AMENDED AND RESTATED BY-LAWS OF

Z-WAVE-ALLIANCE, INC.

## ARTICLE I

## NAME, PURPOSE AND OFFICES

### Section 1.1 Name

The name of the corporation is "Z-Wave Alliance, Inc." and the corporation is referred to in these By-laws as the "Alliance".

### Section 1.2 Principal Office

The principal office of the Alliance shall be located at 2603 Camino Ramon, Suite 200, San Ramon, CA 94583, United States. The Board of Directors of the Alliance (the "Board of Directors") is hereby granted full power and authority to change its principal office from one location to another both within and without such state.

### Section 1.3 Other Offices

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places.

### Section 1.4 Purpose

The nature of the business or purposes to be conducted or promoted by the Alliance is to engage in any lawful act or activity for which corporations organized not for profit may be organized under the General Corporation Law of Delaware. The primary purposes of the Alliance are to support the development and extension of the Z-Wave wireless communication protocol and promote the protocol as a key enabling technology for 'smart' home and business applications, and to undertake such other activities as may from time to time be appropriate to further the purposes and achieve the goals set forth above. The Z-Wave wireless communications protocol and any other standards or specifications the Alliance may create are referred to as the "Specifications".

### Section 1.5 Nonprofit Status

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

(b) The Board of Directors may, in its sole discretion, elect to seek exemption from Federal taxation for the Alliance pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter, the "Code"). In the event that such exemption is sought and until

such time, if ever, as such exemption is denied or lost, the Alliance shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(6) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

Section 1.6 Joint Research and Development Venture

In working toward the achievement of its stated purpose, the Alliance and its Members intend to comply with the National Cooperative Research and Production Act, 15 U.S.C.A. §4301 et seq., and to engage in a "joint research and development venture" as defined therein.

## ARTICLE II

## MEMBERS

Section 2.1 Classes of Membership

The Alliance shall initially have eight classes of membership: Founding Members, Principal Members, Contributor Members, Accelerator Members, Affiliate Members, Dealer/Installer Members ("Entity Memberships"), Individual Academic Members, and Individual Members ("Non-Entity Memberships"). Additional classes of voting and non-voting members may be created in the future, and the rights of existing classes of members may be amended, in each case pursuant to Section 2.13 of these By-laws. Founding Members, Principal Members and Contributor Members, and any future classes of members that are entitled to voting rights, shall be collectively referred to as "Voting Members." All voting and non-voting memberships in the Alliance are collectively referred to in these By-laws as "Memberships", and a person or entity holding Membership is referred to as a "Member".

Section 2.2 General Conditions of Membership

(a) Subject to the last sentence of this Section 2.2(a), any (i) entity whose principal business is the design, fabrication and/or distribution of microprocessors shall become a Principal Member, (ii) any association, partnership, organization, governmental agency, company, corporation, academic entity, or non-profit entity shall be admitted to Entity Membership (other than Founder Membership), and (iii) individual shall be admitted to Non-Entity Membership, in each case upon: (A) acceptance of its written application on such form as may be from time to time required by the Alliance (which acceptance shall be administered in a non-discriminatory fashion) and (B) unless otherwise provided by the Board of Directors, payment of such application fees, assessments, initiation fees (if any), annual dues or other fees (or discounted fees, as the case may be, in the case of affiliated Members) for such class of Membership as may from time to time be established by the Board of Directors (collectively, "Fees"), provided, however, that the Alliance (x) shall have no obligation to accept, nor shall it have any liability for refusing to accept, any application for Membership, and (y) shall have the right to restrict the ability of any Member to exercise any or all rights of Membership; in each

case to the extent it reasonably believes on advice of legal counsel that it might violate any federal, state or foreign law or regulation applicable to it by acting otherwise; and provided further that at any time there shall be no more than seven Founding Members. Criteria for eligibility within a given class of Membership shall be as from time to time approved by the Board of Directors.

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

Section 2.3 Privileges of Founding Members

Each Founding member, while in good standing, shall be entitled to:

(a) nominate, elect and maintain one representative to serve as a member of the Board of Directors (each a "Founding Director");

(b) all rights of more junior classes of Membership, other than the right to nominate and elect additional directors; and

(c) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.4 Privileges of Principal Members

Each Principal member, while in good standing, shall be entitled to:

(a) subject to Section 4.3(b), apply for approval by the Board of Directors to nominate and elect a Director (each a "Principal Director"), provided, however, that payment of an additional fee, as from time to time specified by the Board of Directors, may be required in the event such application is accepted;

(b) if it is represented on the Board of Directors, to have its Principal Director nominated to serve on any Executive Committee of the Board of Directors;

(c) eligible to have its representative appointed by the Board of Directors to serve as a spokesperson for the Alliance;

(d) all rights of more junior classes of Membership, other than the right to nominate and elect additional directors; and

(e) such other benefits, rights and privileges as the Board of Directors may from time to

time designate.

Section 2.5 Privileges of Contributor Members

Subject to Section 2.2(c) above, each Contributor Member, while in good standing, shall be entitled to:

(a) if invited by the Board of Directors, nominate one representative to be elected by the Board of Directors to serve as a Director (each a "Contributor Director"), subject to payment by such Member of any additional fee from time to time specified by the Board of Directors;

(b) participate in, and appoint one voting representative to, each Committee and each Working Group thereof that the Alliance may establish, be elected to serve as Chair of a Committees and Working Groups (each as defined in Section 5.5(c)), and participate in all events the Board designates as open to all Voting Members;

(c) participate in all annual and other general meetings of the Members and vote on each matter submitted to a vote of the Voting Members;

(d) implement Specifications in its products;

(e) submit appropriate products for certification in any certification program which the Alliance may administer and display any related certification marks in connection with such products when they are confirmed as being compliant with a Specification, subject to such license terms and agreements as the Alliance may from time to time require;

(f) request inclusion of Specification-certified products in any compliance registry which the Alliance may from time to time maintain;

(g) all rights of more junior classes of Membership; and

(h) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.6 Privileges of Accelerator Members

Subject to Section 2.2(c) above, each Accelerator Member, while in good standing, shall be entitled to:

(a) use Alliance certification marks in connection with the marketing and sale of products produced by others that have passed certification, subject to such license terms and agreements as the Alliance may from time to time require;

(b) participate in and appoint one voting representative to all Committees and Working Groups thereof, and be elected to serve as Chair of Committees and Working Groups, subject to acceptance of nomination by the Board of Directors prior to election,

(c) all rights of more junior classes of Membership, except for Section 210(c).; and

(d) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.7 Privileges of Affiliate Members

Subject to Section 2.2(c) above, each Affiliate Member, while in good standing, shall be entitled to:

(a) access to and right to implement, but not have certified or assert compliance to, all finally approved Specifications and other work product of Working Groups;

(b) all rights of more junior classes of Membership; and

(c) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.8 Privileges of Dealer/Installer Members

Subject to Section 2.2(c) above, each Dealer/Installer/Member, while in good standing, shall be entitled to:

(a) participate in, but not vote at, all annual and other general meetings of the Members;

(b) all rights of more junior classes of Membership; and

(c) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.9 Privileges of Individual Academic Members

Subject to Section 2.2(c) above, each Academic Member, while in good standing, shall be entitled to:

(a) access, and ability to make contributions, to curriculum, demonstrations, labs and training;

(b) all rights of more junior classes of Membership; and

(c) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.10 Privileges of Individual Members

Subject to Section 2.2(c) above, each Individual Member, while in good standing,

shall be entitled to:

(a) participate in all Committees and Working Groups, provided that Individual Members may not vote; be elected to serve as Chair of Committees and Working Groups, subject to acceptance of nomination by the Board of Directors prior to election;

(b) access to and ability to make technical contributions to the Source Code;

(c) placement of a link to such Member's Web site on the Alliance Web site;

(d) display the Alliance logo on such Member's Web site, to indicate membership in the Alliance;

(e) inclusion in such activities, public relations activities, marketing materials, educational and other materials, and meetings as the Board of Directors shall from time to time designate; and

(f) such other benefits, rights and privileges as the Board of Directors may from time to time designate.

Section 2.11 Rights in Intellectual Property

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

Section 2.12 Related Companies, Etc.

(a) Only the legal entity which has been accepted as a Member of the Alliance, and not any of its Subsidiaries (as defined below) or other Related Parties shall be entitled to enjoy the rights and privileges of such Membership. For purposes of this Section, the term "Subsidiaries" shall mean all Related Companies (as defined below) that a Member owns, either directly or indirectly.

(b) Only one Member which is part of a group of Related Companies shall be entitled to have a representative on the Board of Directors at one time. For purposes of these By-laws, the term "Related Company" shall mean any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or membership interests of the entity in question. "Related Companies" are entities that are each a Related Company of a Member.

(c) If a Member is itself a consortium, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member shall extend only to the paid representatives (employees and individuals serving on a contractor basis)

of such Member, and not to its members or sponsors, unless otherwise approved by the Board of Directors in a specific case from time to time.

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

Section 2.13 Additional Classes of Members

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

Section 2.14 Termination or Suspension of Membership

Any Member may be suspended from Membership or have its Membership terminated by the Board of Directors for failure to satisfy its Membership Obligations or for engaging in any conduct, either within or without the Alliance, that is contrary to the interests of the Alliance or to the advancement of the Alliance's business or industry goals (in either case, other than conduct or actions taken in good faith reliance on Section 13 of these By-laws). Financial Obligations already paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable. Except as provided in the last paragraph of this Section 2.14, no termination or suspension of Membership for any other purpose shall be effective unless:

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

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

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

(d) Except in the case of a termination or suspension of Membership for failure to satisfy a Financial Obligation, such notice sets forth a procedure determined by the Board of Directors (or other body authorized by the Board of Directors) to decide whether or not the proposed termination or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five days before the effective date of the proposed termination or suspension.

Notwithstanding the foregoing, in the event that the Board of Directors believes in good faith that either (i) a Member is engaging in willful misconduct to the material detriment of the best interests of the Alliance and its Members or (ii) the continued Membership of a Member may cause the Alliance or any of its other Members to be in violation of applicable laws or regulations, then (A) in the case of preceding clause (i) of this paragraph, the Board of Directors may suspend such Member's Membership immediately, provided that such Member is otherwise afforded the protections provided for in subsections (a), (b) and (d) of this Section 2.14, or (B) in the case of preceding clause (ii) of this paragraph, the Board of Directors may terminate such Member's Membership immediately upon notice in accordance with subsection (a) of this Section 2.14.

Section 2.15 Resignation by Member

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

Section 2.16 Membership Book

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

Section 2.17 Levy of Dues, Assessments or Fees

The Alliance may levy dues, assessments or fees upon its Members in such amounts as may be approved from time to time by the Board of Directors, but a Member upon learning of any increase in dues, or of any levy of any assessments or fees, may avoid liability therefor by resigning from Membership prior to the date such dues, assessments or fees are due and payable, except where the Member is, by contract with the Alliance or otherwise, independently and explicitly liable for such dues, assessments or fees. No provision of the Certificate of Incorporation or By-Laws of the Alliance authorizing such dues, assessments or fees shall, of itself, create such liability. In no event shall the failure of a Member to pay any dues or assessments give rise to any claim in favor of the Alliance for indirect or consequential damages.

Section 2.18 Use of Names

Neither the Alliance nor any Member shall use the name of the other in any form of publicity without the written permission of the other, provided that the Alliance and any Member may each disclose and publicize such Member's Membership in the Alliance, and the Alliance may list a Member's name and display its logo, if any, at the Alliance website and events unless otherwise requested by such Member. Notwithstanding the foregoing, if the Alliance has not

made a filing under the National Cooperative Research and Production Act of 1993, as amended, a Member may request that its Membership not be disclosed if it makes a written request to such effect at the time of application to the Alliance for Membership.

## ARTICLE III

## MEETINGS OF MEMBERS

### Section 3.1 Place of Meetings

All meetings of the Members shall physically be held at such place within or without the State of Delaware, or as may otherwise be permitted by law, and at such time as may be fixed from time to time by the Board of Directors or its Chair, or if not so designated, at the registered office of the Alliance.

### Section 3.2 Annual Meeting

Annual meetings of Members ordinarily shall be held by written consent pursuant to Section 3.10. Notwithstanding the foregoing, however, the Board of Directors may call any annual meeting to be held in person at such date and time as shall be designated from time to time by the Board of Directors or the Chairman. Pursuant to such written consent, or at such meeting, as applicable, the Voting Members shall elect a Board of Directors in accordance with Section 4.3 and shall transact such other business as may properly be addressed by written consent, or at such meeting, as applicable.

### Section 3.3 Special Meetings

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

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

### Section 3.4 Notice of Meetings

Except as otherwise provided by law or these By-laws, notice of each meeting of the Members, annual or special, stating the place, if any, date and hour of the meeting, the means of

remote communication, if any, by which Members may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten or more than sixty days before the date of the meeting, to each Member entitled to attend such meeting.

Section 3.5 Voting List

The officer who has charge of the Membership Book of the Alliance shall prepare at least ten days before every meeting of Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each such Member. Nothing contained in this Section shall require the Alliance to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Alliance. In the event that the Alliance determines to make the list available on an electronic network, the Alliance may take reasonable steps to ensure that such information is available only to Members of the Alliance. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any Member during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 3.6 Quorum

Except as otherwise provided by statute, the Certificate of Incorporation or these By-laws, Voting Members entitled to vote more than thirty percent of the aggregate votes of all Voting Members or such higher percentage of Voting Members as may be required by law, these By-laws or the Certificate of Incorporation to approve any action to be taken at such meeting) present in person, shall constitute a quorum at all meetings of the Members for the transaction of business. Member Committees shall have the same rules relating to quorum requirements and voting majorities as provided for in these By-laws, unless otherwise approved by the affirmative vote of the Board of Directors, except as otherwise proved by statute, the Certificate of Incorporation or these By-laws.

Section 3.7 Adjournments

Any meeting of Members may be adjourned from time to time without notice to any other time and to any other place, if any, at which a meeting of Members may be held under these By-laws, which time and place, if any, thereof, and the means of remote communications, if any, by which Members may be deemed to be present in person and vote at such adjourned meeting shall be announced at the meeting by a majority of the Voting Members present in person and entitled to vote at such meeting (regardless of whether a quorum is present), or, if no Voting Member is present, by any officer entitled to preside at or to act as secretary of such meeting, without notice other than announcement at the meeting, until a quorum shall be present

or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to all Members entitled to vote at the meeting

Section 3.8 Action at Meetings

(a) When a quorum is present at any meeting of Members, the vote of more than fifty percent of the aggregate votes of all Voting Members, present in person and entitled to vote on the question shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, the Certificate of Incorporation or these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question;

(b) Notwithstanding Section 3.8(a), in the event that any vote is to be taken of a single class of Voting Members, then a quorum for such vote shall be not less than fifty percent of the Voting Members of that class, and when such quorum is present, the vote of more than fifty percent of the aggregate votes of the Voting Members of that class present in person and entitled to vote on the question, shall decide such question.

Section 3.9 Action Without Meeting

Any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of a Member Committee, Working Group thereof or other group of Members or subset of Members, may be taken without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, shall be signed by Members (or members of a class of Members, as the case may be) making up not less than that percentage of all Members as would be necessary to authorize or take such action at a meeting at which all Members (or class of Members, as the case may be) entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those otherwise entitled to vote thereon who have not consented in writing.

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

A consent given by electronic transmission is delivered to the Alliance upon the earliest of: (i) when the consent enters an information processing system, if any, designated by the Alliance for receiving consents, so long as the electronic transmission is in a form capable of being processed by that system and the Alliance is able to retrieve that electronic transmission; (ii) when a paper reproduction of the consent is delivered to the Alliance's principal place of business or an officer or agent of the Alliance having custody of the book in which proceedings

of meetings of Members are recorded; (iii) when a paper reproduction of the consent is delivered to the Alliance's registered office in the State of Delaware by hand or by certified or registered mail, return receipt requested; or (iv) when delivered in such other manner, if any, provided by resolution of the Board of Directors of the Alliance. A consent given by electronic transmission is delivered under this provision even if no person is aware of its receipt. Receipt of an electronic acknowledgment from an information processing system establishes that a consent given by electronic transmission was received but, by itself, does not establish that the content sent corresponds to the content received.

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

Section 3.10 Action Held by Remote Communication

If authorized by the board of directors in its sole discretion, and subject to such guidelines and procedures as the board of directors may adopt, Members may, by means of remote communication: (A) participate in a meeting of Members; and (B) be deemed present in person and vote at a meeting of Members whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Alliance shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member, (ii) the Alliance shall implement reasonable measures to provide such Members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any Member votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Alliance.

Section 3.11 Nomination and Election Procedures

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

Section 3.12 Order of Business

The order of business at all meetings of Members shall be as determined by the presiding Officer, but the order of business to be followed at any meeting at which a quorum is present may be changed by a vote of the Voting Members.

## ARTICLE IV

## DIRECTORS

Section 4.1 Powers

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

Section 4.2 Number of Directors

Subject to Section 4.4, the total number of Directors shall be at least one and not more than fourteen, comprising up to five Founding Directors, up to seven Principal Directors, and up to two Contributor Directors.

Section 4.3 Nomination, Election and Term of Office of Directors

(a) Each Founding Member (while remaining in good standing) shall be entitled individually to nominate and elect one Founding Director, which right shall continue for so long as such entity remains a Founding Member in good standing. A Founding Director shall serve at the pleasure of the Founding Member that nominated and elected him or her rather than for a fixed term.

(b) The exact number of Principal Directors shall be determined from time to time by the Board of Directors. Each Principal Member Director shall serve for a term of two years and until their successors are elected and qualified, and the application process for obtaining a Principal Member Director seat shall be as may be set by the Board of Directors from time to time. Each Principal Director may, but shall not automatically, be nominated and elected for additional two-year terms.

(c) The Board of Directors shall elect representative(s) of Contributor Members to serve as Contributor Director(s), with the exact number to be determined from time to time by the Board of Directors but in any event such number shall not exceed the number of Contributor Members in good standing at the time of such election, each to serve for a term of one year and until their successors are elected and qualified. Each Contributor Director may, but shall not automatically, be nominated and elected for additional one-year terms.

(d) A Director shall hold office until the earliest to occur of (A) in the case of an Founding Director or Principal Director, (i) his or her death, resignation or removal, or (ii) the expiration or termination of Membership of the Member that designated such Director; (B) in the case of a Contributor Director, (i) his or her death, resignation or removal, (ii) the expiration

or the term to which such Director was elected, or (iii) the expiration or termination of Membership of the Member that nominated such Director, or the termination of employment of such Director by such Member; and (C) in the case of all Directors, upon the combination, by merger, acquisition or otherwise, of two Members that each have representatives on the Board of Directors, upon which event one of the two representatives, as designated by the surviving Member, shall be deemed to have resigned. In addition, during such times as the Membership of any Member that has a representative serving as a Director is suspended pursuant to Section 2.14 above, the attendance and voting rights of such Director representative shall also be suspended until such time, if ever, as such suspension is lifted.

(e) Each Director (or the Member represented by such Director) may designate in writing (which designation may be withdrawn in writing at any time by such Director or Member) an individual to act as a Director in his or her stead, whether for a single meeting or as a standing alternate. Any such alternate Director shall be entitled to (i) attend and vote at all meetings which the designating Director does not attend, (ii) sign all written consents in lieu of the designating Director, and (iii) otherwise exercise the duties and enjoy the privileges of the designating Director in the absence or unavailability of the designating Director.

(f) The Board may approve from time to time such reasonable attendance and other requirements as it shall deem to be advisable to ensure that seats on the Board are held by active, contributing individuals. Such rules may provide that in the event that such requirements have not been met, any Member which has appointed a Director may be asked to replace such Director, and that any Member that has nominated an individual that has been elected to the Board may lose its ability to be represented on the Board in the event that such requirements have not been met, and/or that a Director who fails to meet such requirements shall automatically be deemed to have resigned from the Board, but no such rule may be imposed retroactively.

Section 4.4 Enlargement or Reduction

Subject to Section 2.13 above, the number of Directors, the persons eligible to become Directors and the classes of Members eligible to elect and/or nominate Directors may be amended at any time by a vote of the Board of Directors.

Section 4.5 Resignation and Removal

Any Director may resign at any time upon notice to the Alliance in writing or by electronic transmission at the principal place of business of the Alliance or to the Chair or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director may be removed by the Member that nominated and elected such Director, provided that any replacement of a Principal or Contributor Director shall be approved by the Board of Directors. Any Contributor Director may be removed by a majority vote of the Contributor Members. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed by a majority of the other Directors then in office for engaging in any conduct, either within or without the Alliance, that is contrary to the interests of the Alliance or to the advancement of the Alliance's business or industry goals; provided, however, that the Member or class of Members that nominated and elected such removed Director shall be entitled to nominate and elect a

replacement for such removed Director to serve for the balance of such removed Director's term.

Section 4.6 Vacancies

(a) Except as set forth in Section 4.3(f), a vacancy on the Board of Directors occurring as a result of the death, resignation or removal of a Director may be filled by the Member or class of Members that nominated and elected such Director. The term of a Principal or Contributor Director so nominated and elected shall be the unexpired portion of the term of the Director whom the Director so nominated and elected is replacing. Vacancies occurring by reason of an expansion of the Board of Directors shall be filled in the manner designated in the resolution of the Board of Directors effecting such expansion, and the term of such Directorship shall also be established in such resolution.

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

Section 4.7 Place of Meetings

The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 4.8 Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of Members.

Section 4.9 Special Meetings

Special meetings of the Board of Directors may be called by the Chair, Secretary, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Notice shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such director's address as it appears on the records of the Alliance, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to each Directors address at least forty-eight (48) hours in advance of the meeting. A notice need not specify the purposes of the meeting.

Section 4.10 Quorum, Action at Meeting, Adjournments

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

(b) In order to pass a "Super Majority Vote", a resolution must be taken at a meeting of the Board at which at least two-thirds of the Directors then in office are present and participating, and in support of which at least two-thirds of the Directors then in office have voted affirmatively, or by an equivalent number of Directors acting by written consent in the manner described in Section 4.11 below. A Super Majority Vote of the Board of Directors shall be required with respect to the following matters:

(i) Amending or repealing any provision of these By-laws;

(ii) Amending the Certificate of Incorporation;

(iii) Adopting or recommending to the Voting Members an agreement of merger or consolidation;

(iv) Approving or recommending to the Members the sale, lease or exchange of all or substantially all of the Alliance's property and assets;

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

(vi) Enlarging or reducing the size of the Board of Directors;

(vii) Amending or modifying the eligibility requirements for membership on the Board of Directors or the classes of Members eligible to Appoint or nominate and elect Directors;

(viii) Adopting, amending or repealing any IPR Policy; and

(ix) Any other matter specifically requiring a Super Majority Vote of the Board of Directors pursuant to these By-laws.

(c) No Director whose attendance and voting rights have been suspended shall be counted for purposes of determining quorum, the number of Directors then in office or the number of Directors required for voting purposes, unless otherwise required by law, these By-laws or the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. In the event that one or more of the Directors shall be disqualified from voting at any meeting upon any matter, then the required quorum as it relates to the consideration of such matter shall be reduced by one for each such Director so disqualified.

Section 4.11 Action by Consent

(a) Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting and without prior notice if a majority of Directors then in office (or such greater number of Directors as may be required by law or the By-laws of the Alliance for the taking of any such

action at a meeting) consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors thereof, in the same paper or electronic form as the minutes are maintained.

(i) such written consent shall have been sent simultaneously to all Directors then in office for their consideration;

(ii) prompt written notice of any action so taken is given to those Directors who have not consented in writing or by electronic transmission; and

(iii) two or more such Directors have not objected to the taking of any such action by written notice delivered to the Alliance within ten business days following the date that written notice of the Directors action is mailed or otherwise delivered to such Directors.

Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(b) Notwithstanding the foregoing, the ability of two or more non-consenting Directors to prevent the taking of an action by written consent under clause 4.11(a)(iii) above shall not prevent any such action from being taken at a later date at an actual meeting of the Board of Directors.

(c) Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of any Board Committee may be taken in the manner set forth in the preceding clauses 4.11(a) and (b).

Section 4.12 Telephonic Meetings

Unless otherwise restricted by the Certificate of Incorporation or these By-laws, members of the Board of Directors or of any Board Committee may participate in a meeting of the Board of Directors or of any Board Committee, as the case may be, by means of conference telephone, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.13 Inspection Rights

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

Section 4.14 Fees and Compensation

Directors shall not receive any stated salary or reimbursements for their services as Directors; provided that, by resolution of a majority of the Board of Directors, the Alliance may reimburse Directors for expenses incurred while acting on behalf of the Alliance and/or expenses

incurred in attending meetings of the Board of Directors, in such amounts as the Board of Directors may determine to be appropriate. Nothing herein contained shall be construed to preclude any Director from serving the Alliance in any other capacity as an Officer, agent, employee or otherwise, and receiving compensation therefor. The Directors may also approve reimbursement of expenses for members of Board Committees in connection with their service on such Board Committees.

## ARTICLE V

## EXECUTIVE COMMITTEE AND OTHER COMMITTEES

### Section 5.1 Executive Committee

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

(a) Approving any action which requires approval of the Voting Members;

(b) Filling vacancies on the Board of Directors;

(c) Fixing compensation of the Directors for serving on the Board of Directors or on any Board Committee;

(d) Amending or repealing any resolution of the Board of Directors which by its express terms is not so amendable or repealable; and

(e) Adopting any resolution or approving any action that requires a Super Majority Vote under these By-Laws.

### Section 5.2 Other Committees of the Board of Directors

The Board of Directors may create such nominating, audit, compensation and other Board Committees, each consisting of one or more Directors appointed by the Board of Directors, as the Board of Directors may from time to time deem advisable, to perform such general or special duties as may from time to time be delegated to any such Board Committees by the Board of Directors, subject to the limitations imposed by the Certificate of Incorporation or by these By-laws. No such Committee shall have the power or authority to take any action prohibited by Section 5.1 above to be taken by the Executive Committee. The Board of Directors may designate one or more Directors as alternate members of any Board Committees,

who may replace any absent member at any meeting of such Board Committees. Any such Board Committee or Board Committees shall have such powers, duties and name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each Board Committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request.

Section 5.3 Meetings of Committees of the Board of Directors

Except as otherwise provided in these By-laws or by resolution of the Board of Directors, each Board Committee may adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, but unless otherwise provided by resolution of the Board of Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-laws for the conduct of the business of the Board of Directors.

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

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

Section 5.5 Committees of the Members

(a) A Technical Committee of the Alliance shall be established. Such Member Committee may have such Working Groups as from time to time may be approved by the Board of Directors. The Technical Committee and its Working Groups shall be the principal Member-level forum for the discussion and preliminary adoption of technical specifications and standards, subject to the review, and within the strategic direction established by, the Board of Directors, and such Member Committee shall otherwise have such rights and privileges as shall from time to time be established by the Board of Directors, or as set forth in such Technical Committee rules and policies as shall have been previously adopted by the Board of Directors. The Technical Committee may make technical recommendations to the Board of Directors concerning Specifications and other technical matters, and may undertake such other tasks as may from time to time be established by the Board of Directors, provided that all Specifications and other deliverables may only be finally adopted by the Board of Directors.

(b) A Marketing Committee of the Alliance shall be established at such time as deemed advisable by the Board of Directors. Such Member Committee may have such Working Groups as from time to time may be approved by the Board of Directors. The Marketing Committee and its Working Groups shall be the principal Member-level forum for the discussion of activities intended to promote the mission and deliverables, subject to the review, and within the strategic direction established by, the Board of Directors, and such Member Committee shall otherwise have such rights and privileges, and shall have such number of voting members, as shall from time to time be established by the Board of Directors, or as set forth in such Marketing Committee rules and policies as shall have been previously adopted by the Board of Directors. The Marketing Committee may make recommendations to the Board of Directors concerning marketing and promotional matters, may coordinate and implement the same, and may undertake such other tasks as may from time to time be permitted by the Board of Directors.

(c) From time to time, the Board of Directors may establish additional Member Committees, with such rights of participation by class of Member as the Board of Directors shall determine. Unless otherwise specified in these By-laws or by the Board of Directors, each Member Committee may have such Working committees, working groups and special interest groups as from time to time may be approved by such Member Committee, within the strategic direction established by the Board of Directors (each a "Working Group"), and the members of neither such Member Committee nor its Working Groups need be Directors.

(d) From time to time, the Board of Directors may establish ad hoc committees open to such Members, or subsets of Members, as the Board of Directors may determine in the resolution creating such ad hoc committee.

## ARTICLE VI

## OFFICERS

### Section 6.1 Officers

The officers of the Alliance shall be a Chair, who shall also be a Director, and a Secretary and a Treasurer, neither of whom need be a Director. The Alliance may also have, at the discretion of a Chair, an Executive Director, and such other officers with such titles, terms of office and duties as may be determined in accordance with the provisions of Section 6.3. The Chair shall preside over meetings of the Board of Directors. One person may hold two or more offices unless the Certificate of Incorporation or these By-laws otherwise provide.

### Section 6.2 Vacancies

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

### Section 6.3 Election

Except as set forth in Section 6.5, the Board of Directors at its first meeting after each annual meeting of Members shall choose a Chair, a Secretary and a Treasurer. Other officers may be elected by the Board of Directors at such meeting, and any or all officers may be replaced, at any other meeting of, or by written consent of, the Board of Directors.

### Section 6.4 Tenure

Each officer of the Alliance shall hold office until his or her successor is chosen and qualifies, unless a different term is specified in the vote choosing or electing him, or until his or her earlier (i) death, resignation or removal, or (ii) ceasing to be an employee of a Member represented, or (iii) the termination of the Membership of the Member that is his or her employer. Any officer elected by the Board of Directors may be removed at any time by the

Board of Directors or a Board Committee duly authorized to do so. Any officer may resign by delivering his or her written resignation to the Alliance at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.5 Chair

The Chair shall have all of the powers normally associated with the role of chief Founding officer and preside at all meetings of the Board of Directors and the Members. The Chair shall oversee the management of the business of the Alliance and see that all orders and resolutions of the Board of Directors are carried into effect. Without limiting the foregoing, the Chair shall:

(a) Execute bonds, mortgages, and other contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Alliance; and

(b) Oversee the Executive Director (if any).

Section 6.6 Executive Director

The Executive Director (if any) shall preside over the day-to-day affairs of the Alliance under the direction of the Board of Directors and the Chair and perform such other duties and have such other powers as the Board of Directors or the Chair may from time to time prescribe.

Section 6.7 Secretary

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

(a) Prepare and maintain lists of Members and their addresses as required;

(b) Attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Alliance and of the Board of Directors in a book to be kept for that purpose and perform like duties for the standing Board Committees when required; and

(c) Give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and perform such other duties as may be from time to time prescribed by the Board of Directors, and be under their supervision.

Section 6.8 Treasurer

The Treasurer shall perform such duties and shall have such powers as may be assigned to him or her by the Board of Directors or the Chair. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer. The Treasurer shall

have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Alliance and shall deposit all moneys and other valuable effects in the name and to the credit of the Alliance in such depositories as may be designated by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chair and the Board of Directors, when the Chair or Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Alliance. Notwithstanding the foregoing, upon prior notice to the Board, the Treasurer may delegate and supervise any or all of the foregoing duties and actions to a person or service provider retained by the Alliance.

Section 6.9 Compensation

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

## ARTICLE VII

## NOTICES

Section 7.1 Delivery

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

(b) Without limiting the manner by which notice otherwise may be given effectively to Members, but subject to subsection (e) of this Section, any notice to Members given by the Alliance under any provision of the DGCL, the Certificate of Incorporation, or these By-laws shall be effective if given by a form of electronic transmission consented to by the Members to whom the notice is given. Any such consent shall be revocable by the Member by written notice or electronic transmission to the Alliance.

(c) Notice given pursuant to subsection (b) of this Section shall be deemed given: (1) if by facsimile telecommunication , when directed to a number at which the Member has consented to receive notice; (2) if by a posting on an electronic network together with separate notice to the Member or Director of such specific posting, upon the later of (A) such posting and (B) the

giving of such separate notice; and (3) if by any other form of electronic transmission, when directed to the Member or Director

(d) For purposes of these By-laws, (1)"electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, (2) "electronic mail" means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Alliance who is available to assist with accessing such files and information) and (3) "electronic mail address" means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the "local part" of the address) and a reference to an internet domain (commonly referred to as the "domain part" of the address), whether or not displayed, to which electronic mail can be sent or delivered.

(e) Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (1) the Alliance is unable to deliver by such electronic transmission two consecutive notices given by the Alliance and (2) such inability becomes known to the secretary or an assistant secretary of the Alliance or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

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

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

Section 7.2 Waiver of Notice

Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these By-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

## ARTICLE VIII

## INDEMNIFICATION

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

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

### Section 8.2 Actions by or in the Right of the Alliance

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

### Section 8.3 Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 of this Article VIII has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified

against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 8.4 Specific Authorization

Any indemnification under Section 8.1 or 8.2 of this Article VIII (unless ordered by a court) shall be made by the Alliance only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by a majority vote of such Directors who were not parties to such action, suit or proceeding, even though less than a quorum or (2) by the Members of the Alliance.

Section 8.5 Advance Payment

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

Section 8.6 Non-Exclusivity

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VIII shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any By-law, agreement, vote of Voting Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 8.7 Jurisdiction of Delaware Court of Chancery

The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification. The Delaware Court of Chancery may summarily determine the Alliance's obligation to advance expenses (including attorney's fees).

Section 8.8 Insurance

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

Section 8.9 Continuation of Indemnification and Advancement of Expenses

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Alliance and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.10 Severability

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

Section 8.11 Intent of Article

The intent of this Article VIII is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VIII shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

## ARTICLE IX

## BOOKS AND RECORDS

Section 9.1 Books and Records

The Alliance shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board of Directors and Board Committees, and a record of the Members giving their names and addresses and the class of Membership held by each.

Section 9.2 Form of Records

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

Section 9.3 Reports to Directors, Members and Others

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

Section 9.4 Record Date

In order that the Alliance may determine the Members entitled to notice of or Voting

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

Section 9.5 Registered Members

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

## ARTICLE X

## CERTAIN TRANSACTIONS

Section 10.1 Transactions with Interested Parties

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

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

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

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

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

## ARTICLE XI

## GRANTS, CONTRACTS, LOANS, ETC.

### Section 11.1 Grants

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Alliance, may be authorized by the Board of Directors. The Board of Directors may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Alliance to make any such grants, contributions or assistance.

### Section 11.2 Execution of Contracts

The Board of Directors may authorize any Officer, employee or agent of the Alliance, in the name and on behalf of the Alliance, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board of Directors to the contrary, the Chair shall be authorized to execute such contracts and instruments on behalf of the Alliance.

### Section 11.3 Checks, Drafts, Etc.

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

### Section 11.4 Deposits

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

## ARTICLE XII

## GENERAL PROVISIONS

### Section 12.1 Fiscal Year

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

### Section 12.2 Reserves

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

### Section 12.3 Proprietary Rights

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

(b) No express or implied right, whether by implication, estoppel, or otherwise, to any patent, copyright, trademark, trade secret, or other intellectual property right of any Member is or shall be deemed to be granted to the Alliance or to any other Member by reason of its membership in or participation in the activities of the Alliance, except as may be provided in a separate written agreement.

(c) No Member shall at any time be required to exchange proprietary information with any other Member solely by reason of its being a Member of the Alliance.

### Section 12.4 Form of Records.

Any records administered by or on behalf of the Alliance in the regular course of its business, including its Membership list, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device, method, or one or more electronic networks or

databases (including one or more distributed electronic networks or databases), provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Alliance shall convert any records so kept into clearly legible paper form upon the request of any person entitled to inspect such records pursuant to any provision of the General Corporation Law of the State of Delaware. When records are kept in such manner, a clearly legible paper form prepared from or by means of the information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases) shall be valid and admissible in evidence, and accepted for all other purposes, to the same extent as an original paper record of the same information would have been, provided the paper form accurately portrays the record.

Section 12.5 Document Form, Signature and Delivery

Without limiting the manner in which any act or transaction may be documented, or the manner in which a document may be signed or delivered:

(a) Any act or transaction contemplated or governed by the DGCL or the Certificate of Incorporation or these By-laws may be provided for in a document, and an electronic transmission shall be deemed the equivalent of a written document. "Document" means (i) any tangible medium on which information is inscribed, and includes handwritten, typed, printed or similar instruments, and copies of such instruments and (ii) an electronic transmission.

(b) Whenever the DGCL or the Certificate of Incorporation or these By-laws requires or permits a signature, the signature may be a manual, facsimile, conformed or electronic signature. "Electronic signature" means an electronic symbol or process that is attached to, or logically associated with, a document and executed or adopted by a person with an intent to authenticate or adopt the document.

(c) Unless otherwise agreed between the sender and recipient, an electronic transmission shall be deemed delivered to a person for purposes of the DGCL and the Certificate of Incorporation and By-laws when it enters an information processing system that the person has designated for the purpose of receiving electronic transmissions of the type delivered, so long as the electronic transmission is in a form capable of being processed by that system and such person is able to retrieve the electronic transmission. An electronic transmission is delivered under this Section even if no person is aware of its receipt. Receipt of an electronic acknowledgement from an information processing system establishes that an electronic transmission was received but, by itself, does not establish that the content sent corresponds to the content received.

This provision shall not prohibit one or more persons from conducting a transaction in accordance with any electronic signature rules so long as the part or parts of the transaction that are governed by the DGCL are documented, signed and delivered in accordance with this Section or otherwise in accordance with the DGCL. This Section shall apply solely for purposes of determining whether an act or transaction has been documented, and the document has been signed and delivered, in accordance with the DGCL, the Certificate of Incorporation and these By-laws.

Section 12.6 Arbitration

Any dispute arising between a Member or Members and the Alliance, or between Members

relating to their membership in the Alliance or participation in Alliance activities, shall be determined by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, in San Jose, California, before a single arbitrator. The arbitrator shall have the authority to permit discovery, to the extent deemed appropriate by the arbitrator, upon request of a party. The arbitrator shall have no power or authority to add to or detract from the agreements of the parties, and the costs of the arbitration shall be borne equally. The arbitrator shall have the authority to grant any temporary, preliminary or injunctive relief in a form substantially similar to that which would otherwise be granted by a court of law. The arbitrator shall have no authority to award punitive damages. The resulting arbitration award may be enforced, or injunctive relief may be sought, in any court of competent jurisdiction. The parties expressly agree that the Superior Court of California, County of Contra Costa, and the federal court is the United States District Court for the Northern District of California are courts of competent jurisdiction for this purpose.

## ARTICLE XIII

## ANTITRUST COMPLIANCE

### Section 13.1 General

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

### Section 13.2 Availability of Intellectual Property

It is the good faith objective of the Alliance (i) to make all Intellectual Property available as soon as its development and adoption by the Alliance is complete on the same terms to all Members who have not participated in the development or determination of such Intellectual Property as well as to all those Members who have participated, (ii) to make all such Intellectual Property available at the same point in time to all Members, and (iii) to make all such Intellectual Property available to all non-Members on fair and reasonable terms and conditions.

### Section 13.3 No Obligation to Endorse

No Member shall, by reason of its Membership or participation in the Alliance or otherwise, be obligated to license from the Alliance, use or endorse any Intellectual Property (as defined in Section 2.5) developed or endorsed by the Alliance, or to conform any of its products to any standards or Specifications developed or adopted by the Alliance, nor shall any such Member be precluded from independently licensing, using or endorsing similar intellectual property, software, specifications or documentation developed by it or by others.

## ARTICLE XIV

## AMENDMENTS

Except where such power is expressly limited by law, the Certificate of Incorporation or these By-laws as to any specific action, these By-laws may be altered, amended or repealed, and new By-laws may be adopted, in each case by an affirmative majority vote of (i) the Board of Directors or (ii) the Voting Members then in good standing, at any annual meeting of the Voting Members or regular meeting of the Board of Directors or at any special meeting of the Voting Members or of the Board of Directors, provided, however, that in the case of a regular or special meeting of Voting Members, notice of such alteration, amendment, repeal or adoption of new By-laws shall be contained in the notice of such meeting.

Register of Amendments to the By-laws

| Date | Section Affected | Change |
|---|---|---|
| September 17, 2020 | 2.2(c) | Added new section |
| September 17, 2020 | 2.5 to 2.8 | Added reference to section 2.2(c) |
| September 17, 2020 | 2.10 | Renamed section “Related Companies”; changed “affiliates to “Related Parties” |
| July 15, 2021 | 2.5, 2.6, 2.8 | Additional member permissions |
| April 20, 2023 | 2.1, 2.2, 2.4 to 2.10, 4.2, 4.3 | Added membership classes and benefits; changed Board seat limits; clarification on Board term |
| October 8, 2025 | 1.2, 2.2, 2.5, 2.6, 2.10, 3.6, 3.11, 5.5, 12.3, 12.6 | Changed address, changed “Sub Groups” to “Working Groups”, eliminated proxies, added “Arbitration” section |
| July 1, 2026 | 2.14(d) | Addition of right to suspend or terminate a member in order to comply with applicable [e.g. export controls or sanctions] law |
| July 1, 2026 | 2.1, 2.5(a), 2.6(a), 4.2, 4.3(c) and (d), 4.5, 4.6(a) | “Manufacturer” class renamed to “Contributor” class; “Brander” class renamed to “Accelerator” class. Cross reference to Section 2.12 corrected to 2.13 |
| July 1, 2026 | 4.3(d) | Cross reference to Section 2.11 corrected to 2.14 |
| September 29, 2026 | 2.1, 2.2(a) and 2.8 | “Installer/Reseller” class renamed to “Dealer/Installer" class. Defined minimum membership requirements of microprocessor companies |