

BYLAWS

OF THE

Smart TV Alliance, Inc.

A Delaware Nonprofit Nonstock Corporation

Dated April 26, 2012

Amended February 19, 2014

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ARTICLE I.

NAME AND OFFICES

Section 1.1 Name.

This corporation shall be known as the Smart TV Alliance (hereinafter referred to as the “Alliance”).

Section 1.2 Principal office.

The principal office of the Alliance shall be located at 2400 Camino Ramon, Suite 375, San Ramon, County of Contra Costa, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.3 Other Offices.

The Alliance may also have offices at such other places, within or without of the State of California, 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 1.4 Nonprofit Status.

The Alliance shall be a nonprofit corporation and is not empowered to and shall not engage directly or indirectly in any activity, including distribution of its assets upon dissolution to any private individual, that would invalidate its status as an organization exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the “Code”), by virtue of being an organization described in section 501(c) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

ARTICLE II.

PURPOSE

The Alliance is a nonprofit nonstock corporation formed for purposes including, but not limited to:

- Defining one or more specifications, Software Development Kits (SDKs), best practices, reference architectures, implementation guidelines and standardized agreements to promote the availability of applications on Smart TVs;
- Providing a neutral forum to facilitate collaboration among members of the initiative and enable delivery of the solutions required;
- Driving the rapid adoption of delivered solutions by developers and users of related products and services;

- Educating the enterprise, media, and analyst and user communities on the value, benefits and applications for the alliance’s output;
- Creating and implementing uniform conformance test procedures and processes to promote interoperability;
- Maintaining relationships and liaisons with educational institutions, government research institutes, other technology consortia, and other third parties to enable their support and contribution to the work of the initiative; and
- Fostering competition in the marketplace and observing all applicable antitrust laws and regulations.

ARTICLE III.

DEFINITIONS

Section 3.1 “Affiliate” is defined in the IPR Policy.

Section 3.2 “Board Committee”

“Board Committee” shall mean a committee of directors created by the Board of Directors and delegated Board authority pursuant to Section 6.12.

Section 3.3 “Committee”

“Committee” shall mean a non-Board Committees created to perform general or special duties pertaining to the Alliance’s management, activities, or affairs, pursuant to Article VII.

Section 3.4 “Contribution” is defined in the IPR Policy.

Section 3.5 “Contributor Member”

“Contributor Member” shall mean all Members of the Alliance who so qualify in accordance with the provisions of Sections 4.1.2 and 4.2.

Section 3.6 “Director”

“Director” shall mean the Sponsoring Member’s representative appointed to the Board of Directors in accordance with Section 6.2.

Section 3.7 “**Draft Deliverable**” is defined in the IPR Policy.

Section 3.8 “**Draft Informational Document**” is defined in the IPR Policy.

Section 3.9 “**Draft Specification**” is defined in the IPR Policy.

Section 3.10 “**Draft Test Material**” is defined in the IPR Policy.

Section 3.11 “**Executive Advisor**”

“Executive Advisor” shall mean an employee or contractor of the Alliance whose duties and responsibilities are set forth in Section 9.10 below. The Executive Advisor shall be an individual who is not a member of the Board of Directors.

Section 3.12 “**Final Deliverable**” is defined in the IPR Policy.

Section 3.13 “**Final Informational Document**” is defined in the IPR Policy.

Section 3.14 “**Final Specification**” is defined in the IPR Policy.

Section 3.15 “**Final Test Material**” is defined in the IPR Policy.

Section 3.16 “**IPR Policy**”

“IPR Policy” shall mean the policy entitled “Smart TV Alliance Intellectual Property Rights Policy” as adopted by the Board of Directors, as it shall be amended from time to time in accordance with these Bylaws.

Section 3.17 “**Member**”

“Member” shall mean any Sponsoring Member, Contributor Member, and other Members who has qualified as a member in the relevant classification pursuant to the provisions of these Bylaws.

Section 3.18 “**Membership Agreement**”

“Membership Agreement” shall mean the applicable Sponsoring Member Membership Agreement, Contributor Member Membership Agreement, or Membership Agreement for other classes of Members, each as approved by the Board of Directors of the Alliance and applicable to the Member in the context of each use of that term herein.

Section 3.19 “**Officer**”

“Officer” shall mean a Sponsoring Member’s representative who has been elected to serve as an officer of the Alliance in accordance with Section 9.1.

Section 3.20 “Sponsor Member”

“Sponsor Member” shall mean all Members of the Alliance who so qualify in accordance with the provisions of Sections 4.1, 4.1.1, and 4.2.

Section 3.21 “Supermajority”

“Supermajority” shall mean an affirmative vote of two-thirds (2/3) or more of all of the Directors in office eligible to vote.

ARTICLE IV.

MEMBERS

All Members are required to abide by these Bylaws and to execute a Membership Agreement as a condition of becoming and remaining members of the Alliance.

Section 4.1 Classes of Members.

There shall be the following initial classes of Members: Sponsor Members and Contributor Members. The Board of Directors (referred to herein individually as “Directors”) may add or eliminate classes of Members at any time. Except as expressly provided in or authorized by the applicable Membership Agreement, the Articles of Incorporation, the Bylaws of this Alliance, or provisions of law, Members shall have the rights, privileges, restrictions, and conditions established by the Board of Directors in accordance with these Bylaws. Among the benefits generally to be afforded to all Members are the right to: participate in Work Groups in accordance with these Bylaws, use the Alliance logo, access the general Member portions of the Alliance’s website, attend meetings of the general Members of the Alliance, receive Member communications, and access Final Deliverables and other materials as may be approved by the Board of Directors. The benefits and privileges of each of the initial classes of Members are defined below:

Section 4.1.1 Sponsor Members.

The Alliance shall have a class of members called Sponsor Members. All Sponsor Members must execute a Sponsor Member Membership Agreement, in the form approved by the Board of Directors, and pay the fees called for therein for Sponsor Members. Following the execution of a Sponsor Member Membership Agreement and for so long as such agreement shall remain in effect, each Sponsor Member shall be entitled to all rights and bound by all obligations stated therein and, in addition, the Sponsor Members shall have the following rights:

- a. Subject to Section 4.3 and Section 6.5 below, the right to select a representative to serve as a candidate for the Board of Directors of the Alliance;
- b. The right to initiate Work Groups;
- c. The right to initiate Committees;

- d. The right to be listed (with a hyperlink to the Sponsor Member's website) as a Sponsor Member and have a profile on the Alliance's website;
- e. The right to participate in and chair Committees;
- f. The right to participate in and chair Work Groups;
- g. The right to be listed (with a hyperlink to the Sponsor Member's website) as a Sponsor Member and have a profile on the Alliance's website;
- h. The right to vote in Work Groups and in elections;
- i. Access to Draft Deliverables to the extent that Contributor Member participates in a Work Group in accordance with Section 7.3 or to the extent that a Draft Deliverable is distributed to Sponsor Members during a Review Period pursuant to Section 8.1;
- j. The right to certify Compliant Products (as defined in the IPR Policy) and participate in any logo or certification mark licensing program provided by the Alliance for the benefit of Members;
- k. The right to participate in press articles and interviews;
- l. Access to the Alliance's Members-only website;
- m. The right to participate in general meetings;
- n. The right to received Member communications; and
- o. Access to Final Deliverables.

In addition to the foregoing, the Board of Directors, in accordance with Section 6.10.8, may from time to time approve other benefits to which all Sponsor Members may be entitled.

Section 4.1.2 Contributor Members.

The Alliance shall have a class of members called Contributor Members. All Contributor Members must execute a Contributor Member Membership Agreement, in a form approved by the Board of Directors, and pay the fees called for therein for Contributor Members. Following execution of a Contributor Member Membership Agreement and for so long as such agreement shall remain in effect, all Contributor Members shall be entitled to all rights and bound by all obligations stated therein. Contributor Members shall have additional rights and privileges as defined by the Board of Directors.

Section 4.1.3 Additional Member Classes

The Board of the Directions shall have the right to create additional membership classes with rights and privileges as defined by the Board of Directors.

Section 4.2 Membership Qualifications.

The qualifications for membership in the Alliance are as follows: (i) the applicant must be a business entity or other legal entity competent to be bound by these Bylaws and all other

agreements and undertakings required for membership in the Alliance; (ii) the applicant must be supportive of the Alliance's purposes, as acknowledged and agreed to in the applicable Membership Agreement; (iii) the applicant must not otherwise be prohibited by treaty, law, or regulation from abiding in any material respect by the terms of these Bylaws; and (iv) the applicant must pay the then-current annual dues applicable to the relevant Member classification upon admission as a Member and remain current on such dues thereafter. Except for the foregoing requirements and the other express requirements set forth in these Bylaws, there will be no other requirements for admission of any Member to the Alliance. Without limitation of the immediately preceding sentence, there shall be no requirement of approval by the Board of Directors or by the existing Members or any class thereof in connection with the admission of any new Member, except as expressly set forth in Article 4 of these Bylaws.

Section 4.3 Admission Of Sponsor Members.

Subject to Section 4.2, Sponsor Members may be admitted by the incorporator prior to the first organizational meeting of the Alliance (such Sponsor Members hereinafter referred to as the "Founding Members"). An applicant other than a Founding Member qualified under Section 4.2 above and applying for membership as a Sponsor Member shall be admitted to membership as a Sponsor Member if:

- a. such applicant's membership as a Sponsor Member has been approved by the affirmative vote of a Supermajority when the number of Directors is greater than four or the Directors by unanimous consent when the number of Directors is less than five;
- b. such applicant has executed a Sponsor Member Membership Agreement; and
- c. payment has been made by such applicant of the applicable annual dues as specified in the Sponsor Member Membership Agreement.

Section 4.4 Admission of Other Members

Subject to Section 4.2, an applicant applying for membership as a Contributor Member shall be admitted to membership as a Contributor Member if:

- a. such applicant has executed a Contributor Member Membership Agreement; and
- b. payment has been made by such applicant of the applicable annual dues as specified in the Contributor Member Membership Agreement.

Section 4.5 Fees and Dues.

The annual dues payable to the Alliance by each class of Members shall be established and may be changed from time to time, by class and on a prospective basis, by the Board of Directors in accordance with these Bylaws. Initial dues shall be due and payable upon execution of a Membership Agreement according to terms defined in the applicable Membership Agreement. In addition to the termination provisions of Section 4.10.1, any Member that is delinquent in the

payment of any dues shall be deemed suspended upon written notice from the Alliance until all delinquent dues are paid.

Section 4.6 Number of Members.

There is no limit on the number of Members of any class the Alliance may admit.

Section 4.7 Membership Roll.

The Alliance shall keep a membership roll containing the name and address of each Member, the date upon which the applicant became a Member, and the name and contact information of one (1) individual from each Member organization who shall: serve as a primary contact for the Alliance, receive all correspondence, notices and information, distribute such correspondence, notices and 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 Member. Such roll shall be kept at the Alliance's principal office. Membership in the Alliance is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties. The Alliance shall use addresses and other contact information provided by Members on their Membership Agreements. If the address or other contact information of a Member changes, it shall be the responsibility of the Member to provide the Alliance with updated information.

Section 4.8 Nonliability of Members.

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

The Alliance may levy dues, assessments or fees upon its Members, but a Member upon notice of any such dues, assessments, or fees may avoid liability therefor by promptly resigning from Membership, except where the Member is, by contract or otherwise, liable for such dues, assessments or fees. No provision of the Articles or Bylaws of the Alliance authorizing such dues, assessments or fees shall, of itself, create such liability.

Section 4.9 Nontransferability of Membership.

Subject to Section 4.10.4, no Member shall be permitted to assign its Membership Agreement unless authorized in advance by the Board of Directors and any purported assignment without such written authorization shall be null and void *ab initio*. For purposes of this Section 4.9, an "assignment" shall be deemed to include any transfer by operation of law, such as to a successor in interest in connection with a merger, unless the Member involved in such transfer is the surviving entity following such transfer.

Section 4.10 Termination of Membership.

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

Section 4.10.1 Failure to Renew Membership.

Upon a failure to initiate or renew membership by paying any required dues on or before their due date (as set forth in the applicable Membership Agreement), such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the Executive Advisor or Secretary of the Alliance. 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 from the Alliance.

Section 4.10.2 Resignation.

Upon fifteen (15) days written notice from the Member. For clarity, the effective date of withdrawal is the date of notice and the effective date of termination is fifteen (15) days from the date of withdrawal.

Section 4.10.3 Violation of Polices or Duties of Membership.

A Sponsor Member may be expelled from the Alliance in accordance with Section 6.10.8 when such Disinterested Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated any material provision of these Bylaws, the Member's Membership Agreement, or other policies and procedures duly approved by the Board of Directors, including the requirements for Membership as stated in Section 4.2 and failed to cure such violation.

Members who are not Sponsor Members may be expelled from the Alliance in accordance with Section 6.10.8 when such Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated any material provision of these Bylaws, the Member's Membership Agreement, or other policies and procedures duly approved by the Board of Directors, including the requirements for Membership as stated in Section 4.2 and failed to cure such violation.

For purposes of this Section 4.10.3, a "Disinterested Director" is a Director who is not employed by the Member subject to the vote for termination.

Section 4.10.4 Member's Dissolution, Acquisition or Merger.

A Member's membership shall automatically and without requirement of action by the Alliance terminate in the event that a Member (i) merges with a non-Member (unless the Member is the surviving entity following such merger), (ii) is acquired by a non-Member, and such Member is dissolved or otherwise ceases to exist as a separate entity as a result of or following the merger or acquisition, or (iii) for any other reason such Member dissolves. 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. Members must notify the Alliance as to which party will continue as a Member within five (5) days of the acquisition or merger.

Section 4.11 Rights of Membership.

Except as otherwise provided in these Bylaws or any other agreement or document of the Alliance, all rights of a Member in the Alliance shall cease on termination of membership. No Member shall receive any refund of dues already paid for the current dues period upon termination.

Section 4.12 Distribution of Assets Upon Dissolution.

Upon a dissolution of this Alliance, and after all of the known debts and liabilities of this Alliance have been paid or adequately provided for in accordance with applicable state and federal corporate laws, any remaining net assets of the Alliance shall be distributed by the Board of Directors to one or more organizations selected by the Board of Directors that will help to further the purposes of the Alliance. No part of the Alliance's net earnings will inure to the benefit of any Member, Director, Officer or private person. Any such plan of distribution will be conducted in accordance with the Alliance's tax status under United States Internal Revenue Code Section 501(c) (6).

ARTICLE V.

MEETING OF MEMBERS

Section 5.1 Annual Meeting of the Members.

An annual meeting of the Members shall be held on such day and at such hour as may be announced by the Board of Directors.

Section 5.2 Special Meeting of the Members.

Special meetings of the Members may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by petition of at least fifty percent (50%) of the Members for any purpose set forth in these Bylaws consistent with Article II.

Within twenty (20) days after receipt of a request by any person or persons entitled to call a special meeting of the Members, notice shall be given that the special meeting will be held at a time chosen by the Board of Directors.

Section 5.3 Notice of Meetings

(a) Written notice of each annual or special meeting of the Members shall be given not less than ten (10) days before the date of the meeting. Such notice shall be given either personally or by mail or other means of written communication (including electronic means), addressed or delivered to each such Member at the address of such Member appearing on the books of the Alliance or given by the Member to the Alliance for the purpose of such notice. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication (including electronic means).

(b) All such notices shall state the place, the date, and the hour of such meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, and shall state such matters, if any, as may be expressly required by the Delaware General Corporation Law. Such notice shall describe the purpose of the meeting and shall identify a readily available source for further information, if appropriate. A proposed agenda of items to be considered shall be distributed prior to the meeting.

(c) The Secretary shall cause notice to be given, or any other Officer, or by those persons calling the meeting.

Section 5.4 Adjournment of Meetings.

Any annual or special meeting of the Members, whether or not a quorum is present, may be adjourned by a vote of the majority of the Members present.

Section 5.5 Voting.

Members shall have the right to vote on any decision that is reserved to Members by the Delaware General Corporation Laws or those additional decisions that may be authorized by the Board of Directors in accordance with these Bylaws.

Section 5.6 Quorum.

A majority of the Members shall constitute a quorum.

ARTICLE VI.

BOARD OF DIRECTORS

Section 6.1 Powers.

Subject to the limitations of the Articles of Incorporation, of these Bylaws, and of the Delaware General Corporation Law and subject to the duties of Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Alliance shall be controlled by, the Board of Directors. The Board of Directors shall have the power to (i) select and remove all Officers, agents, employees, and contractors, and to fix reasonable compensation thereof; (ii) to authorize and empower Officers or agents to enter into contracts and other commitments on behalf of this Alliance; (iii) to create Board Committees; (iv) to create Committees and Work Groups; and (v) appoint and delegate responsibilities and authority to such Board Committees, Committees, Work Groups, Officers, and agents.

Section 6.2 Qualification; Appointment; Term.

Section 6.2.1 Qualification.

Directors must be employees of Founding or Sponsor Members. No Founding or Sponsor Member may have more than one (1) representative to the Board of Directors. For

purposes of these Bylaws, a Member and its Affiliates shall together be deemed to be one (1) Member.

Section 6.2.2 Initial Appointment.

Subject to Section 6.3, the initial Board of Directors shall be appointed by the incorporator and shall consist of one representative of each of the entities that executes a Sponsor Member Membership Agreement on or prior to the date of the organizational meeting of the Alliance.

Section 6.3 Composition and Size of the Board of Directors.

The Board of Directors shall consist of a minimum of two (2) Directors and a maximum of nine (9) Directors. The maximum number may be increased by the Board of Directors in accordance with these Bylaws. A set number of directors equal to the number of Founding Members shall serve by designation under the rules of Section 6.4. The remaining Directors shall be elected pursuant to Section 6.5. The provisions of this Section 6.3 may not be amended except upon the written consent of each of the Founding Members.

Section 6.4 Founding Member Representatives

Each of the Founding Members shall designate one (1) Director to serve on the Board of Directors. These Directors must be employees, officers, directors, or consultants of each of the respective Founding Members or an Affiliate thereof. Each such Founding Member shall have the option to remove the Director it has designated and replace such Director at any time, with or without cause. No other entity or entities, including the Board of Directors, shall have any right to remove a Director designated pursuant to this Section 6.4, unless such removal is for cause pursuant to Section 6.7; in the event of a removal pursuant to Section 6.7 the respective Member shall designate a different Director. The provisions of this Section 6.4 may not be amended except upon the written consent of each of the Founding Members.

Section 6.5 Election, Term of Office, and Qualifications

The Directors elected to the Board of Directors per this Section 6.5 shall be known as “Elected Directors.”

Section 6.5.1 Candidates

Members that join the Alliance as a Sponsor Member shall have the right to appoint a candidate for election to be a representative to serve on the Board of Directors, as long as such Sponsor Member participates in the Alliance pursuant to the rules of applicable law, these Bylaws and the Articles of Incorporation.

Section 6.5.2 Election

The Directors shall be elected at an annual meeting of Sponsor Members, by written ballot, electronic ballot or in some other manner authorized by the Nonprofit Corporation

Law (other than those designated pursuant to Section 6.4, which shall be designated pursuant to the provisions of such Section 6.4).

Section 6.5.3 Terms

The terms of the elected Directors shall be two (2) years or until such Director's successor is elected and qualified.

Section 6.5.4 Replacing

A Sponsor Member, by providing written notice to the Board of Directors, may replace an individual elected to the Board of Directors at any time with another designated representative of the Sponsor Member.

Section 6.6 Vacancies; Resignations.

Vacancies on the Board of Directors shall exist: (1) whenever an individual serving as a representative to the Board of Directors resigns from the Board of Directors; (2) 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; (3) whenever a Sponsor Member replaces an individual elected to the Board of Directors with another designated representative of the Sponsor Member; (4) wherever a Director is removed from the Board of Directors in accordance with these Bylaws; (5) whenever the size of the Board of Directors is increased in accordance with these Bylaws; or (6) upon the death or incapacity of a Director.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary, the Executive Advisor, or the Board of Directors.

The Member employing the resigning, terminated, deceased, incapacitated, or removed Director shall replace that Director with another employee or representative by providing the Secretary or Executive Advisor with written notice of the same within thirty (30) days after the effective date of the Director's resignation, expiration, termination, death, incapacity, or removal., and the Board of Directors shall appoint the designated representative to the Board of Directors. In the event that the size of the Board of Directors is increased to add a director designated by a new Sponsor Member, the Board of Directors shall appoint the designated representative to the Board of Directors. The Board of Directors may not otherwise fill a vacancy existing under this section. Except as otherwise herein provided, a Director shall be ineligible to serve as a Director and such person's term of office shall immediately cease if the Director's employment with the Member is for any reason terminated. A person appointed to fill a vacancy on the Board of Directors shall hold office until his or her death, resignation, removal from office, his or her employment with the Founding or Sponsor Member is terminated, the Member employing such Director terminates its membership or its membership is terminated in accordance with these Bylaws.

Section 6.7 Removal with Cause.

The Board of Directors may declare vacant, in accordance with Section 6.10.8, the office of any Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or, in case the Corporation is holding assets in charitable trust, been found by a final order or judgment to have breached any duty arising as a result of Section 7238 of the Nonprofit Corporation Law. A Director may also be removed with cause at any time by the Member who employs such director

Section 6.8 Removal without Cause

Any one or more of the Elected Directors may be removed without cause at any time by action of the Board of Directors in accordance with Section 6.10.8, provided that written notice of such removal is given to any Director so removed. A Director may also be removed without cause at any time by the Member who employs such director.

Section 6.9 Chairman of the Board.

The Chairman of the Board presides at all meetings of the Board of Directors, and is a voting member of the Board. The Chairman shall be the General Manager and the Chief Executive Officer of the Alliance and shall have general responsibility for the supervision, direction, and control of the business and affairs of the Alliance. The Chairman shall also exercise and perform such other powers and duties as may be designated from time to time by the Board of Directors. The Chairman may delegate general responsibility for the supervision, direction, and control of the business and affairs of the Alliance to the Executive Advisor provided that the Chairman appropriately supervises the Executive Advisor in his or her exercise of such duties. The Chairman serves as an ex officio voting member of all Board Committees. The Board of Directors shall elect the Chairman from among the Sponsor Member Directors for a period of one (1) year commencing with the first meeting of the Board of Directors. Except as set forth elsewhere in these Bylaws, any removal of a Sponsor Member's Director from the Chairman position does not limit the Director's rights as a member of the Board of Directors.

Section 6.10 Meetings.

Section 6.10.1 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, by audio, or videoconferencing techniques, or any other means or combinations thereof permitted under the Delaware General Corporation Law.

Section 6.10.2 Regular Meetings.

Regular meetings of the Board of Directors shall be held prior to the Annual Meeting of the Members. In addition, the Board of Directors shall have a minimum of three (3) additional regular meetings annually. The Board of Directors shall specify the time and place for the holding of regular meetings of the Board of Directors.

Section 6.10.3 Special Meetings.

Special meetings of the Board of Directors may be called by any one-third (1/3) of the then-current Board of Directors, or, by any person or persons specifically authorized under the Delaware General Corporation Law to call special meetings of the Board of Directors.

Section 6.10.4 Notice of Special Meetings.

The Executive Advisor or Secretary shall give at least ten (10) days prior notice of special meeting to each Director. Such notice need not specify the purpose of the meeting. Notice shall not be necessary if appropriate waivers, consents, or approvals are filed in accordance with Section 6.10.5 of these Bylaws. The primary means for the provision of notice shall be via electronic mail to each Director at the electronic mail address as it appears on the records of the Alliance, 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 Alliance, 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 the Delaware General Corporation Law, as it may be amended from time to time.

Section 6.10.5 Consent to Meetings.

The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum is present and if either before or after the meeting each Director not present (i) signs a written waiver of notice, or (ii) signs a consent to the holding of such meeting, or (iii) approves the minutes thereof. Each Director who attends the meeting without protesting, prior thereto or at its commencement shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents, or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 6.10.6 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 6.10.7 Telephone or Videoconference Meetings.

Directors may participate in a meeting through use of conference telephone and/or videoconference or similar communications equipment, so long as all Directors and others participating in such meeting can hear and identify one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

Section 6.10.8 Quorum and Voting.

The number of Directors required for a quorum depends on the number of Directors in office as specified in the table below, except to adjourn as hereinafter provided.

Number of Directors in Office	Number of Directors Required for Quorum*
2	2
3	2
4	3
5	4
6	4
7	5
8	5
9	6

*except to adjourn

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation, these Bylaws, or the Delaware General Corporation Law specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 6.10.10 of these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

The table below sets forth categories of acts or decisions and the number of affirmative votes required for the decision to be regarded as an act of the Board of Directors.

Matter to be Voted On	Number of Affirmative Votes Required
Amendment to the definition of Scope or Necessary Claims in the IPR Policy	Unanimous for board size < 5. Otherwise all eligible Directors minus one.
Changing the Corporation’s Purpose	
Admission of New Board Members	
Approving Final Deliverables	

Removal of Director (in accordance with Section 6.7 or Section 6.8) or Removal of Sponsor Member (in accordance with Section 4.10.3)	Unanimous (of Disinterested Directors) for board size < 5. Otherwise all Disinterested Directors minus one
Amendment to Articles of Incorporation, Bylaws, Membership Agreements or IPR Policy (except for amendments to the definition of Scope or Necessary Claims in the IPR Policy)	Unanimous for board size < 5. Otherwise Supermajority of Board
Dissolution or merger of the Alliance, or transfer of all or substantially all of the Alliance's assets	
Election or Removal of Officers	Supermajority of Disinterested Directors
Removal of Contributor or and other non-Sponsor Members (in accordance with Section 4.10.3)	Supermajority of Disinterested Directors
Approval of new or revised Committee /Work Group Charters	Supermajority of Board
Addition or removal of additional classes of Members.	Supermajority of Board
Increasing the maximum number of Directors	Supermajority of Board
Define rights and privileges for Contributor and other non-Sponsor Members	Supermajority of Board
Issue general Alliance press releases	Supermajority of Board
General Business Matters – Budgets, Agents, Contracts, Insurance etc.	Majority (of those in attendance)

Section 6.10.9 Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

Section 6.10.10 Conduct of Meetings.

Meetings of the Board of Directors shall be presided over by the Chairman of the Board, or in his or her absence, by an acting Chairman chosen by a majority of the Directors present at that meeting. The Secretary shall act as secretary of all meetings of the Board of Directors, 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 of Directors, 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 Board of Directors will model its procedures and actions on *Robert's Rules of*

Order, although the Board shall not be required to adopt *Robert's Rules of Order* in its entirety or any part thereof.

Section 6.11 Compensation.

Directors shall serve without compensation by the Alliance.

Section 6.12 Standard of Conduct.

A Director shall perform the duties of a Director, including duties as a member of any Board Committee of the Board of Directors upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Alliance and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more Officers or employees of this Alliance whom the Director believes to be reliable and competent in the matters presented; or
- b. Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or
- c. A Board Committee upon which the Director does not serve, as to matters within the Board Committee's designated authority, which Board Committee the Director believes to merit confidence; provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 6.13 Self-Dealing Transactions.

As used in this section, a "self-dealing contract" is any contract or transaction (i) between this Alliance and one or more of its Directors, or between this Alliance and any corporation, firm, or association in which one or more of the Directors or, to the best of each respective Director's knowledge at the time the contract or transaction is proposed, or thereafter, one or more members is employed or has a material financial interest, or (ii) between this Alliance and a corporation, firm, or association of which one or more of its Directors or employees or consultants are Directors of this Alliance (collectively, "Interested Director(s)"). Pursuant to the Delaware General Corporation Law, no self-dealing contract or other action shall be void or voidable because such Interested Director(s) or corporation, firm, or association is a party or because such Interested Director(s) are present at the meeting of the Board of Directors or Board Committee which authorizes, approves, or ratifies the self-dealing contract or action, if:

- a. Board of Directors or Board Committee Approval. The material facts as to the Interested Director's relationship or interest and as to the self-dealing contract or action are disclosed or are known to the Board of Directors or Board Committee,

and the Board of Directors or Board Committee in good faith authorizes the self-dealing contract or action by the affirmative votes of two-thirds (2/3) of the Disinterested Directors, even though the Disinterested Directors be less than a quorum; or

- b. The self-dealing contract or action is fair as to the Alliance as of the time it is authorized, approved, or ratified, by the Board of Directors or Board Committee.

Section 6.14 Advances for Expenses.

To the extent a Director or Officer of the Alliance is a party to an action, suit, or proceeding as a result of such Director or Officer's service to the Alliance, the Alliance shall pay for or reimburse the reasonable expenses incurred by such Director or Officer in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by the Delaware General Corporation Law, as it exists on the date hereof or is hereafter amended.

Section 6.15 Committees of Directors.

The Board of Directors may create such other Board Committees of Directors, each consisting of two (2) or more Directors appointed by the Board, as it 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 Committee by the Board of Directors, subject to the limitations contained in the Delaware General Corporation Law, or imposed by the Articles of Incorporation or by these Bylaws. The Board of Directors may designate one or more Directors as alternate members of any Board Committee, who may replace any absent member at any meeting of the Board Committee.

ARTICLE VII.

COMMITTEES AND WORK GROUPS

Section 7.1 Committees of the Alliance.

The Board of Directors may create (or disband) Committees composed of non-Directors or of Directors and non-Directors, as the Board of Directors deems advisable, to perform such general or special duties pertaining to the Alliance's management, activities, or affairs, provided that the activities and affairs of the Alliance shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board of Directors and provided further that Committees appointed pursuant to this Section 7.1 shall not have the authority of the Board of Directors.

Prior to forming a new Committee, the Board of Directors shall approve a Committee charter specifying any Deliverables to be developed by the Committee, the timeframe for development of such Deliverables, the composition and leadership of the Committee, the procedures under which the Committee is to operate, and other requirements to which the Committee must adhere.

The Board of Directors shall form the following Committees:

Section 7.1.1 Technical Steering Committee

The Technical Steering Committee shall be made up of Sponsor Member and other Member representatives as allowed by the Board of Directors. The Technical Steering Committee shall be responsible for, among other things: (i) gathering, defining, and prioritizing requirements for Deliverables; (ii) creating a working plan to accomplish the technical objectives of the Alliance; (iii) approving creation and charter of Work Groups; (iv) reviewing and approving output of Work Groups; (v) confirming that all contributions follow the Alliance IPR Policy; and (vi) providing guidance to the Certification and Marketing Steering Committees as required.

Section 7.1.2 Certification Steering Committee

The Certification Steering Committee shall be made up of Sponsor Member and other Member representatives as allowed by the Board of Directors. The Certification Steering Committee shall be responsible for, among other things: (i) ascertaining market requirements and best practices for Alliance certification activities; (ii) establishing and validating testing procedures for Final Specifications; and (iii) managing an Alliance logo licensing program.

Section 7.1.3 Marketing Steering Committee

The Marketing Steering Committee shall be made up of Sponsor Member and other Member representatives as allowed by the Board of Directors. The Marketing Steering Committee shall be responsible for, among other things: (i) developing an Alliance marketing plan; (ii) driving education, outreach, and awareness programs; (iii) defining and promoting Alliance positioning; and (vi) managing communication to Members and non-Members.

Section 7.2 Removal of Committee Chairman.

Any Committee chairman may be removed by the Board of Directors.

Section 7.3 Work Groups.

The Board of Directors may create (or disband) Work Groups composed of non-Directors or of Directors and non-Directors, as the Board of Directors deems advisable, to perform such general or special duties of any Committee formed under Section 7.1, provided that the activities and affairs of the Alliance's shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board of Directors and provided further that Work Groups formed pursuant to this Section 7.3 shall not have the authority of the Board of Directors.

The relevant Committee shall prepare a charter for any Work Group to be formed for the purpose of carrying out any duties of such Committee. The charter shall specify any Deliverables to be developed by the Work Group, the timeframe for development of such

Deliverables, the composition and leadership of the Work Group, the procedures under which the Work Group is to operate, and other requirements to which the Work Group must adhere. The Board of Directors must approve a Work Group before forming a new Work Group. The relevant Committee may propose modifications to a Work Group charter that shall become effective upon approval by the Board of Directors.

Participation in any Work Group shall be open to representatives of Sponsor Members and other Members as approved by the Board of Directors. A representative appointed by a Sponsor Member or other Members shall have the right to vote on any matters brought before a Work Group in which such representative has been appointed to participate, subject to the rights of that Member as defined by the Board of Directors, any operating procedures applicable to the Work Group, and in accordance with the Work Group charter.

Section 7.4 Mailing List of Work Groups.

Each Work Group member will provide a working email address to be archived on the Work Group mailing list for formal group communication (e.g., for meeting announcements and minutes, documentation of decisions, and objections to decisions). It is the responsibility of the chair of the Work Group to ensure that new Member representatives are subscribed to all relevant mailing lists.

Section 7.5 Task Force of Work Groups.

The chair of a Work Group may form task forces (composed of Work Group Member representatives) to carry out assignments for the Work Group. The scope of these assignments will not exceed the scope of the Work Group's charter. Each Work Group will document the process it uses to create its task force.

Section 7.6 Committee and Work Group Compensation.

Committee and Work Group Member representatives shall serve without compensation. Each Member shall bear its own costs and expenses related to its participation in Committee, Work Group, or other Alliance meetings.

Section 7.7 Deliverables.

The Deliverables created by the Committees and Work Group will be owned by the Alliance and are subject to the restrictions and rights set forth in the IPR Policy.

Section 7.8 Membership in More than One Work Group.

Member representatives may serve in an unlimited number of Work Groups, assuming such Member meets the qualifications for such Work Groups.

Section 7.9 Meetings of Committees and Work Groups.

Each Committee and Work Group shall establish its own rules of procedure for meetings consistent with these Bylaws and its charter. Any meetings may be held by audio or video

conferencing equipment so long as all Member representatives in the meeting can hear one another. All Member representatives participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. Each Committee and Work Group shall have a secretary (or appointee) keep minutes and provide such documents to the Secretary of the Alliance.

ARTICLE VIII.

PROCEDURES FOR ADOPTION OF THE WORK GROUP DELIVERABLES

Section 8.1 Final Specifications Procedures.

The following procedures are for accepting and adopting Draft Specifications developed by Working Groups as Final Specifications:

- a. The applicable Work Group shall vote that the Draft Specification is complete in accordance with the Work Group's charter. The Draft Specification will be submitted to the relevant Committee. The relevant Committee shall vote to approve the Draft Specification within sixty (60) days of its receipt of the Draft Specification in accordance with the Committee's charter. If the Draft Specification is not approved, in total, the Committee will return the Draft Specification to the applicable Work Group with feedback, proposed revisions, or suggestions. Once the Draft Specification is approved by the relevant Committee, the Draft Specification will be submitted to the Board of Directors.
- b. Once the Draft Specification is submitted to the Board of Directors, the Secretary or Executive Advisor shall notify Members in accordance with the IPR Policy that the IPR Review Period has commenced. An IPR Review Period may be commenced more than once in accordance with the IPR Policy.
- c. Upon completion of an IPR Review Period, the Board of Directors may vote to approve the Draft Specification. If the Draft Specification is approved, by the Board of Directors, it shall be deemed a Final Specification. If the Draft Specification is not approved, in total, it shall either (within the sole discretion of the Board of Directors) be rejected completely or will be returned to the Committee with feedback, proposed revisions, or suggestions and the processes set forth in this Section 9.1 shall be repeated.

Section 8.2 Final Informational Document and Final test Material Procedures.

The following procedures are for accepting and adopting Draft Informational Documents and Draft Test materials as Final Informational Documents and Final Test Materials, respectively:

- a. The applicable Work Group shall vote that the Draft Informational Document or Draft Test Material is complete in accordance with the Work Group charter. The Draft Informational Document or Draft Test Material will be submitted to the relevant Committee. The relevant Committee will vote to approve the Draft Informational Document or Draft Test Material within sixty (60) days of its

receipt of the Draft Informational Document or Draft Test material in accordance with the Committee's charter. If the Draft Informational Document or Draft Test Material is not approved, in total, the Committee will return the Draft Informational Document or Draft Test material to the applicable Work Group with feedback, proposed revisions, or suggestions. Once the Draft Informational Document or Draft Test Material is approved by the relevant Committee the Draft Informational Document or Draft Test Material will be submitted to the Board of Directors.

- b. The Board of Directors shall vote to approve the Draft Informational Document or Draft Test Material within sixty (60) days of its receipt of the Draft Informational Document or Draft Test Material. If the Draft Informational Document or Draft Test Material is approved, by the Board of Directors, it shall be deemed a Final Informational Document or Final Test Material, respectively. If the Draft Informational Document or Draft Test material is not approved, in total, it shall either (within the sole discretion of the Board of Directors) be rejected completely or will returned to the relevant Committee and subsequently the applicable Work Group with feedback, proposed revisions, or suggestions and the processes set forth in this Section 9.2 shall be repeated.

ARTICLE IX.

OFFICERS

Section 9.1 Officers.

The Officers of the Alliance shall include a Chairman of the Board, President, Vice President, Treasurer, and Secretary. The Alliance may have additional Vice Presidents and such other Officers with such titles as may be determined from time to time by the Board of Directors. All Officers shall be an employee representative of a Sponsor Member. One person may hold two or more offices except no single individual may authorize an act of the Alliance that requires the approval of two or more Officers.

Section 9.2 Election and Term.

Except as provided in Sections 9.3 and 9.4, the Officers of the Alliance shall be elected by the Board of Directors in accordance with this Section, and each Officer shall hold his or her office for a term of one (1) year, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified. The Board of Directors shall elect each Officer (except for the Chairman of the Board appointed in the manner set forth in Section 6.9) from among the Sponsor Member Directors for a period of one (1) year commencing with the first meeting of the Board of Directors. Except as set forth elsewhere in these Bylaws, any removal of a Sponsor Member's Director from an Officer position does not limit the Director's rights as a member of the Board of Directors.

Section 9.3 Removal and Resignation.

Section 9.3.1 Removal.

Any Officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting.

Section 9.3.2 Resignation.

Any Officer may resign at any time by giving written notice to the Board of Directors, or to any Officer of this Alliance. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Alliance under any contract to which the Officer is a party.

Section 9.4 Vacancies.

A vacancy in any Officer position because of death, resignation, removal, disqualification, or any other cause shall be filled as soon as possible but no less than thirty (30) days in the manner prescribed in the Bylaws for regular appointments to such Officer position.

Section 9.5 President.

The President shall have such other powers and duties as may be designated from time to time by the Board of Directors. In the Chairman's absence, the President shall preside at all meetings of the Members.

Section 9.6 Vice-President.

In the absence of a 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.

Section 9.7 Treasurer.

The Treasurer shall oversee the financial and accounting matters of the Alliance with respect to the receipt, deposit, and expenditure of funds. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Treasurer may delegate such duties to the Executive Advisor provided that the Treasurer appropriately supervises the Executive Advisor in his or her exercise of such duties.

Section 9.8 Secretary.

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of the Alliance and affix it to such papers and instruments as

may be required in the regular course of business, shall make service of such notices as may be necessary or proper, and shall supervise the keeping of the records of this Alliance. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Secretary may delegate such duties to the Executive Advisor provided that the Secretary appropriately supervises the Executive Advisor in his or her exercise of such duties.

Section 9.9 Compensation.

Officers shall serve without compensation by the Alliance.

Section 9.10 Executive Advisor.

The Executive Advisor is not an Officer of the Alliance and does not serve as a voting representative of the Board of Directors. Upon approval by the Board of Directors, the Executive Advisor may attend any Board of Directors, Committee, or Work Group meeting. The Officers and the Board of Directors may delegate any of their respective duties to the Executive Advisor, including but not limited to:

- a. scheduling and setting up meetings;
- b. facilitating communication between Members, including providing timely notices of meetings;
- c. acting as the liaison to other consortia or associations with which the Alliance may choose to associate as instructed by the Board of Directors;
- d. providing Members with timely minutes, summaries, and other reports with respect to the activities of the Alliance as may be prepared by the Secretary or the Executive Advisor;
- e. receiving and processing Membership Agreements, creating and updating lists of Members, and executing Membership Agreements on behalf of the Alliance;
- f. archiving and holding Draft Deliverables; and
- g. performing all duties incident to the office of Executive Advisor 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 Advisor may engage third parties to undertake the activities described in this Section 9.10, provided that the Executive Advisor enters into appropriate contracts protective of the Alliance, and ensures compliance with terms and conditions of these Bylaws including confidentiality obligations. For clarity, the Executive Advisor shall not enter into any contract on behalf of the Alliance unless such contract has been approved by the Board of Directors and the Executive Advisor has been delegated the responsibility of executing such contract by the appropriate Officer or Board of Directors.

ARTICLE X.

BOOKS AND RECORDS

Section 10.1 Books and Records.

The Alliance shall keep adequate and correct books and records of accounts; minutes of the proceedings of 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 10.2 Inspection of Corporate Records by Members.

The books of account and minutes of the proceedings of the Board of Directors, and of any Board Committees, shall be open to inspection at the principal office of this Alliance by each Member at any reasonable time upon the written demand of any Member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Member's expense.

Section 10.3 Record Date.

- a. The Board of Directors may fix, in advance, a time in the future as the record date for the determination of Members entitled to notice of any meeting, to vote, to cast written ballot, or to exercise any rights in respect of any other lawful action. Said record date shall not be more than sixty (60) days prior to the date of such vote, ballot, or other exercise of rights, except that the record date for notice of a meeting shall not be more than sixty (60) nor less than ten (10) days prior to the meeting date.
- b. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.
- c. If no record date is fixed by the Board of Directors, the record date shall be fixed in accordance with the Delaware General Corporation Law.

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 to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Alliance and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent, or employee shall have any power or authority to bind this Alliance by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 11.3 Corporate Loans, Guarantees, and Advances.

This Alliance shall not make any advances or make any loan of money or property to or guarantee the obligation of any Director or Officer, except as is expressly allowed under the Delaware General Corporation Law.

Section 11.4 Checks, Drafts, Etc.

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to this Alliance and any and all securities owned by or held by this Alliance requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 11.5 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 depositaries as the Board of Directors may select or as may be selected by an Officer, employee, or agent of the Alliance to whom such power may from time to time be delegated by the Board of Directors.

ARTICLE XII.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 12.1 Indemnification by the Alliance.

- a. For the purposes of this Article XIII, “agent” means any person who is or was a Director or Officer of the Alliance, or is or was serving at the request of the Alliance; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification.
- b. The Alliance shall, to the fullest extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was an agent of the Alliance, against expenses, judgments, fines, settlements, and other amount actually and reasonable incurred in connection with such proceeding.

- c. In the event entitlement to indemnification is required by law to be based upon a determination by the Board of Directors or the Members that the agent has met the standards of conduct prescribed by law, the agent may select which body shall, or that both bodies shall, make such determination, on the issue within a reasonable period of time after request for such body to meet is received by the Alliance from the agent.

Section 12.2 Exclusivity and Survival.

The indemnification provided by these Bylaws shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote of Disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 12.3 Insurance.

The Alliance will purchase and maintain appropriate insurance policies as the Board of Directors shall, in its discretion approve, on behalf of any person who is or was an 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.

Section 12.4 Expenses.

Expenses incurred in defending a proceeding shall be paid by the Alliance in advance of the final disposition of such proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Alliance as authorized in this Section.

ARTICLE XIII.

COMPLIANCE WITH ANTITRUST LAWS

Section 13.1 Laws.

The purpose of the Alliance is set forth in Article II. The Alliance is intended to foster competition in the marketplace and will in no event become involved in the competitive business decisions of its Members, nor will it take or sanction the taking of any action that would have the intent or effect of restraining competition among and between such Members or otherwise contravene applicable antitrust and competition law. Accordingly, each of the Members of the Alliance hereby assumes responsibility to provide appropriate legal counsel to its representatives participating in any activity of the Alliance, including any meeting of the Alliance, Board of Directors, Committee, Working Group or other group established by the Alliance regarding the requirements of antitrust and competition law.

Section 13.2 Support.

The Alliance unequivocally supports the policy of competition served by the antitrust laws and uncompromisingly intends to comply strictly with such laws. Each Member further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations. It shall be the responsibility of every Member of the Alliance to be guided by this policy of strict compliance with the antitrust laws in all of the Alliance's activities. It shall be the special responsibility of the Alliance's Officers and Committee and Working Group chairpersons to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

ARTICLE XIV.

MISCELLANEOUS

Section 14.1 Public Inspection and Disclosure.

The Alliance shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. In addition, in the event that the Alliance provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the Alliance.

Section 14.2 Political Activities.

The Alliance shall not make any political expenditure or lobbying expenditure, which will result in the loss of, or otherwise adversely affect, its status as a tax-exempt organization under the United States Internal Revenue Code.

Section 14.3 Communication Policies.

Section 14.3.1 Press Releases.

No Member may make a press or other public announcement regarding its activities as a Member of the Alliance that names the identities of any other Member unless prior written consent is received from any Member named in the press release or public announcement. The Alliance may make a press or other public announcement regarding any subject germane to its purposes and may identify Member as a member of the Alliance, provided that prior written consent is received from any Member named in the press release or public announcement for any other purpose.

Section 14.3.2 Publication.

The Alliance covenants that any Final Deliverable will be published to all Members within thirty (30) days following adoption. The Alliance agrees that any publication of a

Final Deliverable shall include appropriate disclaimers, as agreed by the Alliance, to prevent any third party from claiming that any rights are granted by implication or estoppel because of such publication.

Section 14.4 Mediation.

The parties agree to first submit any controversy or claim between any Member and the Alliance arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in the state of New York by a mediator to be selected by the parties from a panel selected by the International Chamber of Commerce (“ICC”) ADR Dispute Resolutions Services. The parties agree to mediate in good faith over a minimum period of thirty (30) days. For clarity, this Section 14.4 does not apply to any controversy or claim arising from or relating to the IPR Policy.

ARTICLE XV.

SEAL AND FISCAL YEAR

Section 15.1 Seal.

The Board of Directors may adopt a corporate seal, which shall be in the form of a circle and shall bear the full name of the Alliance and the year and state of its incorporation.

Section 15.2 Fiscal Year,

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

ARTICLE XVI.

EFFECTIVE DATE AND AMENDMENTS

Section 16.1 Effective Date.

These Bylaws shall become effective immediately upon their adoption by the Board of Directors.

Section 16.2 Amendments.

Except as otherwise set forth herein, these Bylaws may be altered, amended, or repealed by the Board of Directors. Notwithstanding the foregoing, no alteration, amendment, or repeal of these Bylaws shall be effective until the thirty-first (31st) day after notice, which notice may be by electronic means.

April 26, 2012, February 19, 2014.

Certificate of Secretary

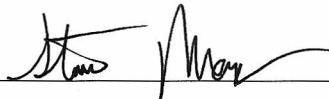
I, STAN MOYER, hereby certify:

That I am the duly elected and acting Secretary of the Smart TV Alliance, a Delaware nonprofit nonstock corporation; and

That the foregoing Bylaws comprising thirty-three (33) pages,

Constitute the Bylaws of said Corporation as duly adopted and in use on April 26, 2012 and amended on February 19, 2014.

IN WITNESS WHEREOF, I have hereunder subscribed my name effective this 19th day of FEBRUARY 2014.



2/19/14

Smart TV Alliance, Assistant Secretary