

**BYLAWS  
OF  
INNOVATIVE OPTICAL AND WIRELESS NETWORK GLOBAL FORUM, INC.  
(IOWN GLOBAL FORUM)**

(A Delaware Non-Stock Corporation)

**ARTICLE 1. DEFINITIONS**

**SECTION 1.1 “Adopter”** means all Members of the Corporation who so qualify in accordance with the provisions of Article 12 and Section 14.3 below.

**SECTION 1.2 “Affiliate” or “Affiliates”** means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition “control” means direct or indirect control of more than 50% of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

**SECTION 1.3 “Board of Directors” or the “Board”** means those individuals charged with directing the activities and affairs of the Corporation in accordance with Article 4.

**SECTION 1.4 “IRS Code”** means the Internal Revenue Code of 1986, as amended from time to time.

**SECTION 1.5 “Confidential Information”** means only the following: (i) Draft Specifications; (ii) meeting minutes of any Working Group, Member Committee and the Board; (iii) non-technical information that is developed by the Corporation or any Member for the purpose of promoting the Corporation or a specification, such as the Corporation’s public relations or promotional materials, trade show, Member recruiting or specification promotion plans, or drafts of any of the foregoing that are distributed by or to Members (via the Corporation’s information distribution infrastructure or otherwise) and identified or designated as confidential; (iv) all confidential information disclosed by any Member in the manner specified in Section 16; and (v) all other information that is designated as Confidential Information by the Board of Directors that is distributed to Members (via the Corporation’s information distribution infrastructure or otherwise). For the avoidance of doubt, information defined as “Confidential Information” under the IPR Policy shall be deemed as Confidential Information under these Bylaws as well, and subject to the terms and conditions of these Bylaws in addition to those set forth under the IPR Policy.

**SECTION 1.6 “Corporation”** means Innovative Optical and Wireless Network, Inc., a Delaware non-stock corporation doing business as IOWN Global Forum. For purposes of these Bylaws, the terms “Corporation” and “IOWN Global Forum” will be used interchangeably.

**SECTION 1.7 “DGCL”** means the Delaware General Corporation Law, as it may be amended from time to time.

**SECTION 1.8 “Director” or “Directors”** means members of the Board.

**SECTION 1.9 “disinterested Director”** has the meaning ascribed to it in Section 4.6.

**SECTION 1.10 “Executive Director,”** if any, means an officer of the Corporation whose duties and responsibilities are set forth in Section 5.9. The Executive Director is not a member of the Board.

**SECTION 1.11 “Initial Board”** has the meaning ascribed to it in Section 4.3(b).

**SECTION 1.12 “IPR Policy”** means the Corporation’s intellectual property rights policy, as adopted by the Board of Directors and in effect, and as may be amended from time to time.

**SECTION 1.13 “Necessary Claims,” “Draft Specification,” and “Final Specification”** will have the respective meanings given to each of them in the IPR Policy.

**SECTION 1.14 “Organizational Meeting”** means the meeting held via consent resolution of the Corporation on the date set forth in the Consent of Incorporator and Board of Directors of IOWN Global Forum in lieu of a meeting, or the meeting held by the Corporation to take such initial actions of the Board and to accept the resignation of the Incorporator.

**SECTION 1.15 “Member”** means a general reference to the collective group of Sponsor Members, General Members, Adopters, such other levels of participation in the Corporation as the Board of Directors may from time to time designate, and those Affiliates of each as further described in Sections 4.3(a) and 12.3. Member will not mean a “member” as that term is used in Section 215 of Title 8 of the DGCL. The Corporation will not be deemed to have “members” for purposes of Delaware law.

**SECTION 1.16 “General Member”** means all Members of the Corporation who so qualify in accordance with the provisions of Article 12 and Section 14.2, below.

**SECTION 1.17 “Sponsor Member”** means all Members of the Corporation who so qualify in accordance with the provisions of Article 12 and Section 14.1, below.

**SECTION 1.18 “Participation Agreement”** means the agreement, approved by the Board of Directors, that each prospective Member is required to enter into in order to become a Member, with such agreement designating the applicable Membership Classification of the Member.

**SECTION 1.19 “Alternate”** means an individual who serves in the capacity of a Director on a temporary basis in the event of the absence of the Director.

## **ARTICLE 2. OFFICES**

### **SECTION 2.1 PRINCIPAL OFFICE**

The principal office of the Corporation will be located at 401 Edgewater Place, Suite 600, Wakefield, MA 01880, USA. The Corporation may change its principal office upon notice to all Members.

### **SECTION 2.2 CHANGE OF ADDRESS**

The designation of the Corporation’s principal office may be changed from time to time by the Board of Directors. Such change of address will be effective upon written notice to all Members.

## **SECTION 2.3 OTHER OFFICES**

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

## **SECTION 2.4 REGISTERED AGENT AND OFFICE**

The Corporation will continuously maintain in the State of Delaware both:

(a) a registered agent, who will be (1) an individual who resides in the State of Delaware; (2) a corporation, a domestic business corporation, domestic limited liability company or domestic professional corporation with an office in the State of Delaware; or (3) a foreign corporation, foreign business corporation, foreign limited liability company or foreign professional corporation authorized to transact business in the State of Delaware with an office in the State of Delaware; and

(b) a registered office of the Corporation which will be the residence or office address of the registered agent.

## **ARTICLE 3. PURPOSE AND POWERS**

### **SECTION 3.1 IRS CODE SECTION 501(c)(6) PURPOSES**

The Corporation is formed as a business league within the meaning of section 501(c)(6) of the IRS Code and Section 1902(b)(3) of Title 30 of the Delaware Administrative Code. All references to the IRS Code contained herein are deemed to include corresponding provisions of any future United States federal tax code. The Corporation may exercise all of the rights and powers conferred on nonprofit non-stock corporations under the laws of the State of Delaware. The Corporation may engage in any lawful act or activity for which a nonprofit nonstock corporation (as defined in Section 114(d)(3) of the DGCL) may be organized, provided such activity is first approved by the Board of Directors.

### **SECTION 3.2 SPECIFIC OBJECTIVE**

IOWN Global Forum is a non-profit nonstock corporation formed for purposes of accelerating the adoption of a new communications infrastructure through the development of frameworks, specifications and reference designs in the areas of photonics, edge computing and wireless distributed computing; and uses cases and best practices for a smart world and enabling technologies, such as digital twin computing. In furtherance of these efforts, the IOWN Global Forum and its Members will seek to solicit the participation and comments of all interested parties on a fair, equitable and open basis. In addition, as part of these efforts, the IOWN Global Forum may interface with other groups or bodies developing standards and specifications related to the purpose of the IOWN Global Forum.

To this end it is anticipated that the IOWN Global Forum will engage in the following as appropriate:

(a) provide a forum where the Members can create use cases and technology requirements; and develop specifications, protocols, interfaces, and reference architectures;

- (b) promote the specifications, protocols, interfaces and reference architectures developed through the activities of the Corporation;
- (c) provide for specification interoperability testing and assessment, together with any program to permit use of certification marks; and
- (d) undertake such other activities as may from time to time be appropriate to further the purposes and achieve the goals set forth above and is approved by the Board.

### **SECTION 3.3 DURATION**

The duration of the Corporation will be perpetual, but may be dissolved at any time upon a vote of a Supermajority (as such term is defined in Section 4.12 of the Bylaws) of the Board plus the unanimous vote of all of the Directors appointed by the founding Members (as such term is defined in Section 4.3(c) of the Bylaws) then serving on the Board of Directors.

### **SECTION 3.4 COMPLIANCE WITH ANTITRUST LAWS**

Each of the Members of the Corporation is committed to fostering competition in the development of new products and services, and the work of the Corporation is intended to promote such competition. Each Member further acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that each Member and its representatives act in a manner which does not violate any applicable state, federal, or international antitrust laws or regulations or applicable orders. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that it and each other Member is free to develop competing technologies and to license its intellectual property rights to third parties, including without limitation, to enable competing technologies and standards, and has no obligation to adopt or implement the Corporation's specifications. The Corporation will adopt Antitrust Compliance Guidelines substantially similar to the ones attached hereto as Exhibit A.

## **ARTICLE 4. DIRECTORS**

### **SECTION 4.1 NUMBER**

The number of Directors of the Corporation will be fixed upon the approval of the Board of Directors with not more than one dissenting vote, and may vary between a minimum of three (3) and a maximum of thirteen (13) Directors. The Initial Board will consist of three (3) Directors, appointed pursuant to Section 4.3(b). Thereafter, the number of Directors may be increased or decreased from time to time by the Board.

### **SECTION 4.2 POWERS**

Subject to the provisions of the DGCL and any limitations in the Certificate of Incorporation or these Bylaws, the activities and affairs of this Corporation will be conducted and all corporate powers will be exercised by or under the direction of the Board.

### SECTION 4.3 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS

(a) *Qualification:* Each Director must be an employee of a Sponsor Member. No Sponsor Member may have more than one representative elected or appointed to the Board of Directors. For purposes of these Bylaws, a Member and its Affiliates will be deemed as one Member.

(b) *Initial Appointment:* The initial Board of Directors (the “**Initial Board**”) will be appointed by the incorporator and will consist of representatives of the founding Members who have executed Sponsor Member Participation Agreements; such Members will contemporaneously at the Organizational Meeting of the Corporation submit their executed Sponsor Member Participation Agreements and tender all fees then due and payable. Said members of the Initial Board will serve until their term expires or terminates or until their successors are appointed.

(c) *Member Appointments:* In recognition of the founding contributions and support of Sony Corporation (“**Sony**”), Nippon Telegraph and Telephone Corporation (“**NTT**”), and Intel Corporation (“**Intel**”) together the “founding Members,” each of the founding Members will continuously have the right to appoint a representative to the Board of Directors while they remain a Sponsor Member in good standing, including the right to appoint any replacements to such director, and may also appoint an Alternate should its designated representative become temporarily unavailable. In the case of any conflict between this Section 4.3(c) and any other sections of these Bylaws relating to each founding Member’s right to appoint a representative to the Board of Directors, this Section 4.3(c) shall govern.

(d) *Notice, Nomination, and Election of Directors:* If the Corporation has an Executive Director, the Executive Director will provide notice to all Sponsor Members in good standing of the seats up for election or otherwise eligible to be filled by election at least sixty (60) days prior to the Annual Member Meeting; otherwise, the Board will provide such notice. Sponsor Members may then nominate a representative for election to a vacant seat by providing written notice of the same to the Secretary not later than thirty (30) days prior to the Annual Member Meeting.

At such time as all nominees for the Directors are known, the then current Board will select from amongst the nominees and create an official ballot of candidates and approve the ballot by majority vote. If the Corporation has an Executive Director, the Executive Director will then provide each Sponsor Member in good standing a written slate containing the names of all final nominees no later than twenty (20) days before the Annual Member Meeting; otherwise, the Board will provide that written slate. Voting for the election of Directors will be conducted exclusively by written ballot received at least three days before the Annual Member Meeting designated on the official ballot. Each Sponsor Member in good standing may cast one vote per open Director’s seat, and may vote for as many candidates as there are number of open Board seats. The candidates receiving the highest number of votes will be elected, up to the number of open Director’s seats, to serve a term that will end upon the Annual Member Meeting (as defined in Section 13.1) occurring in the second year following such election. In the event of a tie between two or more individuals seeking election to the Board, a “run-off” election will be conducted by the Secretary between those individuals tied after the initial vote. The candidates receiving the highest number of votes will be elected, up to the number of remaining seats. For purposes of such a tie-breaking election, notice and voting will be by electronic mail and will occur as soon as reasonably possible after the initial tabulation of votes has been completed, but, in any event, before the Annual Meeting of the Board is called to order.

(e) *Election of Directors by Initial Board.* Notwithstanding Section 4.3(d) above, following the appointment of the Initial Board and prior to the first Annual Member Meeting, the Initial Board will hold an election among the Initial Board members to elect additional Directors, or will otherwise take action by unanimous written consent as follows:

- (i) The Initial Board will determine the number of open Director seats available to be filled, up to a total of six (6) additional seats.
- (ii) The Initial Board will elect, through an election of the Initial Board, or appoint, through unanimous written consent, additional Directors each of whom will be an employee of a Sponsor Member to fill such open seats, serving for a term that will end upon the second Annual Member Meeting; the Initial Board in filling such open seats will take into consideration such criteria as achieving broad representation and balance across relevant industries and geographies and whether and how each Director candidate, if elected or appointed, may:
  - (1) actively drive the IOWN Global Forum vision, mission, strategic objectives; and
  - (2) actively lead, support and promote the activities of the IOWN Global Forum.
- (iii) Prior to the first Annual Member Meeting, the Initial Board may take such steps in subsection (i) and (ii) above in one or a series of actions, and in each instance the Initial Board solely will vote to elect or appoint such additional Directors, even if the Board consists of more than the Initial Board at the time of such election or appointment.

#### **SECTION 4.4 TERM AND TERM LIMITS**

The effective term of a Director will cease upon (a) his or her death, (b) the resignation of the Director from the Board, termination of employment by an appointing Sponsor Member, (c) the election of a successor in the case of elected Directors, (d) appointment of a successor Director by a Sponsor Member in the case of a Director appointment by a Sponsor Member, or (e) when the appointing Sponsor Member ceases to be a Sponsor Member. A Member will be permitted to reappoint the same individual to serve as its representative, or for that individual to seek re-election to the Board of Directors in subsequent terms. Notwithstanding the above, each individual representative of a Sponsor Member appointed or elected to the Board may serve as a Director for a maximum of four (4) successive terms.

#### **SECTION 4.5 DUTIES**

The duties of the Board of Directors include:

- (a) Performing any and all duties imposed on them collectively or individually by: applicable law, the Corporation's Certificate of Incorporation, or by these Bylaws;
- (b) Appointing and removing, employing and discharging, and, except as otherwise provided in these Bylaws, prescribing the duties and fixing the compensation, if any, of all officers, agents, and employees of the Corporation;

- (c) Supervising all officers, agents, and employees of the Corporation to assure that their duties are performed properly;
- (d) Meeting at such times and places in accordance with these Bylaws;
- (e) Providing the Executive Director of the Corporation or, if the Corporation does not have an Executive Director, an officer designated by the Board of Directors, with a proper address for notices of meetings to be given in accordance with Section 4.10;
- (f) Electing a Chairperson annually to preside over meetings of the Board of Directors or to take such action as may be prescribed by the Board;
- (g) Establishing, chartering, modifying the charter of, and disbanding Member Committees (as defined in Section 6.1), Working Groups (as defined in Section 6.3) and committees of the Board (as set forth in Section 4.20) as appropriate;
- (h) Establishing policies and procedures for the consideration of changes or refinements to Final Specifications;
- (i) Adopting Final Specifications of the Corporation or any Reference Document (as such term is defined in the IPR Policy) or technical document to be published by the Corporation;
- (j) Considering for approval or rejection any public statement, press release, or similar public materials concerning the Final Specifications or the business of the Corporation prior to making such materials public;
- (k) Considering for approval or rejection the Corporation's budget, and, if the annual budget is not approved at the start of each calendar year, determining how the Corporation will operate based on the prior budgets, to the extent practical, until a budget is approved;
- (l) Establishing annual dues for the various classes of Members and to determine the rights and obligations for each class of Members not otherwise stated in these Bylaws;
- (m) Making a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in these Bylaws and the need to continue the existence of the Corporation;
- (n) Establishing or revising participation classes and the rights and privileges of the various classes of Members;
- (o) Adopting and modifying the Bylaws, the IPR Policy, and any other policy of the Corporation;
- (p) Conducting such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the IRS Code;
- (q) Adopting such procedures to govern operations of Member Committees and Working Groups, or if necessary, for specific Member Committees or Working Groups, ("Working Group Operating Procedures" or "Working Group Specific Operating Procedures," and the term referring to all of the procedures governing Member Committees and Working Groups is called "Operating Procedures");

(r) Establishing any committees of the Board of Directors as contemplated by Section 4.20;

(s) Establishing, chartering, modifying the charter of, and disbanding Advisory Boards (as defined in Section 6.3) as appropriate; and

(t) Approving the formation of any Software Project as defined in the IPR Policy.

#### **SECTION 4.6 COMPENSATION**

Directors will serve without compensation by the Corporation. Nothing contained herein will be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested Directors. As used in this Section 4.6, and in Section 5.10, the term “disinterested Directors” will mean Directors not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

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

Board of Directors’ meetings will be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under Section 211 of the DGCL.

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

Annual Meetings of the Board of Directors will be held as soon as practical following the Annual Member Meeting.

#### **SECTION 4.9 SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by the Chairperson, 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.

#### **SECTION 4.10 NOTICE OF MEETINGS**

Unless otherwise provided by the Certificate of Incorporation, these Bylaws, or provisions of applicable law, the following provisions will govern the giving of notice for meetings of the Board:

(a) *Annual Meetings.* If the Corporation has an Executive Director, the Executive Director of the Corporation will give at least thirty (30) days’ prior written notice to each Director; otherwise, the Board will give such notice.

(b) *Special Meetings.* If the Corporation has an Executive Director, the Executive Director of the Corporation will give at least seven (7) days prior notice to each Director; otherwise, the Chairperson of the Board will give such notice.



The primary means for the provision of notice will be via electronic mail to the Directors at the electronic mail address that appears in the records of the Corporation. Directors are responsible for providing the Corporation with any change in their electronic mail address. If notification is provided by express courier services and the like, such notice will be deemed to be delivered after three (3) days from the date of deposit to his or her business or home address. Personal notification may also include notification by telephone, facsimile, or other electronic means; *provided, however*, such notification will be subject to any and all acknowledgment requirements as may be set forth in the DGCL.

In addition to all other information required to be provided by the DGCL, notice to Directors will include a copy of all resolutions to be considered at the forthcoming meeting.

#### **SECTION 4.11 QUORUM FOR MEETINGS**

A quorum (“Quorum”) of the Board will consist of a majority of the total number of Directors. In the absence of a continued quorum at any meeting of the Board already in progress, a majority of the Directors present may adjourn the meeting.

#### **SECTION 4.12 BOARD ACTION AND VOTING PERCENTAGES**

Except as otherwise provided in the Certificate of Incorporation, or these Bylaws, or if provisions of Delaware law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon a majority vote of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors.

The following voting percentages will be required for any motion, act, or decision to be an action of the Board with respect to the following matters:

<b>Matter to be Voted On</b>	<b>Number of Affirmative Votes Required</b>
(a) General business matters	Majority vote of the Quorum.
(b) Changing or modifying these Bylaws or the IPR Policy.	Supermajority of Directors currently serving on the Board of Directors; except for changes or modifications to the Protected Provisions of the Bylaws, which require unanimous vote of all of the Directors appointed by the founding Members then serving on the Board of Directors.
(c) Setting the number of Directors	Supermajority of Directors currently serving on the Board of Directors.
(d) Termination or Suspension of a Participation Agreement	Supermajority of Directors currently serving on the Board of Directors.
(e) Removing an Officer or Director	Supermajority of Directors currently serving on the Board of Directors.
(f) Dissolution of Corporation	Supermajority of Directors currently serving on the Board of Directors; plus the unanimous vote of all of the Directors appointed by the

	founding Members then serving on the Board of Directors.
(g) Adoption of the Final Specification	Supermajority of Directors currently serving on the Board of Directors.
(h) Establishing a committee of Directors	Supermajority of the Quorum.

The term “Protected Provisions” refers to Sections 3.3, 4.3(b), and 4.3(c) of the Bylaws. The term “Supermajority” means a two-thirds vote as used in these Bylaws. The term “number of Directors currently serving on the Board of Directors,” as used in these Bylaws, refers to the number of elected or appointed individuals serving as Directors at the time of determination, or any individual appointed by a Sponsor Member as an Alternate. If an individual serving on the Board of Directors, whether a Director or an appointed alternate, is present at a meeting, but abstains from voting on a matter, for purposes of that vote, the “number of Directors currently serving on the Board of Directors,” will not be reduced.

#### **SECTION 4.13 CONDUCT OF MEETINGS**

Meetings of the Board of Directors will be presided over by the Chairperson of the Board of Directors, or in the Chairperson’s absence, by an acting Chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Corporation will act as secretary of all meetings of the Board, provided that, in the Secretary’s absence, the presiding officer will appoint another person to act as Secretary for that Meeting.

To the extent permitted by applicable law, an Alternate may attend a Board of Directors’ meeting and vote in place of an absent Director should said Director be unavailable to attend such meetings. An Alternate may also attend meetings of the Board of Directors in a nonvoting capacity even if a Member’s appointed or elected representative to the Board of Directors is present. Should neither the Director nor the Alternate be available for a meeting, a Director may designate another Director to vote by proxy, provided a signed proxy is delivered in advance of the meeting by the Director to the Chairperson or Secretary.

Meetings will be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Certificate of Incorporation, these Bylaws, or with provisions of applicable law. Where practical, *Robert’s Rules of Order* will be used as a guide in the conduct of meetings.

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

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

Vacancies on the Board of Directors will exist whenever: (a) the number of authorized Directors is increased; (b) a Director resigns from the Board of Directors; (c) a Director resigns from or is terminated from employment by the organization employing the Director at the time of the Director’s appointment or election; (d) a Director is no longer able to continue as a Director due to death or disability; (e) a Director’s organization terminates its representation on the Board of Directors or terminates its Participation Agreement; (f) a Director is found to have missed more

than three consecutive, regularly noticed meetings both without cause and without notice from Director that he or she will not be able to attend the regular meeting; and (g) whenever a Director is removed from office with or without cause, as permitted by and in accordance with the laws of the State of Delaware.

Any Director may resign effective upon giving written notice to the Chairperson, President, the Secretary, Executive Director (if the Corporation has an Executive Director), or the Board. If the Corporation is left without a duly appointed Director or Directors in charge of its affairs for a period of thirty (30) days, the Corporation will dissolve.

The Sponsor Member employing the resigning or removed Director may replace that Director with another employee or representative by providing the Board of Directors with written notice of the same within thirty (30) days after the effective date of the Director's resignation, termination, or removal. Except as otherwise herein provided, a Director will be conclusively deemed to resign if the Director's employment with the Sponsor Member is for any reason terminated. A person appointed to fill a vacancy on the Board will maintain a seat on the Board until the end of the term of the individual being replaced or until death, resignation, or removal from the Board.

If the Sponsor Member who has the right under this Section 4.14 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Sponsor Member employing the Director has terminated its Participation Agreement, the vacancy will be filled from among the Sponsor Members by (i) vote of the remaining members of the Board of Directors, or (ii) vote of the Sponsor Members in a special election called by the Board of Directors; and such Director will serve until the following Annual Meeting of the Board of Directors or until death, resignation, or removal from the Board.

In the event that two or more Directors' Member organizations are merged or a Director's Member organization is acquired by another Director's Member organization, the resulting or acquiring Member will designate which of the Directors is to remain on the Board and the other Director or Directors will be removed from the Board immediately upon the closing of the acquisition or merger. Should this process result in a reduction in the number of representatives on the Board of Directors, the seat vacated thereby will be filled from among the Sponsor Members by (i) vote of the remaining members of the Board of Directors, or (ii) vote of the Sponsor Members in a special election called by the Board of Directors; and such Director will serve until the following Annual Meeting of the Board of Directors or until death, resignation, or removal from the Board.

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

To the extent permissible under Delaware and U.S. Federal law, Directors will not be personally liable for the debts, liabilities, or other obligations of the Corporation.

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

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

acting on behalf of the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

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

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

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

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

Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Consent by a member of the Board sent by email or other electronic means is considered written consent to the extent permissible under the DGCL. Such action by signed consent will have the same force and effect as any other validly approved action of the Board. All consents will be filed with the minutes of the proceedings of the Board.

#### **SECTION 4.19 CHAIRPERSON OF THE BOARD**

At each Annual Meeting of the Board, the Board of Directors will elect by majority vote a Chairperson of the Board from among the Directors. The Chairperson of the Board may also act as the President of the Corporation. The Board of Directors may remove the then-current Chairperson of the Board, with or without cause, via a unanimous vote of the members of the Board of Directors, minus one. Said removal as the Chairperson of the Board of Directors may not act as a removal from the Board of Directors without further action as provided for under these Bylaws. In the event that the Chairperson steps down or is removed for any reason, the Board of Directors will elect a new Chairperson of the Board to serve until the next Annual Meeting of the Board.

## **SECTION 4.20 COMMITTEES OF THE BOARD**

The Board of Directors may create one (1) or more committees (including an executive committee), each consisting of one (1) or more Directors to serve at the pleasure of the Board of Directors. Only Directors may serve on any such committee. Formation of such committees and appointments to the same shall be by an action adopted by Supermajority vote of the Quorum of the Board of Directors. Any such committee shall have the authority of the Board of Directors unless otherwise limited by the Board of Directors, or by the DGCL.

Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken in accordance with, the provisions of the Bylaws concerning meetings and other actions of the Board of Directors except that the calling of the meetings may be determined by action of the specific committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules and procedures for any committee that are consistent with the Bylaws or, in the absence of rules and procedures adopted by the Board of Directors, the committee may adopt such rules and procedures.

## **ARTICLE 5. OFFICERS**

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

Officers of the Corporation will be a President, a Vice President (if elected), a Secretary, and a Treasurer. If appointed by the Board of Directors, the Corporation will have an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board. With the exception of the Executive Director, each officer will be an employee of a Sponsor Member and, to the extent practicable, also a current member of the Board of Directors.

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

Officers will be elected by majority vote of the Board of Directors at each Annual Meeting of the Board of Directors and each officer will hold office until such officer dies, resigns, or is removed or is otherwise disqualified to serve, or until a successor will be appointed, whichever occurs first.

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

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

## **SECTION 5.4 VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer will be filled by the Board of Directors. In the event of a vacancy in any office other than that of the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board will fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board will determine in accordance with Section 4.12.

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

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

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

## **SECTION 5.6 DUTIES OF THE VICE PRESIDENT (If Elected)**

In the absence of the President, or in the event of inability or refusal to act, the Vice President will perform all the duties of the President, and when so acting will have all the powers of, and be subject to all the restrictions on, the President. The Vice President will have other powers and perform such other duties as may be prescribed by law, by the Certificate of Incorporation, these Bylaws, or as may be prescribed by the Board.

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

The Secretary will:

- (a) Certify and keep at the principal office of the Corporation the original, or a copy, of the Certificate of Incorporation, these Bylaws, and any amendments to either document.
- (b) Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors and Working Groups, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.
- (c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- (d) Advise the Members in writing of all results of any election of Directors.
- (e) Be custodian of the records of the Corporation, as authorized by law or the provisions of these Bylaws and to duly execute documents of the Corporation.

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

(g) Exhibit at all reasonable times to any Members of the Corporation, or to the Member's agent or attorney, on request thereof, these Bylaws, the member book, and the minutes of the proceedings of the Members of the Corporation.

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

## **SECTION 5.8 DUTIES OF THE TREASURER**

The Treasurer will:

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

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

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

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

(e) Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to the Director's agent or attorney, on request thereof.

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

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

(h) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Certificate of Incorporation, these Bylaws, or which may be assigned to the Treasurer from time to time by the Board.

## **SECTION 5.9 EXECUTIVE DIRECTOR**

If appointed by the Board of Directors, the Executive Director of the Corporation will perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

(a) Scheduling and setting up meetings.

(b) Facilitating communication between Members, including providing timely notices of meetings. Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.

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

(d) Receiving and processing Participation Agreements, and executing them on behalf of the Corporation.

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

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

## **SECTION 5.10 COMPENSATION**

With the exception of the Executive Director, whose services may be provided pursuant to a consulting and services agreement between the Corporation and an outside contractor, the officers will serve without compensation by the Corporation, unless the Board authorizes compensation. Nothing herein contained will be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a majority of disinterested Directors as defined in Section 4.6.

## **ARTICLE 6. MEMBER COMMITTEES, WORKING GROUPS AND ADVISORY BOARDS**

### **SECTION 6.1 MEMBER COMMITTEES OVERVIEW**

The Corporation will have committees of Members as may from time to time be designated upon vote of the Board of Directors (“Member Committees”). Member Committees will be formed to focus on supervision, management, coordination and such other purposes as the Board of Directors shall determine. It is anticipated that the Board of Directors will designate a Technical Steering Committee to focus on the technical working item coordination and alignment of the Corporation and such other matters as the Board of Directors determines.

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

(a) *Formation.* Any Sponsor Member may propose to the Board of Directors the establishment of one or more Member Committee, subject to following the Operating Procedures. Such proposal will include the proposed charter of such Member Committee, and the Members that initially desire to participate in such Member Committee. The Board of Directors will (1) approve or disapprove the formation of each Member Committee, (2) approve or disapprove the charter of such Member Committee and (3) appoint the initial and any replacement Chairperson of such Member Committee from among the Sponsor Members, which Chairperson will serve for a term of two years after which time the Board of Directors must either replace or reappoint said



Chairperson. The Board of Directors will provide timely notice of the formation and Chairperson of each Member Committee to all Members.

(b) *Composition.* Subject to the approval of the Board of Directors, a Sponsor Member company may become a member of a Member Committee. Any Sponsor Member in good standing is eligible to apply for membership in any Member Committee; however, it is expected that the Member company meet and maintain objective minimum requirements for membership in a Member Committee. The Board of Directors may develop and publish guidelines which establish the objective minimum requirements as part of Operating Procedures.

(c) *Record of Activities.* The Member Committee will elect a secretary or other person to document and record the Member Committee's activities.

(d) *Meetings.* Member Committees will hold regular meetings on a schedule as determined by such Member Committee. The noticing of meetings of the Member Committee and the governance thereof will be subject to the Operating Procedures adopted by the Board of Directors. When practical, *Robert's Rules of Order* will be used as a guide in the conduct of meetings.

(e) *Removal from Member Committee.* The then-current Operating Procedures will govern the removal of any member of a Member Committee.

## **SECTION 6.3 WORKING GROUPS OVERVIEW**

The Corporation will have such groups of Members as may from time to time be designated upon vote of the Board of Directors ("**Working Groups**"). Meetings and actions of Working Groups will be governed by, noticed and held in accordance with written Working Group Operating Procedures to be adopted by the Board of Directors, which may be amended by the Board from time to time.

## **SECTION 6.4 MEETINGS AND ACTION OF WORKING GROUPS**

(a) *Formation.* Any Member may propose to the Board of Directors the establishment of one or more Working Groups to carry out the work of the Corporation, subject to following the Operating Procedures. Such proposal will include the proposed charter of such Working Group, and the Members that initially desire to participate in such Working Group. The Board of Directors will (1) approve or disapprove the formation of each Working Group, (2) approve or disapprove the charter of such Working Group, (3) appoint the initial and any replacement Chairperson of such Working Group from among the Sponsor Members, which Chairperson will serve for a term of two years after which time the Board of Directors must either replace or reappoint said Chairperson, and (4) appoint the initial and any replacement Vice Chairperson of such Working Group from among the Members, and determine the term for such Vice Chairperson and appropriate replacement procedure. The Board of Directors will provide timely notice of the formation and Chairperson of each Working Group to all Members as well as the then-current Working Group Operating Procedures that will govern the actions of such Working Group. Without limiting the powers of the Board of Directors as stated in these Bylaws, all output of Working Groups, including but not limited to Draft Specifications, and modifications thereto, will be subject to review and approval of the Board of Directors in accordance with the IPR Policy prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members.

(b) *Composition.* Subject to the approval of the Working Group Chairperson and the Board of Directors, a Member company may become a member in the Working Group. Any Member in good standing is eligible to apply for membership in any Working Group; however, it is expected that the Member company meet and maintain objective minimum requirements for membership in a Working Group. The Board of Directors may develop and publish guidelines which establish the objective minimum requirements as part of the general Working Group Operating Procedures.

(c) *Record of Activities.* The Working Group will elect a secretary or other person to document and record the Working Group's activities.

(d) *Meetings.* Working Groups will hold regular meetings on a schedule as determined by such Working Group. The noticing of meetings of the Working Group and the governance thereof will be subject to the Working Group Operating Procedures adopted by the Board of Directors. When practical, Robert's Rules of Order will be used as a guide in the conduct of meetings.

(e) *Removal from Working Groups.* The then-current Working Group Operating Procedures will govern the removal of any member of a Working Group.

## **SECTION 6.5 ADVISORY BOARD**

The Board of Directors may establish upon the approval of the Board of Directors an advisory group, called the "Advisory Board," to serve at the direction of the Board of Directors to provide strategic guidance and support to the Board of Directors. At the time of the establishment of any Advisory Board, the Board of Directors will approve the size of the Advisory Board as well as the initial members of the Advisory Board. Subsequent changes in the Advisory Board composition may occur by decision of the Advisory Board, provided such changes are subject to approval by the Board of Directors. The duties and powers of the Advisory Board will at all times be exercised under the ultimate direction of the Board of Directors. The Board of Directors may at any time disband, rename, or otherwise reconstitute such advisory group.

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

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

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

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

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation with a value of less than Twenty-Five Thousand Dollars (U.S.) will be signed by the President, Treasurer, or Executive Director (if any). Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess

of Twenty-Five Thousand Dollars (U.S.), will require the signatures of two or more of the above-listed officers.

### **SECTION 7.3 DEPOSITS**

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

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

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

The Corporation will keep at its principal office:

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

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

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

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

### **SECTION 8.2 INSPECTION RIGHTS**

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

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

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

## **SECTION 8.4 PERIODIC REPORT**

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

## **ARTICLE 9. SECTION 501(c)(6) OF THE IRS CODE TAX EXEMPTION PROVISIONS**

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

Notwithstanding any of the above statements of purposes and powers, the Corporation shall not engage in any activities or exercise any powers, whether express or implied, so as to disqualify the Corporation from exemption from federal income tax under section 501(a) of the IRS Code by reason of being an organization described in section 501(c)(6) of the IRS Code and from exemption from Delaware income tax by reason of being an organization described in Section 1902(b)(3) of Title 30 of the Delaware Administrative Code and corresponding provisions of any future United States federal tax code or Delaware code.

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

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

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

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

## **ARTICLE 10. AMENDMENT OF BYLAWS**

Except where otherwise provided for in individual Articles herein, or Attachments, these Bylaws and any Attachments, or any of them, will only be altered, amended, or repealed, and new Bylaws adopted, upon approval of a Supermajority of Directors currently serving on the Board of Directors; except for changes or modifications to provisions of the Bylaws affecting the rights of the founding Members which require the unanimous vote of all of the Directors appointed by the founding Members then serving on the Board of Directors.

## **ARTICLE 11. CONSTRUCTION AND TERMS**

### **SECTION 11.1 CONFLICT**

If there is any conflict between the provisions of these Bylaws and the Certificate of Incorporation of the Corporation, the provisions of the Certificate of Incorporation will govern.

### **SECTION 11.2 UNENFORCEABLE**

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws will be unaffected by such holdings.

### **SECTION 11.3 REFERENCES**

All references in these Bylaws to the Certificate of Incorporation will be to the Certificate of Incorporation filed with an office of the State of Delaware and used to establish the legal existence of the Corporation.

## **ARTICLE 12. PARTICIPATION PROVISIONS**

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

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

Among the benefits generally to be afforded to the Members are the right to attend meetings of the general Members of the Corporation, access to Final Specifications and market requirements documents as may be approved by the Board of Directors, and access to the general Members' portions of the Corporation's website.

### **SECTION 12.2 QUALIFICATIONS FOR PARTICIPATION**

The qualifications for participation in the Corporation are as follows:

(a) Any company supportive of the Corporation's purposes as defined in Section 3.2, and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and the Corporation's IPR Policy, and who pays the then-current annual dues applicable to its Membership Classification.

(b) Additionally, each Member hereby agrees not to load the membership of any Working Group or Member Committee of the Corporation for the purpose of obstructing the purpose of the Corporation or the progress or purpose of that Working Group or Member Committee.

### **SECTION 12.3 PARTICIPATION OF AFFILIATES AND RELATED ENTITIES**

Representatives of Affiliates of a Member Company are permitted to participate in all activities in which representatives of the Member Company are permitted to participate. If a Member is itself a consortium, membership organization, user group or other entity which has members, then the rights and privileges granted to such Member shall extend only to the paid employees or volunteer leader of such Member, and not to its members or users.

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

The annual dues payable to the Corporation by each class of Members in addition to any fees established for a Sponsor Member's representative participating on the Board of Directors, will be established and may be changed from time to time by resolution of the Board. Initial dues will be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues will be due and payable as specified in the Participation Agreement. If any Member is delinquent in the payment of dues, such Member's rights will be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

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

There is no limit on the number of Members the Corporation may admit. The Board of Directors may, however, in its sole discretion, limit the number of Members so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants from such Member classification.

### **SECTION 12.6 MEMBER ROLL**

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

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

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

### **SECTION 12.8 NONTRANSFERABILITY OF PARTICIPATION AGREEMENTS**

All rights of participation cease upon the Member's dissolution, either as described under Section 12(e) of these Bylaws or upon the filing of certificate of a dissolution of the corporation or equivalent for such Member's jurisdiction. No Participation Agreement may be assigned without the prior written consent of the Corporation, which in the case of a Member assigning its Participation Agreement to an Affiliate such written consent of the Corporation will not be unreasonably withheld, and any purported assignment without such written approval will be null and void.

## **SECTION 12.9 TERMINATION OF PARTICIPATION**

The Participation Agreement of a Member will terminate upon the occurrence of any of the following events:

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

(b) Upon fifteen (15) days' written notice from the Member.

(c) Immediately upon withdrawal pursuant to the applicable provisions of the IPR Policy.

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

(e) Upon a Member's dissolution.

In the event that two or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity will be a Member and have only one Participation Agreement and one vote in all Member votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof.

All rights of a Member in the Corporation will cease on termination of a Participation Agreement as herein provided. A Member terminated from the Corporation will not receive any refund of dues already paid for the current dues period. A Member may withdraw as a Member or cease participation in the activities of the Corporation at any time and for any reason.

## **SECTION 12.10 RESIGNATION**

Any Member may resign as a Member at any time upon at least 15 days' prior written notice to the Secretary. Such resignation shall be effective on the date specified by the Member but no earlier than 15 days after the date of receipt of such notice of resignation by the Secretary; provided, however, that any obligation of such resigning Member, which has accrued before such resignation is effective, shall survive resignation and shall stay in force.

## **SECTION 12.11 EFFECT OF RESIGNATION /TERMINATION OF MEMBERSHIP**

A Member whose membership is terminated pursuant to Section 12.9 or who resigns pursuant to Section 12.10 shall no longer have the right to participate in any of the activities of IOWN Global Forum and/or receive information, as applicable. Any such terminated or resigned Member shall not be permitted to reapply for Membership in IOWN Global Forum unless the Board of Directors approves such reapplication by Supermajority taking into consideration appropriate and lawful criteria and reasons.

No resignation, termination or suspension of any Membership shall relieve any Member from full payment of any and all fees incurred in relation to Member's participation in any activities of IOWN Global Forum prior to such resignation, suspension or termination. Members will not be entitled to refunds for any amounts paid, for any reason, or in any event, including events of resignation, suspension or termination of membership.

Suspension of any Membership shall not relieve a Member from any obligation under these Bylaws.

## **SECTION 12.12 RESTRICTIONS FOR NON-COMPLIANCE WITH APPLICABLE LAWS**

The Corporation may determine it is necessary to suspend a Member's membership, or to restrict a Member's access to IOWN Global Forum materials or meetings in the case where a Member's participation in IOWN Global Forum activities or access to IOWN Global Forum materials would cause, or likely cause, the Corporation to violate any laws, regulations, or court order, subsequent to the Corporation having received the advice of legal counsel with regards to such laws, regulations, or court order. The Corporation may adopt one or more policies setting forth procedures for suspension and reinstatement for Members that have suspended or restricted under this provision or for any other reason, taking into account the importance to set forth a Member's right to appeal, payment of dues and procedures for reinstatement.

## **ARTICLE 13. MEETINGS OF MEMBERS**

### **SECTION 13.1 CALL FOR MEETINGS OF MEMBERS**

The annual meeting of the Members ("Annual Member Meeting"), the first of which is scheduled to be held in 2021, will be held for the purpose of transacting such business as may be properly brought before the Members. Other regular meetings of the Members may be called only by Board constituting at least one-half of the total number of Directors.

### **SECTION 13.2 NOTICE OF MEETING**

If the Corporation has an Executive Director, the Executive Director will give at least one calendar week prior notice of a meeting to each Member, provided that at least two calendar weeks prior notice will be required for all meetings requesting in-person attendance; otherwise the Board of Directors will give such notice. The primary means for the provision of notice will be via electronic mail to the Members at the electronic mail address as it appears in the Secretary's records. If notification is also provided by airmail, such notice will be deemed to be delivered after fourteen (14) days from the date deposited in the airmail addressed to the Members at the address as it appears in the Executive Director's records, with postage prepaid. If notification is provided by express courier services and the like, such notice will be deemed to be delivered after three days from the date of deposit. Personal notification may also include notification by telephone, facsimile, or other electronic means. Notwithstanding the foregoing, the one calendar week prior notice period may be waived by unanimous consent of the Board of Directors.

### **SECTION 13.3 MEETINGS**

A meeting of Members will be held at places and times as may be agreed to by a majority of the Members. Meetings may be attended in person or by any combination of in person or audio,



document or videoconferencing techniques (provided such videoconferencing is offered by the Corporation).

#### **SECTION 13.4 QUORUM FOR MEETING OF MEMBERS**

A quorum of the Members will consist of those Members in attendance.

#### **SECTION 13.5 REPRESENTATIVES**

Each Member will designate in writing to the Secretary or Executive Director (if any), if any, one individual to act as its primary representative. Each Member may also designate an alternate to act in the event that the primary representative is unable to attend a Member or Working Group meeting or to otherwise act on its behalf. Directors will not be considered the primary representative of a Member unless designated by the Member as the official representative.

#### **SECTION 13.6 CONDUCT OF MEETINGS**

Meetings of the Members will be presided over by the Executive Director (if any), or in the absence of that person, by an acting Chairperson chosen by a majority of the Members present at that meeting. The Secretary will act as secretary of all meetings of Members, provided that, in the Secretary's absence, a person appointed by the Secretary will act as secretary for that meeting. Meetings will be governed by such procedures as may be approved from time to time by the Members.

#### **SECTION 13.7 MEMBERS' ADVISORY VOTING**

All votes of Members at Member Meetings are advisory in nature only and do not act to bind or direct the Corporation's decisions, actions, or policies. Each Member will have only one vote on each matter submitted to a vote. A Member's designated representative or alternate, if applicable, will be the only person entitled to cast a vote on behalf of the Member. Voting at meetings will be by a show of hands in the case of Members attending in person, by voice ballot for Members attending by audio, videoconferencing or teleconferencing, or electronically for matters submitted for vote via electronic means.

### **ARTICLE 14. MEMBERSHIP CLASSIFICATIONS**

The Corporation will have multiple classes of membership. The Board will define and may modify the required dues, obligations, and associated benefits for the various membership levels in accordance with provisions of Section 4.12. The Board may adopt additional classes of membership from time to time. The Board may establish more detailed descriptions of the rights and privileges of each classification of membership, provided it will make such information available to all members. The IOWN Global Forum will be open for participation by any corporation, partnership, association, trust, governmental body, or other legal entity having an interest in participating in the activities of the IOWN Global Forum. The membership classifications are listed below.

#### **SECTION 14.1 SPONSOR MEMBERS**

The Corporation will have Sponsor Members. Applicants for Sponsor Member, qualified under Section 12.2 above and applying for participation, will be admitted to participate in the Corporation upon the affirmation of the Certificate of Incorporation, these Bylaws, and the IPR

Policy; the execution of a Participation Agreement designating the applicable Membership Classification; and payment of the applicable annual dues as specified in the Participation Agreement.

All Sponsor Members must execute a Participation Agreement and pay the fees called for therein for Sponsor Members and all Sponsor Members will be entitled to all rights and bound to all obligations generally afforded and imposed upon all Members. In addition, Sponsor Members will be granted the specific additional rights stated in this Section 14.1 and will be subject to the rights and obligations applicable to Sponsor Members as provided in the IPR Policy.

Among other benefits specifically afforded to Sponsor Members who remain in good standing will be those benefits afforded to General Members as set forth in Section 14.2, plus:

1. Eligibility to nominate a representative for election to the Board of Directors of the Corporation;
2. Eligibility to participate in a Member Committee as member, and to have a representative serve as the Chairperson or Vice Chairperson of such Member Committee;
3. Eligibility to have a representative be appointed or elected as an officer of the Corporation or Chairperson or Vice Chairperson of a Working Group; and
4. The right to propose new Working Group items.

## **SECTION 14.2 GENERAL MEMBERS**

The Corporation will have General Members. Applicants for General Member, qualified under Section 12.2 above and applying for participation, will be admitted to participation upon the affirmation of the Certificate of Incorporation, these Bylaws, and the IPR Policy; the execution of a Participation Agreement designating the applicable Membership Classification; and payment of the applicable annual dues as specified in the Participation Agreement.

All General Members must execute a Participation Agreement and pay the fees called for thereon for General Members. Once accepted, General Members will be entitled to all rights and bound to all obligations generally afforded and imposed upon all Members, including the specific rights stated in this Section 14.2, and will be subject to the rights and obligations applicable to General Members as provided in the IPR Policy.

Among other benefits afforded to General Members who remain in good standing will be:

- (a) Eligibility to participate in Working Groups;
- (b) The right to propose new Working Groups;
- (c) Eligibility to have a representative be appointed or elected Vice Chairperson of a Working Group;
- (d) Rights to attend Meetings of Members;
- (e) Access to Draft Specifications of the Corporation;

- (f) Access to Final Specifications and market requirements documents as may be approved by the Board of Directors;
- (g) Voting rights within Working Groups.
- (h) Subject to procedures as may be adopted by the Board of Directors, access to compliance activities that may be established by the Corporation, such as compliance workshops or “plugfests”; and
- (i) Subject to procedures as may be adopted by the Board of Directors, the right to use the Corporation’s name and/or logo in connection with Member’s Membership Level.

### **SECTION 14.3 ADOPTERS**

The Corporation will have Adopters at such time as the Board of Directors votes to begin accepting Adopters. All Adopters must execute a Participation Agreement, as approved by the Board that contains the applicable Membership Classification, and pay the applicable fees. Once accepted, Adopters will be subject to applicable rights and obligations applicable to Adopters as provided in these Bylaws and the IPR Policy.

Among other benefits afforded to Adopters who remain in good standing will be:

- (a) Access to Final Specifications and market requirements documents as may be approved by the Board of Directors;
- (b) Subject to procedures as may be adopted by the Board of Directors, access to the compliance activities that may be established by the Corporation such as compliance workshops or “plugfests”; and
- (c) Subject to procedures as may be adopted by the Board of Directors, the right to use the Corporation’s name and/or logo in connection with Member’s Membership Level.

## **ARTICLE 15. PUBLICITY**

No Member may make a press or other public announcement (including website listings) regarding its activities as a Member of the Corporation which 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 Corporation may make a press or other public announcement (including website listings) regarding any subject germane to its purposes provided that prior written consent is received from any Member named in the press release, website listing, or public announcement.

## **ARTICLE 16. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

### **SECTION 16.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION**

The Members acknowledge that they will not disclose or exchange information as part of the Corporation’s activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. In the course of participation in the Corporation’s activities Member information disclosed to a Working Group or Member Committee, including but not limited to Reference Document Contributions or Draft Specification Contributions (as

such terms are defined in the IPR Policy), that is designated, labeled or marked as “confidential” or its equivalent will be deemed “Confidential Information.” All other information disclosed by a Member as a part of participation in the Corporation’s activities will be deemed non-confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

## **SECTION 16.2 NONDISCLOSURE**

With respect to Confidential Information, the receiving party agrees, for a period of five (5) years from the date of disclosure, not to use the Confidential Information for any purpose other than to enjoy its rights or perform its obligations under the Bylaws or other Corporation-related documents and to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its Affiliates, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 16. The foregoing obligation will not apply to any information which is: (a) already known by the receiving party prior to disclosure; (b) publicly available through no fault of the receiving party; (c) rightfully received without a duty of confidentiality; (d) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (e) independently developed by the receiving party; (f) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (g) disclosed by the receiving party with the disclosing party’s prior written approval. Notwithstanding anything to the contrary herein, any Member will be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term “residuals” means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws will not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member’s organization. However, this Section 16.2 will not be deemed to grant to any party a license under another party’s copyrights or patents.

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

## **SECTION 16.3 CORPORATION INFORMATION**

All public disclosures regarding the existence, Members, and activities of the Corporation must be approved by the Board of Directors; provided, however, that the Corporation and each Member may disclose a listing of Members’ names. Public disclosure of any version or revision of a Draft Specification will be subject to the approval by the Board of Directors pursuant to a vote as set forth in these Bylaws. However, the Corporation’s general policy will be to disclose fully, at the agreed-upon time, all approved Final Specifications, as well as all information relating to the Corporation and its activities, as approved by the Board of Directors. If a Member will be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member

will first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

#### **SECTION 16.4 SURVIVAL OF CONFIDENTIALITY OBLIGATIONS**

After withdrawal, termination, or nonrenewal as a Member, for any reason, a former Member has a continuing duty under this Article 16.

#### **SECTION 16.5 CONFIDENTIAL INFORMATION DISCLOSED IN CONNECTION WITH WORKING GROUP ACTIVITIES**

From time to time a Member of a Working Group may deem it necessary to disclose confidential information to other Members of such Working Group. In such instances such Member may disclose the relevant information in confidence to Members of a Working Group, and such information will be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure. Any such designation will be effected by (a) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (b) by orally indicating that any information disclosed orally/visually is the Confidential Information of the disclosing party and then within ten (10) days providing the receiving parties of such information with a written summary of the orally/visually disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by a specification adopted by the Corporation, such information will be not be considered Confidential Information and such Member will waive all confidentiality and will allow publication of such Final Specification.

### **ARTICLE 17. DISPUTES AND DISPUTE RESOLUTION**

#### **SECTION 17.1 APPLICATION**

The following provisions apply in the event of dispute between a Member and the Corporation. For purposes of Section 17, a Member and the Corporation are each sometimes referred to individually as a “party” and collectively as the “parties.” Notwithstanding anything else herein, this Article 17 will only apply to disputes between the Corporation and its Members and will not apply to any disputes between Members or between the Members and third parties.

#### **SECTION 17.2 WAIVER OF WARRANTIES**

ALL DRAFT SPECIFICATIONS AND FINAL SPECIFICATIONS OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN AND ANY CONTRIBUTIONS TO FINAL SPECIFICATIONS MADE BY MEMBERS ARE PROVIDED “AS IS,” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### **SECTION 17.3 LIMITATION OF LIABILITY**

IN NO EVENT WILL THE CORPORATION BE LIABLE TO THE MEMBERS, OR ITS MEMBERS LIABLE TO THE CORPORATION, IN CONNECTION WITH THE

CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF THE CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.

#### **SECTION 17.4 MEDIATION**

Any controversy or claim between any Member and the Corporation arising out of or relating to these Bylaws, or the breach thereof, will be first submitted to nonbinding mediation in San Francisco, California, 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 days.

#### **SECTION 17.5 ARBITRATION**

Any controversy or claim between any Member and the Corporation arising out of or related to these Bylaws not resolved by mediation will be settled by binding arbitration in accordance with the Arbitration Rules (the "**Rules**") of the ICC, and the procedures set forth below. In the event any inconsistency between the Rules of ICC and the procedures set forth below, the procedures set forth below will control. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction thereof.

(a) *Location.* The location of the mediation and arbitration will be in San Francisco, California, U.S.A., or a location where the parties mutually agree.

(b) *Selection of Arbitrators.* The arbitration will be conducted by a panel of three ICC arbitrators who are independent and disinterested with respect to the Corporation. If the parties are unable to agree to arbitrators, the arbitrators will be appointed by ICC from among their panelists with relevant expertise.

(c) *Case Management.* Prompt resolution of any dispute between any Member and Corporation is important to all parties and the parties agree that the arbitration of any such dispute will be conducted expeditiously. The arbitrators will be instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, prehearing discovery and activities), in order to complete the arbitration as expeditiously as possible.

(d) *Remedies.* The arbitrators may grant such legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a State or U.S. Federal court; provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in these Bylaws.

(e) *Expenses.* The expenses of the arbitration, including the arbitrators' fees, will be shared equally among the parties. Each party will be responsible for its own attorneys' fees, including expert witnesses.

(f) *Confidentiality.* Except as set forth below, the parties will keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators.

Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, experts, investors, insurers, legal counsel, and when required to disclose by applicable securities laws.

(g) *Intellectual Property.* There will be no arbitration of issues of the validity, infringement or enforceability of patents or copyrights. Further, this Section does not apply to any intellectual property rights of a Member with respect to other Members or third parties.

#### **SECTION 17.6 SURVIVAL**

This Article 17 will survive any termination of participation pursuant to Section 12.8 or termination of participation for any other reason.

**[Certificate page follows]**

### CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the Innovative Optical and Wireless Network Global Forum, a Delaware non-stock corporation; and

The foregoing Bylaws comprising 32 pages, including this page, constitute the Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 3<sup>rd</sup> day of February, 2020

MASAYUKI HATTORI  
Name

Masayuki Hattori  
Signature



## **Exhibit A**

### **Innovative Optical and Wireless Network Global Forum Antitrust Guidelines**

*[Note: Members in the formation of the Innovative Optical and Wireless Network Global Forum are expected to review and, as applicable, adhere to these guidelines]*

#### **BACKGROUND**

The Innovative Optical and Wireless Network Global Forum (“**Forum**”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (generally, “**Antitrust Laws**”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities conducted by industry Members may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for the Forum and for participating companies. In order to minimize exposure of the Forum and its Members to antitrust liability, the Forum and each Sponsor Member, General Member, or other participant (for purposes of this Antitrust Guideline, a “**Member**”) agree to abide by the following guidelines when participating in connection with activities of the Forum.

Prior to any and all meetings of the Forum, or subgroups thereof, the Members and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

#### **GUIDELINES**

1. Neither the Forum nor its committees and activities will be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in the Forum, there will be no discussion, communication, agreement or disclosure among Members that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
3. The Forum and Members, in connection with their participation in the Forum, will not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market. (This paragraph

is not intended to preclude the Forum, a Member from disclosing and asserting its intellectual property rights.)

4. The qualifications for participation in the Forum are set forth in the corporate documents of the Forum. No applicant for participation, who otherwise meets the qualifications set forth therein, will be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of participation.
5. Each Member in the Forum is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
6. To the extent that the Forum develops, administers or approves specifications, test procedures, or certification programs, a Member's decision to accept or comply to or participate therein will be voluntary on the part of Members, and will in no way be compelled or coerced by the Forum. Adherence to Final Specifications will be voluntary on the part of the Members of the Forum. This guideline will not, however, prevent the Forum from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with the Forum's specifications, test procedures or certifications programs.
7. Final Specifications which may be developed, administered, approved, or adopted by the Forum, will be based upon appropriate technical, business and consumer considerations, and will not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. The Forum may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with the Forum's Final Specifications, test procedures or certifications programs. The Forum also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Final Specifications, or test procedures of the Forum or with the Forum's certification program.
9. During the course of the activities of or sponsored by the Forum, Members should refrain from disclosing information to any other Member that is not reasonably related the legitimate purposes of such activities.
10. The Forum and its Members, in connection with their participation in the Forum, will not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.
11. Nothing in the Forum's Bylaws, IPR Policy or other document or policy will be construed as restricting the right of any Member of the Forum to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Members or the Forum.

- 12.** To the extent that it furthers the purposes of the Forum, as set forth in its corporate documents, joint research and development by two or more of its Members and/or representatives thereof will be permissible, provided that such joint research and development for the Forum will be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular will exclude the following activities:
- a.** the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
  - b.** any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of the Forum of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
  - c.** any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of the Forum in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the Forum, or representative thereof, or of the results of such joint research and development.
- 13.** The Forum and each Member, in connection with the activities of the Forum, will use their best reasonable efforts to comply in all respects with the Antitrust Laws.
- 14.** These Guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws will control.
- 15.** These Guidelines will be promulgated to all Members in the Forum. All Members will abide by these Guidelines.

Duly adopted by the Board of Directors of the Innovative Optical and Wireless Network Global Forum on January 23, 2020.