

**BYLAWS OF  
OPEN NETWORKING FOUNDATION**  
(An Oregon Nonprofit Corporation)

**SECTION 1: DEFINITIONS**

**SECTION 1.1** “Affiliate” or “Affiliates” shall mean, with respect to any Member, an entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Member. For purposes of this definition, the term “Control” (including the correlative meanings of the terms “Controlled by” and “under common Control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the policies, operations, or activities of an entity, whether by law or agreement, through the ownership of, or right to vote or to direct the disposition of, securities of such entity, or otherwise. An entity is an Affiliate only so long as Control exists.

**SECTION 1.2** “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

**SECTION 1.3** “Corporation” shall mean Open Networking Foundation, an Oregon nonprofit corporation.

**SECTION 1.4** “Executive Director” shall mean an officer of the Corporation, appointed by the Board of Directors, whose duties and responsibilities are set forth in Section 7.8, below.

**SECTION 1.5** “Member” or “Members” shall mean a general reference to all dues paying participant companies who have so qualified for such classifications pursuant to the provision of these Bylaws. There will be two member classifications: ‘Partner’ and ‘Innovator.’ Section 16.1 contains a description of these classifications, which may be modified upon an amendment to these Bylaws. Member shall not mean a “member” as that term is defined under ORS 65.001(28), since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act.

**SECTION 2: OFFICES**

**SECTION 2.1 PRINCIPAL OFFICE**

The principal office of the Corporation shall be located at 1211 SW Fifth Avenue, Suite 1900, Portland, Oregon 97204, Attn: Arnold Brown.

**SECTION 2.2 CHANGE OF ADDRESS**

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

**SECTION 2.3 OTHER OFFICES**

The Corporation may also have offices at such other places, within or without the State of Oregon, 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 3: PURPOSES AND POWERS**

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

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

## SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

As a nonprofit, mutual benefit corporation, the purpose of the Corporation is to promote the development and use of Software-Defined Networking (“SDN”) technologies. These SDN technologies embody two basic principles:

(a) **Software-Defined Forwarding:** Forwarding functionality should be controllable by software through an open interface. This can be achieved with hardware that accepts from software a set of *<header template, forwarding action>* entries, where the designated forwarding actions (such as forward out a particular port, or drop) are applied to packets with headers matching the template (which can contain wildcards). OpenFlow ([www.openflowswitch.org](http://www.openflowswitch.org)) is an example of such a hardware interface.

(b) **Global Management Abstractions:** Networks should support a basic set of global management abstractions upon which more advanced management tools can be built. These global management abstractions might include, for example: a global view of the network, triggers on network events (such as topology changes or new flows), and the ability to control network elements by inserting entries into their hardware forwarding tables.

In pursuit of its basic goal of promoting SDN technologies, the Corporation’s activities will include open source development, coordination (in the development of the relevant technologies), standardization (of the resulting interfaces), and advocacy (of their use). By doing so, the Corporation will help ensure that the development of Software-Defined Networking technologies is synergistic and leads to well-defined and vendor-agnostic industry standards for the fundamental interfaces. In addition, the Corporation will test the interoperability of various implementations of these interfaces and encourage the development of new features on top of these interfaces. The Corporation will not, however, endorse specific implementation of these interfaces. While the Corporation is free to choose any appropriate technology, it is assumed is that OpenFlow will be the starting point for the forwarding interface. As such, the Corporation will take over the process for specifying, prototyping, and standardizing OpenFlow from Stanford University and the OpenFlow Switching Consortium.

## SECTION 3.3 GENERAL POWERS

The Corporation has perpetual duration, but may be dissolved at any time upon a unanimous vote of all members of the Board of Directors, minus one (1). The Corporation has the power to do all things necessary or convenient to carry out its affairs consistent with the exercise of all the rights and powers conferred on a nonprofit, mutual benefit corporation under the laws of the State of Oregon.

## SECTION 3.4 COMPLIANCE WITH ANTITRUST LAWS

Each of the Members of the Corporation is committed to fostering competition in the development of products and services, and any technical specifications proposed to be developed by the Corporation are intended to promote such competition. Each Member further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that each Member and its representatives act in a manner that does not violate any applicable state, federal, or international antitrust laws or regulations. Each Member acknowledges and agrees to comply with the Antitrust Guidelines of the Corporation, as they may be revised from time to time.

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 standards and

to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

The Corporation shall appoint and maintain counsel to provide antitrust advice to the Corporation, and to take reasonable steps to actively supervise the Corporation's compliance with the Antitrust Laws, including where appropriate attendance at meetings of the Board of Directors or of a Committee (the "Antitrust Counsel"). The Antitrust Counsel shall be: (i) a lawyer who is admitted to practice law in the District of Columbia or in one or more States of the United States, and who is not employed by and does not represent any Member in matters related to the Corporation; or (ii) a law firm that employs a lawyer who is admitted to practice law in the District of Columbia or in one or more States of the United States, and that does not represent any Member in matters related to the Corporation.

## **SECTION 4: BOARD OF DIRECTORS AND COMMITTEES OF BOARD OF DIRECTORS**

### **SECTION 4.1 NUMBER AND ELECTION**

The Board of Directors shall consist of between three (3) and thirteen (13) persons (each, a "Director").

Directors shall be elected by the Board of Directors by the affirmative vote of at least a majority of a quorum of the Board of Directors, except that one (1) Director may be elected at an annual election by the Members ("Annual Election"); such seat shall be filled by a nominee representing the Members (the "Elected Director"). Unless the Elected Director dies, resigns, or is removed, the Elected Director's term shall be for one (1) year, or until his or her successor is elected, whichever is later.

The election of the Elected Director shall be conducted as follows:

(a) Members wishing to have a representative nominated for election must provide written notice of the same to the Board of Directors not less than twenty (20) days prior to the Annual Election date ("Annual Election Date"). Such notice shall include a brief description of the qualifications of the nominee, contact information for the nominee, the nominee's affiliation with the Member. No Member may nominate more than one (1) employee or representative or have more than one (1) employee or representative elected to the Board of Directors at any given time; for purposes of these Bylaws, a Member and its Affiliates shall be deemed as one (1) Member.

(b) The Annual Election Date shall be established by the Board of Directors and shall occur each year. Notice of the Annual Election Date shall be provided to Members not less than thirty (30) days prior to the Annual Election Date.

(c) At such time as all nominees for the Elected Director are known, but in no event later than the date specified for notice of the Annual Election, the Executive Director shall provide each Member with a written slate containing the names of all nominees properly submitted for the Annual Election. Voting for the Elected Director shall be either by electronic voting mechanism or by written ballot completed at a Meeting of the Members. Each Member may cast one (1) vote. For purposes of this Section 4.1, a Member and its Affiliates shall be deemed as one (1) Member. The nominee receiving the highest number of votes shall be elected.

(d) In the event of a tie between two (2) or more nominees seeking election to the Board of Directors, the existing members of the Board of Directors shall, via plurality vote, break any and all ties in the election of the Elected Director.

(e) In the event of a vacancy of the Elected Director, the Board of Directors may fill the vacancy with a representative of the Members by the affirmative vote of at least a majority of a quorum of the Board of Directors; such interim Elected Director would serve until the next Annual Election Date.

## SECTION 4.2      POWERS AND DUTIES

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

It shall be the duty of the Board of Directors to:

- (a) perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- (b) appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the Corporation;
- (c) supervise all officers, agents, and employees of the Corporation to assure that their duties are performed properly;
- (d) meet at such times and places as required by these Bylaws;
- (e) register their addresses with the Executive Director of the Corporation, which addresses shall be used for notices of meetings given in accordance with Section 5.4;
- (f) elect annually a Chairman of the Board to preside over the Board of Directors' meetings or to take such action as may be agreed upon by the Board of Directors;
- (g) establish, charter, modify charter, and disband Work Groups (as defined in Section 8.1), as appropriate to conduct the work of the Corporation;
- (h) adopt procedures to govern the operations of Work Groups or, if necessary, procedures to govern the operations of specific Work Groups ("Work Group Procedures" or "Work Group Specific Procedures," as applicable);
- (i) establish policies and procedures for the consideration and adoption of technical specifications, provided, however, that no such technical specifications may be developed or adopted by the Corporation until such time as the Board of Directors has adopted an intellectual property rights policy ("IPR Policy") pursuant to a vote in accordance with Section 4.2(n), below;
- (j) consider for approval or rejection the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;
- (k) make a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in the Bylaws and the need to continue the existence of the Corporation going forward;
- (l) establish or revise membership classes, the rights and privileges for each class of Members, and the annual dues required to be paid by each class of Members;
- (m) adopt all forms of agreement by which the Corporation shall be bound;
- (n) adopt and modify the Bylaws or the IPR Policy, each subject to an affirmative vote of not less than two-thirds (2/3) of all members of the Board of Directors, with such adopted or modified Bylaws or IPR Policy not becoming effective without a minimum of thirty (30) days' prior written notice to the Members; and

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

### **SECTION 4.3 QUALIFICATION**

Directors must either (a) be senior level employees or other senior representatives of a Member, (b) an independent Director unassociated with a Member company provided such independent Director first executes a non-disclosure agreement in a form acceptable to the Corporation, or (c) an employee or representative of a Member elected by the Members at the Annual Election. All Directors must be individuals. No Member may have more than one (1) representative on the Board of Directors at any given time. The Corporation shall have no more than two (2) independent Directors unassociated with a Member company at any time. For purposes of these Bylaws, a Member and its Affiliates shall be deemed as one (1) Member.

### **SECTION 4.4 ELECTION OF CHAIRMAN**

At the organizational meeting of the Corporation and at all Annual Meetings thereafter, the Directors shall elect a Chairman of the Board by majority vote. The Chairman of the Board may also act as the President of the Corporation. In the event that the Chairman steps down for any reason, the Board of Directors shall elect a new Chairman of the Board.

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

Unless the Director dies, resigns, or is removed, each Director shall serve until the Director's successor is elected, except as otherwise provided for in Section 4.1 for Elected Directors.

### **SECTION 4.6 VACANCIES AND RESIGNATIONS**

(a) Vacancies on the Board of Directors shall exist: (1) whenever the number of authorized Directors is increased; (2) whenever a Director dies or resigns from the Board of Directors; (3) whenever a Director resigns from or is terminated from his or her employment with a Member; (4) whenever the Member that employs the Director terminates its membership or has its membership terminated; and (5) whenever a Director is removed from the Board of Directors.

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

(c) A person elected to fill a vacancy on the Board of Directors shall hold office until the end of the term of the individual being replaced or until his or her successor is elected.

(d) In the event that two (2) or more Directors' Member organizations are merged or a Director's Member organization is acquired by another Director's Member organization, the surviving Member shall designate which of the Directors is to remain on the Board of Directors and the other Director or Directors will be removed from the Board of Directors immediately upon the closing of the acquisition or merger.

(f) Directors shall be replaced via election by the Board of Directors by the affirmative vote of at least a majority of a quorum of the Board of Directors.

## **SECTION 4.7      COMPENSATION**

Directors shall serve without compensation by the Corporation. Subject to Section 7.9, nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested Directors.

## **SECTION 4.8      CHAIRPERSON OF THE BOARD**

The Directors shall elect a Chairperson of the Board to preside at all meetings of the Board of Directors and to perform other duties prescribed by the Board of Directors. The Chairperson of the Board shall be elected from among the Directors at the first meeting of the Board of Directors, and at each Annual Meeting of the Board of Directors thereafter, by the affirmative vote of a majority of the total number of Directors.

The Board of Directors may remove the then-current Chairperson of the Board, with or without cause, upon the affirmative vote of two-thirds (2/3) of the total number of Directors. A Director's removal as the Chairperson of the Board may not act as a removal of the Director from the Board of Directors without further action as provided for under these Bylaws. In the event that the Chairperson of the Board steps down or is removed for any reason, the Board of Directors shall elect a new Chairperson of the Board.

## **SECTION 4.9      EXECUTIVE COMMITTEE**

In the event and so long as there are seven (7) or more directors of the corporation, there shall be an Executive Committee composed of the following:

- (a) The Executive Director of the corporation;
- (b) The Chairperson of the Board; and
- (c) Up to three (3) members of the Board of Directors elected by a majority of the Board of Directors to serve on the Executive Committee, with one of the initial directors on the Executive Committee being Nick McKeown. In the event there are more than two (2) persons running for any one open seat on the Executive Committee, and no candidate achieves a majority vote, then a second round of voting will take place between the top two vote getters for any open seat.

To be eligible to serve on the Executive Committee, each member thereof at all times during his or her service on the Executive Committee shall be a duly elected and incumbent member of the Board of Directors. Each member of the Executive Committee shall have a term of two years, and may serve as a member of the Executive Committee for successive terms.

The Executive Committee shall have and may execute all of the authority and powers of the Board in its management of business and affairs of the corporation, except that it shall not have the authority of the Board of Directors in reference to amending, altering or repealing the Articles or Bylaws; electing, appointing or removing any member of any committee or any director of the corporation; amending the Articles of Incorporation; restating the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not

operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him/her by law.

The Executive Committee may establish procedures for making decisions including voting procedures that are consistent with these Bylaws and applicable laws. In addition, in connection with any action delegated to the Executive Committee, the Executive Committee may poll the Board of Directors in person or electronically regarding the position of the Board of Directors or otherwise solicit input or feedback. The Executive Committee will provide periodic notices to the full Board of Directors regarding its decisions and actions.

#### **SECTION 4.10 COMPENSATION COMMITTEE**

The Board of Directors may establish a Compensation Committee of the Board of the Directors composed of Board members. If established, the Compensation Committee will review any proposal made by Corporation as to matters specified below, and recommend to the Board of Directors adoption, amendment or rejection of each such proposal:

- (a) Any proposal as to the annual salary, bonus, incentive compensation, and other benefits, both direct and indirect of employees or consultant of the Corporation; and
- (b) Any proposal as to (1) goals and objectives relevant to evaluation of each employee's or consultant's compensation or (2) any evaluation of each employee's or consultant's performance in light of previously adopted goals and objectives.

#### **SECTION 4.11 BUDGET REVIEW COMMITTEE**

The Board of Directors may establish a Budget Review Committee of the Board of the Directors composed of Board members. If established, the Budget Review Committee will review any proposal made by Corporation as to matters specified below, and recommend to the Board of Directors adoption, amendment or rejection of each such proposal:

- (a) Any proposal as to the annual budget of the Corporation; and
- (b) Any review or proposal as to an audit of the Corporation's financial reports.

### **SECTION 5: MEETINGS AND ACTION OF BOARD**

#### **SECTION 5.1 PLACE OF MEETINGS**

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

#### **SECTION 5.2 ANNUAL MEETINGS**

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of the Members.

#### **SECTION 5.3 SPECIAL MEETINGS**

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

## **SECTION 5.4 NOTICE OF MEETINGS**

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

(a) Annual Meetings. The Executive Director of the Corporation shall give at least one hundred twenty (120) days' prior notice to each Director.

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

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

## **SECTION 5.5 QUORUM FOR MEETINGS**

A quorum of the Board of Directors shall consist of fifty percent (50%) of the total current number of Directors. In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

## **SECTION 5.6 BOARD ACTION AND VOTING**

Unless the Articles of Incorporation, these Bylaws, or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board of Directors, every act or decision done or made upon an affirmative vote of not less than a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors.

## **SECTION 5.7 CONDUCT OF MEETINGS**

(a) Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or in his or her absence, by an acting chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board of Directors; provided that, in his or her absence, the Chairperson of the Board or acting chairperson shall appoint another person to act as secretary of the Meeting.

(b) A Director may designate an alternate representative to the Board of Directors and such representative may attend a Board of Directors' meeting and vote in place of an absent Director should a Director be unavailable to attend the meetings; provided however, such alternate representative shall be an employee of the same Member as the Director. Should neither the Director nor the alternate representative be available for any meeting, a Director may designate another alternate representative from the same Member entity to attend a Board of Directors' meeting and to vote in place of the absent Director pursuant to a written notice signed by the absent Director and delivered to the Board of Directors.

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

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

(d) 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 5.7 constitutes presence in person at such meeting.

## **SECTION 5.8 BOARD ACTION WITHOUT A MEETING**

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

## **SECTION 6: NONLIABILITY AND INDEMNIFICATION OF BOARD**

### **SECTION 6.1 NONLIABILITY OF DIRECTORS**

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

### **SECTION 6.2 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS**

(a) The Corporation shall indemnify an individual 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) because the individual is or was a Director of the Corporation against liability incurred in the action, suit, or proceeding to the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended.

(b) The Corporation shall pay for or reimburse the reasonable expenses incurred by a Director who is a party to an action, suit, or proceeding in advance of final disposition of the action, suit, or proceeding to the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended.

(c) No Amendment to this Section 6.2 that limits the obligation of the Corporation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) This Section 6.2 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of Directors, or otherwise, both as to action in any official capacity and action in any other capacity while holding office or while an employee or agent of the Corporation.

### **SECTION 6.3 INSURANCE FOR CORPORATE AGENTS**

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

## **SECTION 7: OFFICERS**

### **SECTION 7.1 DESIGNATION OF OFFICERS**

The officers of the Corporation shall be a President, a Secretary, a Treasurer, and an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors. With the exception of the Executive Director, all officers shall be an employee of a Member. Nothing provided for herein shall prevent one (1) person from holding more than one office on behalf of the Corporation.

### **SECTION 7.2 ELECTION AND TERM OF OFFICE**

With the exception of the Executive Director, who shall be appointed pursuant to Section 7.8, below, all officers shall be elected by ballot, written or oral, of the Directors. The candidate receiving a plurality of the ballots cast shall be elected to the officer position in question. Each officer shall hold office until he or she dies, resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

### **SECTION 7.3 REMOVAL AND RESIGNATION**

The Board of Directors may remove any officer from his or her elected office, with or without cause, at any time upon the affirmative vote of not less than three-quarters (3/4) of the total number of Directors. An officer shall automatically be removed if (a) the Member that employs the officer terminates its membership or has its membership terminated; or (b) the officer resigns from or is terminated from employment by the Member employing the officer at the time of the officer's appointment. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary, or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The provisions of this Section 7.3 shall 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 7.4 VACANCIES**

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

### **SECTION 7.5 DUTIES OF PRESIDENT**

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

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

## **SECTION 7.6            DUTIES OF SECRETARY**

The Secretary shall:

- (a) certify and keep at the principal office of the Corporation the original, or a copy, of the Articles of Incorporation and these Bylaws, each as amended or otherwise altered to date;
- (b) keep at the principal office of the Corporation or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, all meetings of the Members, and, if applicable, meetings of committees of the Directors or Members, recording therein the time and place of each meeting, 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;
- (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and advise the Members in writing of all results of any appointment of Directors;
- (d) be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation;
- (e) keep at the principal office of the Corporation a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, record such fact in the membership book together with the date on which such membership ceased;
- (f) exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation; and
- (g) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board of Directors.

## **SECTION 7.7            DUTIES OF TREASURER**

The Treasurer shall:

- (a) have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors;
- (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 his or her agent or attorney, on request therefore;
- (f) render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation;

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

(h) in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board of Directors.

## **SECTION 7.8 EXECUTIVE DIRECTOR**

The Executive Director shall be appointed via vote of not less than three-quarters (3/4) of the total number of Directors. Upon their appointment, the Executive Director shall affirm in writing that they will comply by the provisions of these Bylaws and any IPR Policy of the Corporation as if they were Members. The Executive Director shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including, but not limited to:

- (a) schedule and set up meetings;
- (b) facilitate communication between Members, including providing timely notices of meetings;
- (c) act as the liaison to other consortia or associations with which the Corporation may choose to associate;
- (d) provide Members with timely summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director;
- (e) receive and process Membership Agreements, and execute them on behalf of the Corporation;
- (f) perform any acts or duties relating to the Corporation's status as exempt from Federal income tax under Section 501(c)(6) of the Code; and
- (g) in general, perform all duties incident to the office of Executive Director and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board of Directors.

## **SECTION 7.9 COMPENSATION**

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

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

## **SECTION 8: WORK GROUPS AND PROJECTS**

### **SECTION 8.1 WORK GROUPS AND PROJECTS**

The Corporation shall have such committees as may from time to time be designated upon vote of the Board of Directors ("Work Groups"). The Corporation may establish projects ("Projects") from time to time to address work activity not otherwise covered by the Work Groups.

Meetings and actions of Work Groups shall be governed by, noticed, and held in accordance with written Work Group Procedures to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Work Group Procedures. Each Work Group may, through its chairperson, propose specific procedures to govern that Work Group and such specific procedures shall be subject to ratification by the Board of Directors. Work Group Specific Procedures not otherwise incorporated into the general Work Group Procedures adopted by the Board of Directors shall apply only to the Work Group proposing such procedures. The Work Group procedures shall require a two thirds (2/3rds) majority vote of all members of the Work Group to approve any and all technical specifications.

Meetings and actions of Projects shall be governed by the terms included herein, and by the terms of the Project Charter. Every Project of the Corporation shall have a Project Charter, and the Project Charter shall be approved by the Project Review Committee. The Project Review Committee shall be appointed by the Board of Directors and such committee may contain Board members and other persons active in the Corporation; if the Board of Directors has not appointed a Project Review Committee then the Board may approve Project Charters.

## **SECTION 8.2 MEETINGS AND ACTIONS OF WORK GROUPS**

(a) Formation. The Board of Directors may approve the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group and the Members that initially desire to participate in such Work Group. The Board of Directors shall, by a simple majority vote: (1) approve or disapprove the formation of each Work Group; (2) approve or disapprove the charter of each Work Group; and (3) appoint the initial and any replacement chairperson of each Work Group from among the Member's representatives. The chairperson of each Work Group shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint the chairperson.

Without limiting the powers of the Board of Directors as stated in these Bylaws, all output of Work Groups, including technical specifications, shall be subject to review and approval by the Board of Directors in accordance with the terms of these Bylaws prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members.

(b) Composition. The Board of Directors may propose candidates for membership in the Work Group and shall be entitled to vote upon any output or action of a Work Group. Any Member in good standing may join any Work Group; provided, however, that the Board of Directors may, from time to time, develop and adopt objective minimum standards for membership in Work Groups as part of its Work Group Procedures or Work Group Specific Procedures.

(c) Record of Activities. Each Work Group shall elect a secretary or other person to document and record accurately and completely the Work Group's activities.

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

(e) Removal from Work Groups. The then-current Work Group Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

(f) Licensing Terms of Work Groups. The Board of Directors may adopt licensing terms applicable to specific Work Groups, which shall be established within the Work Group Procedures; provided that if such licensing terms are established Members participating in such Work Groups shall be

required to sign a participation agreement or Work Group Procedures acknowledgement document that contains a description of licensing terms applicable to the Work Group.

### **SECTION 8.3 MEETINGS AND ACTIONS OF PROJECTS**

(a) Formation. The Board of Directors may approve the establishment of one (1) or more Projects to perform activities of the Corporation. Projects shall adopt charters (each a “Charter”) that specify the operations of the Project.

(b) Composition. The Project Charter shall specify purpose and activities of the Project as well as the method of appointing or electing a Project leader and establishing members of the Project. Any Member in good standing may join any Project; provided, however, that the Project Charter may specify objective minimum standards for membership in Projects.

(c) Meetings. Where practical, *Robert’s Rules of Order* shall be used as a guide in the conduct of meetings.

### **SECTION 8.4 SOFTWARE PROJECTS**

The Board of Directors may approve the establishment of one (1) or more software projects. The Board of Directors may approve a software project with a defined charter, license terms (in addition to the licensing provisions described in Section 18.1 that are applicable to Open Source Software) and governance rules; or the Board of Directors may approve a software project with description of the development purpose and without a defined charter and governance rules, in such case, the Board will appoint a head maintainer for the project (the “Maintainer”). The Maintainer will coordinate the contributions of contributors, the hosting of the software project, and the establishment of any governing procedures. The Maintainer will determine practices for releases of updates. The Maintainer will propose a license to apply to the software developed in or contributed to the software project. The Board of Directors shall approve all such license proposals so long as they meet the requirements contained in Section 18.1. If the Maintainer resigns or is removed, the Board will appoint a new Maintainer. The Board may remove a Maintainer by majority vote in accordance with the Bylaws.

## **SECTION 9: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### **SECTION 9.1 EXECUTION OF INSTRUMENTS**

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

### **SECTION 9.2 CHECKS AND NOTES**

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

### **SECTION 9.3 DEPOSITS**

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

## **SECTION 10: CORPORATE RECORDS AND REPORTS**

### **SECTION 10.1 MAINTENANCE OF CORPORATE RECORDS**

The Corporation shall keep at its principal office:

(a) minutes of all meetings of the Board of Directors, all meetings of committees of the Board of Directors, all meetings of any Work Group, 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;

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

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

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

### **SECTION 10.2 INSPECTION RIGHTS**

Subject to such confidentiality and nondisclosure requirements as the Board of Directors may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members currently designated in Section 16.1 as paying the highest annual dues shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records, and properties of this Corporation as may be required under the Articles of Incorporation, these Bylaws, and provisions of law.

### **SECTION 10.3 RIGHT TO COPY AND MAKE EXTRACTS**

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Section 10 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

### **SECTION 10.4 PERIODIC REPORT**

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

## **SECTION 11: IRC 501(c)(6) TAX EXEMPTION PROVISIONS**

### **SECTION 11.1 LIMITATION ON ACTIVITIES**

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

### **SECTION 11.2 PROHIBITION AGAINST PRIVATE INUREMENT**

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

### **SECTION 11.3      DISTRIBUTION OF ASSETS**

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more “Qualified Organizations,” as defined below, as the Board of Directors shall determine. For purposes of this Section 11.3, “Qualified Organization” shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational, or other purposes meeting the requirements for exemption provided by Oregon Revised Statute Section 317.080, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

### **SECTION 12: AMENDMENT OF BYLAWS**

Except where otherwise provided for in individual sections herein, these Bylaws may only be altered, amended, or repealed, and new Bylaws adopted, upon an affirmative vote of not less than three-quarters (3/4) of all members of the Board of Directors. No amendment of the Bylaws shall become effective except upon thirty (30) days’ prior written notice to all Members of the amendment to the Bylaws.

### **SECTION 13: CONSTRUCTION AND TERMS**

(a) If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, the provisions of the Articles of Incorporation shall govern.

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

(c) All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation filed with an office of the State of Oregon and used to establish the legal existence of the Corporation.

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

### **SECTION 14: MEMBERSHIP PROVISIONS**

#### **SECTION 14.1      DETERMINATION AND RIGHTS OF MEMBERS**

Although the Corporation shall have no members as defined under the Oregon Nonprofit Corporation Act the Corporation shall have such classes of membership as defined by the Board of Directors, including the classifications set forth in Section 16.1, below. No Member shall hold more than one (1) membership in the Corporation. For purposes of this Section a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Membership Agreements, the Articles of Incorporation, these Bylaws, or provisions of law, all Members shall have the rights, privileges, restrictions, and conditions established by resolution of the Board of Directors.

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

#### **SECTION 14.2 QUALIFICATIONS FOR MEMBERSHIP**

Membership in the Corporation is available to any for-profit corporation, nonprofit corporation, or other entity supportive of the Corporation's purposes and not otherwise prohibited by treaty, law, or regulation from abiding by the terms of the Articles of Incorporation, these Bylaws, the Membership Agreement, and the Antitrust Guidelines of the Corporation and who pays the then current annual dues applicable to its membership classification. Additionally, each Member hereby agrees that it will not unreasonably overpopulate the membership of any Work Group of the Corporation for the purpose of obstructing the purpose of the Corporation or the progress or purpose of that Work Group.

#### **SECTION 14.3 ADMISSION TO MEMBERSHIP**

Applicants qualified under Section 14.2, above, shall be admitted to membership upon (a) the applicant agreeing to the terms of the Articles of Incorporation, Bylaws, and Antitrust Guidelines of the Corporation; and (b) the Corporation and the applicant executing a Membership Agreement and the applicant paying the fees specified therein for the applicable membership classification.

#### **SECTION 14.4 FEES AND DUES**

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

#### **SECTION 14.5 NUMBER OF MEMBERS**

There is no limit on the number of Members the Corporation may admit.

#### **SECTION 14.6 MEMBERSHIP ROLL**

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

#### **SECTION 14.7 NONLIABILITY OF MEMBERS**

No Member of this Corporation, as such, shall be liable, either individually or together with any other person, for the debts, liabilities, or obligations of the Corporation.

## **SECTION 14.8 NONTRANSFERABILITY OF MEMBERSHIPS**

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

## **SECTION 14.9 TERMINATION OF MEMBERSHIP**

All rights of a Member in the Corporation shall cease on termination of membership as provided in this Section 14.9. A Member terminated from the Corporation shall not receive any refund of dues already paid for the then-current dues period. The membership of a Member shall terminate in the following circumstances:

(a) Upon a failure to initiate or renew membership by paying dues on or before their due date. A termination under this Section 14.9(a) is effective thirty (30) days after a written notification of delinquency is delivered personally or mailed to such Member by the Secretary or Executive Director of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

(b) Upon fifteen (15) days' written notice from the Member to the Board of Directors. Should the Member terminate its membership during the thirty (30) day notice period of the adoption of an IPR Policy pursuant to Section 4.2(n) for the stated reason that they are unwilling to be bound by the same, then the Corporation shall provide the Member with a refund of dues paid for the current membership year, prorated for the period left in that membership year.

(c) Upon unanimous vote of all disinterested Directors, minus one (1) when such Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures, and duties of membership herein, including the qualifications for Membership as stated in Section 14.2, above.

(d) Upon a Member's dissolution.

(e) In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) membership and one (1) vote in any vote of the Members thereafter. The former voting Member may, however, upon written notice to the Board of Directors, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof.

## **SECTION 15: MEETINGS OF MEMBERS**

### **SECTION 15.1 PLACE OF MEETINGS**

Meetings of Members shall be designated from time to time by resolution of the Board of Directors, which resolution shall specify the meeting place and time. At the discretion of the Board of Directors, meetings may be held in person, by audio, document, or videoconferencing techniques, or by any other means or combinations thereof in which meetings of the Board of Directors may be held.

### **SECTION 15.2 ANNUAL AND REGULAR MEETINGS**

The Annual Meetings of Members shall be held for the purpose of conducting such business as may come before the meeting. Each of the Annual Meetings of Members shall be deemed a regular meeting. Other regular meetings shall be held on dates and at times determined by the Board of Directors.

### **SECTION 15.3 SPECIAL MEETINGS OF MEMBERS**

Special Meetings of the Members for any purpose shall be called by the Board of Directors, or by written request of not less than three-quarters (3/4) of the Members.

### **SECTION 15.4 NOTICE OF MEETINGS AND WAIVER**

(a) Notice. Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of regular meetings shall be provided not less than thirty (30) days in advance of the meeting. In the case of a special meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) days before the date of the meeting. Notice of the meeting for the Annual Election, with the written slate containing the names of all nominees properly submitted for the Annual Election, shall be provided not less than fourteen (14) days before the date of the meeting

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

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

### **SECTION 15.5 QUORUM FOR MEETINGS OF MEMBERS**

Those Members present at a properly noticed meeting of the Members shall constitute a quorum.

### **SECTION 15.6 MEMBER ACTION**

Every act or decision done or made by a majority of Members present at a properly noticed meeting of Members is the act of the Members. Member action shall be advisory in nature only and shall not be binding upon the Board of Directors.

### **SECTION 15.7 MEMBER ACTION AT MEETINGS**

Each Member shall have one (1) vote on each matter submitted to a vote by the Members. The Member's designated employee shall do all voting in person, not by proxy. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing, or teleconferencing, unless otherwise required. Results of all ballots shall duly be distributed to all Members by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes.

### **SECTION 15.8 ACTION BY WRITTEN BALLOT**

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or special Meeting of Members may be taken without a

meeting or in conjunction with a meeting if the Corporation distributes a written ballot to each Member entitled to vote.

The ballot shall:

- (a) set forth the proposed action and/or slate of candidates;
- (b) provide an opportunity to select individuals or specify approval or disapproval of each proposal or a vote for candidates, as appropriate;
- (c) indicate the number of responses needed and the percentage of approvals necessary to pass the measure submitted; and
- (d) specify the date by which the ballot must be received by the Corporation in order to be counted. The date set shall afford Members a reasonable time within which to return the ballots to the Corporation.

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

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

## **SECTION 15.9 CONDUCT AND ORGANIZATION OF MEETINGS**

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

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

## **SECTION 16: MEMBERSHIP CLASSIFICATIONS**

### **SECTION 16.1 MEMBERSHIP CLASSIFICATIONS**

The Corporation shall have multiple membership classifications. The Board defines and may modify the membership levels, required dues and/or other obligations, and associated benefits for the various membership levels. The Board may adopt additional classifications for participants that are not members, and such participants will not have the same or equal rights of Members and will not require the payment of annual dues. In no event will parties participating in such classifications be considered Members for the purpose of these Bylaws.

The membership classifications are listed in the table below. The Board may establish a more detailed description of the rights and privileges of each classification of membership, provided it shall make such information available to all Members through a website or otherwise distribute a notice to the

Members regarding any addition or change to the description of the rights and privileges of each classification of membership.

<b>Classification of Membership</b>	<b>Description of Rights</b>
Partner (highest dues)	<ul style="list-style-type: none"> <li>• Influence direction</li> <li>• Investment guidance</li> <li>• Access to member programs</li> </ul>
Innovator	<ul style="list-style-type: none"> <li>• Access to member programs</li> </ul>

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

## **SECTION 17: CONFIDENTIALITY**

### **SECTION 17.1      LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION**

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

### **SECTION 17.2      CONFIDENTIAL INFORMATION**

From time to time a Member may deem it necessary to disclose information to the other Members which such Member considers confidential or proprietary (“Confidential Information”). In such instances the relevant information may be disclosed as the Confidential Information of the disclosing party if the information is specifically designated as such at the time of disclosure; provided, however, that inadvertent disclosures of Confidential Information not otherwise designated as such may be remedied by timely notification to all Members to whom such Confidential Information has been disclosed (in accordance with the notification process in this Section 17) of the disclosing Member’s intention to maintain the confidentiality of the same to the extent that the receiving Members have not yet disseminated the subject information outside of their organization. Any such designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Members with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by the Corporation, such Member shall allow publication the same. All information disclosed by Members prior to the date of this Agreement directly for the purposes of the Corporation shall be governed by the provisions of this Section 17.2. All information developed by the Corporation shall be deemed the Confidential Information of the Corporation and subject to the terms hereof until made publicly available. All works in progress, including Member submissions, Corporate personnel matters, minutes of Board of Directors’ meetings, minutes of Committees and Work Groups and attorney work product of the Corporation’s attorney shall in all cases be deemed Confidential Information of the Corporation and subject to the terms hereof.

### **SECTION 17.3      NONDISCLOSURE**

With respect to Confidential Information of a Member and/or of the Corporation, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Section 17. The foregoing obligation shall not apply to any information which is: (1) rightfully known by the receiving party without any limitation on use or disclosure prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval.

With the exception of Contributions, as defined in Section 18.1, below, upon reasonable notice given within the nondisclosure period stated in the first paragraph of this Section 17.3, above, a disclosing Member may demand the return or destruction of all copies of Confidential Information by the Corporation or its Members.

It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this Section 17.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

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

### **SECTION 17.4      CORPORATION INFORMATION**

Except as set forth in the Membership Agreements of the Corporation, all public disclosures regarding the existence, membership and activities of the Corporation must be approved by the Board of Directors. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Corporation and its activities. If a Member shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

### **SECTION 17.5      SURVIVAL**

After withdrawal, termination or nonrenewal as a Member, for any reason, a former Member has a continuing duty under this Section 17.

## **SECTION 18: TRADEMARKS AND COPYRIGHTS**

### **SECTION 18.1      COPYRIGHTS**

Each Member may contribute copyrightable materials to the Corporation via the activities of its representatives in the activities of the Corporation ("Contributions"). A Member wishing to make Contribution of software, shall first propose the licensing terms or terms of transfer under which it

proposes to make such a contribution for approval by the Board of Directors. It shall be the policy of the Corporation to accept Open Source Software licensed under terms substantially similar to the then current Apache 2.0 License. With regard to non-software Contributions to the Corporation, each Member and its Affiliates hereby grants to the Corporation and each Member and its Affiliates a worldwide, irrevocable, non-exclusive, non-transferable (except as otherwise provided in the Bylaws) sub-licensable, royalty-free copyright license to reproduce, create derivative works, distribute, display, and perform the Contributions of the Members solely for the purposes of developing and publishing copyrightable works on behalf of the Corporation. Subject to each Member's copyright ownership in its Contributions, the Corporation shall own all right, title, and interest in and to the compilation of Contributions forming the copyrightable works of the Corporation, and each Member and its Affiliates hereby grants the Corporation a copyright license to their Contributions to the extent those Contributions are incorporated into the copyrightable works of the Corporation sufficient to enable the Corporation to license the same to all other Members and their respective Affiliates. The licenses that a Member grants under this Section 18.1 shall survive any withdrawal from membership of such granting Member. For purposes of this Section 18.1, "Open Source Software" is computer code or programming subject to license terms that require such computer code or programming to be generally: (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge.

## **SECTION 18.2      TRADEMARKS**

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively, "Trademarks"), the Corporation shall notify the Members in writing (including a writing in electronic medium) of the proposal at least forty-five (45) days prior to such adoption. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members. Each Member agrees that unless it provides written notice to the Executive Director of that Member's challenge to the proposed Trademark prior to its adoption by the Board of Directors, then the Member and its Affiliates shall not assert against the Corporation or any Member any trademark or trade name rights they may have or thereafter possess in the proposed Trademarks. Each Member agrees not to use or adopt any trademarks for any product, service, guideline or specification likely to cause confusion with any of the Trademarks adopted by the Corporation, unless agreed by the Board of Directors. In no event shall the Corporation reference or adopt any trademark owned by a Member or its Affiliates in any Final Specification, or otherwise for use by the Corporation, without first obtaining the written authorization of the Member or its Affiliates, as applicable.

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**CERTIFICATE OF SECRETARY**

I hereby certify that:

(a) I am the duly appointed Secretary of Open Networking Foundation, an Oregon nonprofit corporation (the “Corporation”); and

(b) the foregoing Bylaws comprising 24 pages, including this page, constitute the Bylaws of the Corporation as duly amended and adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature