of Section 16.4, below.

(b) Review. Upon receipt of the notice and Specification, the Member, on behalf of itself and its Affiliates, may review the same for any Necessary Claims that may be implicated by the Specification. While there is no requirement for a Member to review its patent portfolio for Necessary Claims, Members are put on notices that unless they withdraw from the Corporation in accordance with the provisions of this Section 16.3 and 16.11, below, before the end of the period referenced in Section 16.3(c), below, the Member is committing to the licensing provisions of Sections 16.4.

(c) Withdrawal. Without limiting a Members absolute right to withdraw pursuant to Section 12.9(2), a Member who has not otherwise made a Contribution to the Specification may withdraw from membership in the Corporation pursuant to this subsection, if that Member determines that the Specification implicates Necessary Claims which that Member is unwilling to license to the other Members pursuant to Section 16.4, below; provided however, that the Member has not already committed to license such Necessary Claims pursuant Section 16.2. A Member wishing to exercise the right to withdraw under this provision, must deliver notice of withdrawal not later than fifteen (15) calendar days prior to the effective date of the Specification stated in the notice provided pursuant to Section 16.3(a), above. Said notice of withdrawal pursuant to this provision shall include written identification of any Necessary Claims of the withdrawing Member that that withdrawing Member does not wish to license hereunder.

(d) New Members. Except for the licensing obligation set forth in Section 16.12 and as otherwise set forth in such Section, if, during the review period stated in Section 16.3(a), above, a prospective Member shall apply for Membership in the Corporation, then subject to the execution of such confidentiality and/or nondisclosure agreements as the Corporation may determine



necessary, such prospective Member shall be permitted not less than forty-five (45) days to review the Specification then under review and any previously adopted and published Specifications of the Corporation for any and all Necessary Claims and to agree in separate affirmative writing to be committed to the licensing provisions of Section 16.4, below, as to such pending Specification if it is adopted by the Corporation and any previously adopted and published Specifications of the Corporation. Failure to provide such written affirmation shall be deemed a withdrawal of the prospective Member's application for membership.

#### **SECTION 16.4 LICENSING OF MEMBER INTELLECTUAL PROPERTY RIGHTS**

When a Member, or its Affiliate, makes a Contribution to a Specification of the Corporation, including revisions thereto, or when the Corporation adopts and approves for release a Specification after providing notice as set forth in Section 16.3, above, the Member and its Affiliates hereby agree to grant to other Members and their Affiliates, under reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, worldwide license under its Necessary Claims to such Specification to allow such other Members and their Affiliates to make, have made, use, import, offer to sell, lease and sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which such a Compliant Portion is incorporated that is not itself part of such Compliant Portion. Each Member agrees that it will not transfer, and have not transferred, patents having Necessary Claims for the purpose of circumventing this Section 16.4.

#### **SECTION 16.5 RECIPROCITY**

The provisions of Section 16.4, above, concerning the grant of patent licenses between Members shall be reciprocal in nature provided that no Member shall be required to grant another Member such license if that other Member or that Member's Affiliates do not, in fact and practice, make the license provided for under Section 16.4, above, available to such Members and their Affiliates.

#### **SECTION 16.6 RETENTION OF RIGHTS**

Nothing contained in this Article 16 shall be deemed as requiring a Member or its Affiliates to grant or withhold a nonexclusive license or sublicense of an individual Member's patents containing Necessary Claims to non-Members on such terms as the Member may determine.

#### **SECTION 16.7 NO OTHER LICENSE**

The Members agree that no patent license, immunity or other right is granted under these Bylaws by any Member or its Affiliates to any other Member or its Affiliates or to the Corporation, either directly or by implication, estoppel, or otherwise, other than the agreements to grant licenses expressly set forth in this Article 16.

#### **SECTION 16.8 TRANSFER OF NECESSARY CLAIMS**

Any transfer by a Member or its Affiliates to a third party of a patent having Necessary Claims shall be subject to: (i) the terms and conditions of these Bylaws, and (ii) the agreement to

grant licenses by the Member to other Members and their Affiliates pursuant to Section 16 of these Bylaws.

## **SECTION 16.9      COPYRIGHTS**

The Members grant to the Corporation, a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member solely for the purposes of developing, publishing and distributing Specifications and related materials, as well as products based on such documents.

## **SECTION 16.10      TRADEMARKS**

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively, "Trademarks"), the Corporation shall notify the Members in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members.

## **16.11 SURVIVAL OF AGREEMENT TO GRANT LICENSE**

Notwithstanding the dissolution of the Corporation or a Member's withdrawal, termination, or non-renewal of its membership in the Corporation, a Member's agreement to grant a license as provided in Sections 16.4 and 16.5, above, shall remain in full force and effect for: (a) any Necessary Claim to such Member's Contribution incorporated in any later adopted Specification; (b) any Necessary Claim to a later adopted Specification for which the Member made a Contribution during the development of such Specification; (c) any Necessary Claim to a Specification adopted before the effective date of dissolution or before the effective date of a Member's withdrawal, termination or expiration of membership; (d) any Necessary Claim implicated by an Interim Specification, if such Necessary Claim is implicated by such later adopted Specification, and for which a Member did not identify such Necessary Claim in its notice of withdrawal (if any) submitted prior to the expiration of the review period set forth in Section 16.2(c) for such Interim Specification; (e) any Necessary Claim to a Specification that is provided to the Members in accordance with Section 16.3 and for which a Member did not identify such Necessary Claim in its notice of withdrawal (if any) submitted prior to the expiration of the review period set forth in Section 16.3(c) for such Specification, and such Specification is later adopted; and (f) any Necessary Claims to a Specification adopted by the Corporation after the effective date of the Member's withdrawal, termination or expiration of membership that (i) are necessary for the future Specification to be backwards compatible with the prior Specifications, and (ii) are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Specification for which the Member is obligated to grant licenses. In no event is a withdrawn Member obligated to license any additional Necessary Claims under this Article 16. A withdrawn Member shall remain entitled to reciprocity pursuant to Section 16.4 so long as that withdrawn Member remains obligated to license any Necessary Claims under this Article 16. This agreement to the survival of reciprocal licensing

shall extend to all Members, including Members who become Members after the effective date of a departing Member's termination or expiration.

## **SECTION 16.12 TCPA SPECIFICATIONS**

By joining each Member agrees to the license provisions of Sections 16.4 and 16.5, above with respect to the following TCPA Specifications:

a) TCPA Main Specification v.1.1b (now renamed TCG Main Specification v.1.1b); and

b) TCPA PC Specific Implementation Specification v.1.0 (now renamed TCG PC Specific Implementation Specification v.1.0).

The TCPA Specifications shall be considered adopted Specifications of TCG for purposes of this Section 16, and each Member hereby waives the review period as provided for in Section 16.3(d) for these named Specifications only. Each Member also agrees to re-contribute any contribution previously made by such Member as part of TCPA to the above two TCPA Specifications and incorporated into such Specifications, and further agrees that any such contribution shall be treated as a Contribution as defined herein and is subject to the licensing provisions of this Section 16.

Each Member also agrees to re-contribute any contribution previously made by such Member as part of TCPA to the following draft TCPA Specifications:

a) TSS Draft Specification v 1.10 RC 7.22; and

b) TPM Draft Specification v 1.2 permissions rev054a;

and further agrees that any such contribution, to the extent incorporated into a finally approved Specification, shall be treated as a Contribution as defined herein and is subject to the licensing provisions of this Section 16. For each of the above two draft TCPA Specifications, each Member hereby agrees (a) to shorten the sixty (60) day period set forth in Section 16.2(b) to thirty (30) days, and (b) to shorten the sixty (60) day period set forth in Section 16.3(a) to the review period determined by the Board of Directors (which in no event shall be less than thirty (30) days). For purposes of each of the above two draft TCPA Specifications, any Member joining during any of the shortened review periods waives the right to the forty-five (45) day review periods as set forth in Section 16.2 (d) and Section 16.3 (d) and such joining Member's review period shall coincide with any remaining portion of the applicable shortened review period as set forth in the previous sentence.

## **SECTION 16.13 AMENDMENTS**

In the event that, in accordance with Article 10, the Directors alter, amend or repeal any provision of Sections 2.4, 15 or 16, Members shall be given sixty (60) days written notice of such action, during which period any Member may exercise its right to terminate its membership pursuant to Section 12.9(2), in which case its confidentiality obligations under Section 15 and its surviving rights and duties to license Necessary Claims under Section 16 shall be construed based on such Sections before giving effect to the notified alteration, amendment or repeal. If a Member

has terminated its membership prior to notice of any alteration, amendment or repeal of Sections 2.4, 15 or 16, such Member's confidentiality obligations under Section 15 and its surviving rights and duties to license Necessary Claims under Section 16 shall be construed based on the Sections in effect at the time of its termination of membership.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of TRUSTED COMPUTING GROUP, an Oregon Nonprofit Corporation; and

The foregoing Bylaws constitute the Bylaws, as amended, of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TCG Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name