

## **EXHIBIT B**

### **BYLAWS**

#### **OF**

#### **CE Linux Forum (CELF)**

#### **A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

### **ARTICLE I DEFINITIONS**

**SECTION 1.1** “**Affiliate**” means a legal entity or association that directly or indirectly controls, is controlled by, or is under common control with another legal entity or association, so long as such control exists. For the purpose of this Section 1.1, “Control” means beneficial ownership of fifty (50%) percent or more of the voting stock or equity in a legal entity or association.

**SECTION 1.2** “**Appointed Member**” means a Member of the Corporation who so qualifies as an appointed member pursuant to the provisions of Section 4.3 of these Bylaws.

**SECTION 1.3** “**Architecture Group**” means a group of Members established by the Board pursuant to Sections 5.20(a) and 7.2 of these Bylaws, and is responsible for reviewing Proposed Specifications produced by Working Groups, reviewing Proposed Implementations on behalf of the Corporation, and other duties as set forth in these Bylaws.

**SECTION 1.4** “**Articles of Incorporation**” means the articles of incorporation of the Corporation, as may be amended from time to time in accordance with the provisions of the Articles of Incorporation and these Bylaws.

**SECTION 1.5** “**Associate Member**” means a Member of the Corporation who so qualifies as an associate member pursuant to the provisions of Section 4.4.

**SECTION 1.6** “**Board of Directors**” or “**Board**” means the board of Directors of the Corporation.

**SECTION 1.7** “**Board Simple Majority Vote**” means an act or decision done or made by the vote of more than one-half (1/2) of the Directors present at a meeting duly held at which a quorum is present.

**SECTION 1.8** “**Board Super Majority Vote**” means an act or decision done or made by two-thirds (2/3) or more vote of the Directors then in office. For purposes of the foregoing, an abstention shall not be counted as a vote.

**SECTION 1.9** “**Bylaws**” mean these Bylaws of the Corporation, as may be amended from time to time in accordance with the provisions of these Bylaws.

**SECTION 1.10**      **“Corporation”** means the CE Linux Forum.

**SECTION 1.11**      **“Director”** means an individual, designated by each Statutory Member as an individual representative of such Statutory Member, to act as a member of the governing body of the Corporation.

**SECTION 1.12**      **“Forum Source Tree”** means the set of source code incorporating the Linux Kernel, additional system libraries and programs, and other Reference Implementation source materials, which are published by the Corporation.

**SECTION 1.13**      **“Founding Member”** means either Matsushita Electric Industrial Co., Ltd. (hereinafter referred to as “MEI”) or Sony Corporation (hereinafter referred to as “Sony”), and both of them should be collectively referred to as “Founding Members”.

**SECTION 1.14**      **“Intellectual Property Rights Policy”** means the Corporation Intellectual Property Rights Policy, attached hereto as Attachment A, as may be amended from time to time in accordance with the provisions of these Bylaws.

**SECTION 1.15**      **“Internal Revenue Code”** means Internal Revenue Code of 1954, as from time to time amended, and to the corresponding provisions of any similar law subsequently enacted.

**SECTION 1.16**      **“Law”** means the California Nonprofit Corporation Law, as amended from time to time. All references to the Law are deemed to include corresponding provisions of any future California Nonprofit Corporation Law.

**SECTION 1.17**      **“Member”** means a Statutory Member (composed of Founding Members and Appointed Members) and Non-Statutory Member (composed of Associate Members, Supporting Members, and Special Supporting Members). Member can be a legal entity, association or individual executing the Membership Agreement and, in the case of a legal entity or association, any and all Affiliates of that legal entity or association.

**SECTION 1.18**      **“Membership”** means a status of the Member.

**SECTION 1.19**      **“Membership Agreement”** means the Membership agreement of the Corporation approved by a Board Super Majority Vote, subject to the more stringent provisions of applicable laws, and may be amended from time to time by a Board Super Majority Vote in accordance with the provisions of the Membership Agreement.

**SECTION 1.20**      **“Membership Fee”** means the annual Membership fee as set forth in the Membership Agreement, or as may be set from time to time in accordance with the provisions of the Bylaws.

**SECTION 1.21**      **“Member Input”** means any suggestions, comments, recommendations, feedback, edits, computer code, or proposals made by a Member to the Board of Directors, the

Architecture Group, a Working Group, or a Standing Group, whether the Member Input is imparted in writing, orally or in any other form.

**SECTION 1.22** “**Member Simple Majority Vote**” means an act or decision done or made by the vote of more than one-half (1/2) of the Statutory Members present at a meeting duly held at which a quorum is present.

**SECTION 1.23** “**Member Super Majority Vote**” means an act or decision done or made by two-thirds (2/3) or more vote of the then-current Statutory Members. For purposes of the foregoing, an abstention shall not be counted as a vote.

**SECTION 1.24** “**Necessarily Infringed**” means it is not possible to avoid infringing a Patent Claim because there is no technically plausible non-infringing alternative for implementation.

**SECTION 1.25** “**Non-Statutory Member**” means a Member of the Corporation that is not a member within the meaning of Section 5056 of the Law, and shall include Associate Members, Supporting Members, and Special Supporting Members.

**SECTION 1.26** “**Patent Claim**” means a claim of a patent or patent application, throughout the world, excluding design patents and design registrations, owned or controlled by a Member (or its Affiliates) or a non-Member, now or at any future time.

**SECTION 1.27** “**Proposed Implementation**” means source code that has been submitted by a Member or non-Member and recommended by the Architecture Group for consideration as a Reference Implementation.

**SECTION 1.28** “**Proposed Specification**” means a specification defining a technology or functionality, or a definition of requirements for such, created by a Working Group or the Architecture Group for consideration for adoption by the Board of Directors as a Standardized Specification.

**SECTION 1.29** “**Reference Implementation**” means source code of a Proposed Implementation that has been approved by a Board Simple Majority Vote.

**SECTION 1.30** “**Special Supporting Member**” means a Member of the Corporation who so qualifies as a special supporting member pursuant to the provisions of Section 4.6 of these Bylaws.

**SECTION 1.31** “**Standardized Specification**” means a Proposed Specification that has been approved by a Board Simple Majority Vote.

**SECTION 1.32** “**Standing Group**” means a group which is appointed by the Board of Directors pursuant to the provisions of Section 7.1 of these Bylaws.

**SECTION 1.33**      **“Statutory Member”** means a Member of the Corporation that is a member within the meaning of Section 5056 of the Law, and shall include both Founding Members and Appointed Members.

**SECTION 1.34**      **“Supporting Member”** means a Member of the Corporation who so qualifies as a supporting member pursuant to the provisions of Section 4.5 of these Bylaws.

**SECTION 1.35**      **“Working Group”** means a group established pursuant to Sections 5.20(b) and 7.2 of these Bylaws.

## **ARTICLE II NAME AND CORPORATE OFFICES**

**SECTION 2.1**      **Name.** The name of this Corporation shall be CE Linux Forum (CELF) or such name as may be approved by both of a Board Simple Majority Vote and a Member Simple Majority Vote respectively, and set forth in the Articles of Incorporation.

**SECTION 2.2**      **Offices.** The location of the Corporation’s principal office shall be 50 Airport Parkway, San Jose, CA 95110-1011 or such other location as may be approved by both of a Board Simple Majority Vote and a Member Simple Majority Vote respectively, and set forth in the Articles of Incorporation. The Corporation may have such other offices, either within or outside of the State of California, as the Board may determine or as the affairs of the Corporation may require from time to time.

**SECTION 2.3**      **Registered Agent.** The Corporation shall have and continuously maintain in the State of California a registered office and a registered agent whose office is identical with such registered office. The registered office may be, but need not be, identical with such principal office of the Corporation as set forth in Section 2.2 above, and the address of the registered office may be changed from time to time by the Board.

## **ARTICLE III PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity, other than credit union business, for which the Corporation may be organized under the California Nonprofit Mutual Benefit Corporation Law, including:

(a) To share the benefits of using the Linux operating system in consumer electronics products.

(b) To share the benefits of common specifications and reference implementations to advance the development of Linux and increase the utility of Linux for use in consumer electronics products.

(c) To develop specifications for describing operating system technologies and embedded system functionalities for the purpose of enabling the implementation of such technologies and functionalities in the Linux operating system.

(d) To encourage rapid and broad industry deployment of Linux and to popularize the use of the specifications developed by this Corporation.

(e) To foster the development of and contribute to the Linux community.

(f) To promote and encourage interoperability of implementations and products using Linux.

(g) To solicit the participation and comments of all interested parties on a fair, equitable and open basis.

(h) To make distributions to organizations that qualify as exempt organizations under Section 501(c) (3), Section 501(c) (4) and Section 501 (c) (6) or any state, territory or political subdivision exempt under section 115 of the United States Internal Revenue Code.

(i) Notwithstanding the foregoing, if the Board of Directors elects to seek and obtains an exemption from federal income tax for the Corporation pursuant to Section 501 (a) of the United States Internal Revenue Code as an organization described in Section 501 (c) (6) thereof, and until such time, if ever, as such exemption is denied or lost, the Corporation shall not knowingly carry on any other activities not permitted to be carried on by organizations exempt from federal income tax under Section 501(c) (6) of the United States Internal Revenue Code.

(j) The foregoing purposes and powers are not limitations upon the Corporation, and the Corporation may engage in any legal endeavor allowed by the laws of the State of California, the laws of the United States, and the laws of any state in which the Corporation operates.

## **ARTICLE IV MEMBERSHIP**

**SECTION 4.1**      **Members.** This Corporation shall have two classes of members within the meaning of Section 5056 of the Law as Statutory Members. The two classes of Statutory Members are:

- Founding Members; and
- Appointed Members.

The Board may, in its discretion, admit legal entities, associations or individuals as Non-Statutory Members which are not members within the meaning of Section 5056 of the Law; such Non-Statutory Members shall have such rights and obligations as the Board deems appropriate and confers to or imposes on such Non-Statutory Members from time to time, but in no event shall such Non-Statutory Members have any voting rights set forth in Section 5056 (a) of the Law. The Corporation shall recognize the following classes of Non-Statutory Members:

- Associate Members;
- Supporting Members; and

- Special Supporting Members.

For purposes of these Bylaws, the term “Members” shall refer to Statutory Members (composed of Founding Members and Appointed Members) and Non-Statutory Members (composed of Associate Members, Supporting Members and Special Supporting Members). The use of the term “Members” to refer to Non-Statutory Members shall not be deemed to grant to Non-Statutory Members any of the rights, including the voting rights set forth in Section 5056 (a) of the Law, which members within the meaning of Section 5056(a) of the Law may have under the Law, and Non-Statutory Members shall have no such rights. From time to time, the Board or the Corporation may request or allow the participation of Non-Statutory Members in affairs of the Corporation and, for those purposes, the Non-Statutory may be granted limited rights to vote on the matters brought before them.

**SECTION 4.2      Founding Members.** Until June 25, 2005 or the removal of a Founding Member from the Corporation pursuant to Section 4.7 (g) of these Bylaws, whichever comes earlier, each Founding Member, as long as it is a Founding Member, by virtue of their unique role sponsoring the Corporation, shall have special rights and obligations with regard to the Corporation as follows:

(a)      Members of the Architecture Group. Notwithstanding Section 5.20 (a) of these Bylaws, each Founding Member is obligated to serve as a member of the Architecture Group.

(b)      Chair and co-Chair of the Board of Directors. In addition to the right to appoint a Director pursuant to Section 5.4 of these Bylaws, each Founding Member is obligated to designate a representative to serve as either the Chair or co-Chair of the Board. In case one Founding Member shall designate the Chair of the Board, the other Founding Member shall designate the co-Chair of the Board.

(c)      Chair and co-Chair of the Architecture Group. Notwithstanding Sections 6.1 and 7.2 (b), each Founding Member is obligated to designate a representative to serve as the Chair or co-Chair of the Architecture Group. In case one Founding Member shall designate the Chair of the Architecture Group, the other Founding Member shall designate the co-Chair of the Architecture Group.

(d)      Appointed Members’ Rights. The rights and obligations of the Founding Members provided in this Section 4.2 are in addition to those of the Appointed Members, and each Founding Member has all Appointed Member rights.

**SECTION 4.3      Appointed Member.** An Appointed Member is a Member of the Corporation which is appointed under Section 4.7(c)(2) to be a Member of the Corporation. Each Appointed Member shall be entitled to (a) designate a Director, and (b), subject to Sections 4.2 (b) and (c) above, to designate a candidate (or candidates) to run for election to any position as an officer (or officers) of this Corporation. An Appointed Member can be a member of the Architecture Group, Working Groups and Standing Groups to which such an Appointed Member can be a member pursuant to Article VII of these Bylaws.

**SECTION 4.4      Associate Member.** An Associate Member is a Member of the Corporation which supports the principles of the Corporation, and actively participates in Corporation activities, including observing and otherwise participating in Board meetings (except for Board meetings which in the discretion of the Board require the Board to meet in private session, including but not limited to, discussion of personnel matters and other matters required by applicable law), except for the right to vote in such meetings. An Associate Member can be a member of the Architecture Group, Working Groups and Standing Groups to which such an Associate Member can be a member pursuant to Article VII of these Bylaws. An Associate Member has no right to designate a Director nor to designate a candidate to run for election as a Director. An Associated Member has no right to designate an officer of this Corporation nor to designate a candidate to run for election to any position as an officer of this Corporation, except for the Chair of a Working Group and other offices approved by a Board Super Majority Vote.

**SECTION 4.5      Supporting Member.** A Supporting Member is a Member of the Corporation which supports the principles of the Corporation, and actively participates in Corporation activities. A Supporting Member can be a member of the Architecture Group, Working Groups and Standing Groups to which such a Supporting Member can be a member pursuant to Article VII of these Bylaws. Any Supporting Member may not observe or participate in Board meetings, unless invited by the Chair of the Board, provided, in no event should any Supporting Member have the right to vote in Board meetings. A Supporting Member has no right to designate a Director nor to designate a candidate to run for election as a Director. A Supporting Member has no right to designate an officer nor to designate a candidate to run for election to any position as an officer of this Corporation, except for the Chair of a Working Group and other offices approved by a Board Super Majority Vote.

**SECTION 4.6      Special Supporting Member.** The Board may extend an invitation to individuals to become Special Supporting Members of the Corporation. Such individuals represent themselves, and not their employers or any sponsoring legal entity or association, in Corporation activities. There is no Membership Fee required for a Special Supporting Member. Special Supporting Members may withdraw or be dismissed from the Corporation in the same manner as other Members. A Special Supporting Member can be a member of the Architecture Group, Working Groups and Standing Groups to which such a Special Supporting Member can be a member pursuant to Article VII of these Bylaws. A Special Supporting Member may not observe or participate in Board meetings, unless invited by the Chair of the Board, provided, in no event should any Special Supporting Member have the right to vote in Board meetings. A Special Supporting Member has no right to designate a Director nor to designate a candidate to run for election as a Director. A Supporting Member has no right to designate an officer nor to designate a candidate to run for election to any position as an officer of this Corporation, except for the Chair of a Working Group and other offices approved by a Board Super Majority Vote.

**SECTION 4.7      Common Membership Rules**

(a) Membership Agreement. Each Member shall execute and deliver the Membership Agreement. Upon execution of the Membership Agreement, the Member then has thirty (30) days to pay the Membership Fee associated with their Membership class. The Membership Fee associated with a Membership class shall be set by a Board Super Majority

Vote from time to time. There shall be no fee charged for applying for Membership in the Corporation.

For Members joining within one (1) month from July 1 of a year (the “Starting Date”), the Membership Fee required will be the full annual fee for that Membership class. For Members joining after one (1) month from the Starting Date, the Membership Fee shall be pro-rated to the number of whole or partial months remaining from the date of execution until the next anniversary of the Starting Date, at a rate of one-twelfth (1/12) of the annual fee per month.

(b) Expenses. Each Member shall be solely responsible for all expenses incurred by it in connection with being a Member, including without limitation, expenses incurred in satisfying any obligations under the Bylaws, Intellectual Property Rights Policy, or the Membership Agreement.

(c) Becoming a Member.

(1) Founding Members. The Founding Members shall be Sony and MEI. There shall be no other Founding Members. On June 25, 2005, if the Founding Members are still Founding Members, their status as Founding Members shall automatically terminate and the Founding Members shall become Appointed Members.

(2) Appointed Members. The Board may invite legal entities, associations and individuals to become Appointed Members. The Board may approve such invitations by a Board Simple Majority Vote. To accept an invitation to become an Appointed Member, the legal entity, association and individual shall sign the Membership Agreement and pay the Membership Fee associated with its Membership class.

(3) Associate Members and Supporting Members. A legal entity, association, and individual wishing to join the Corporation as an Associate Member or a Supporting Member shall petition the Board for Membership of the Corporation and identify its desired Membership class. The Board may approve a new Member by a Board Simple Majority Vote. Upon approval, the legal entity, association and individual shall sign the Membership Agreement and pay the Membership Fee associated with its Membership class.

(4) Special Supporting Members. The Board may also invite individuals to join the Corporation as Special Supporting Members. The Board may approve such invitations by a Board Simple Majority Vote. To accept the invitation, the individual shall sign the Membership Agreement. Notwithstanding the provision of Section 4.7(b), Special Supporting Members’ travel and accommodation expenses for participation in the Corporation may be paid by the Corporation at the discretion of the Board.

Candidates for consideration for Membership in the Corporation shall be committed to open competition in the development of products, technology, and services.

It is the intention of the Founding Members that the direction of the Corporation be guided by legal entities, associations and individuals that have a strong interest in developing and



shipping Linux based consumer electronics products, or that have a relevant industry presence in the area of Linux and would be important to the success of the Corporation. This tenet shall serve as the guiding principle in considering applications to the Appointed or Associate Membership class.

Only one legal entity or association incorporating its Affiliates and/or the individual employees of such legal entity or association and its Affiliates may be a Member at any one time. Notwithstanding the foregoing, a Special Supporting Member and a legal entity or association which employs such a Special Supporting Member may be Members respectively at one time.

(d) Extending Membership. A Member may extend their Membership by paying the full annual Membership Fee for their Membership class, prior to each anniversary of the Starting Date. If a Member fails to pay the full annual Membership Fee not later than fifteen (15) days prior to the anniversary of the Starting Date, then the Member will be considered to have withdrawn from the Corporation effective on the anniversary of the Starting Date. Upon termination of a Member's Membership within the Corporation, such Member will be required to submit a new application for Membership to the Corporation.

(e) Minimum Participation. Each Member agrees to actively participate in the activities of the Corporation as measured by objective criteria to be determined and that may be published by the Board and may include: (i) actively supporting the Corporation and its efforts, and (ii) meaningfully participating in Working Groups.

(f) Withdrawal as a Member. Any Member, in its sole discretion, may withdraw from the Corporation as a Member at any time on giving not fewer than thirty (30) days prior written notice to such officer of the Corporation as the Board may designate. No Membership Fee will be returned to the withdrawing Member. For purposes of this Section, an Affiliate of a Member which ceases to be an Affiliate of such Member will be considered a withdrawn Member under this Section at the time such Affiliate ceases to be an Affiliate of such Member.

(g) Removal. The Board may remove Members, except for Founding Members so long as they maintain their status as Founding Members, from the Corporation by a Board Super Majority Vote when the Board determines, after affording the Member in question the right to be heard on the issue, consistent with the provisions of Section 7341 of the Law, that the Member failed to comply with the commitments and agreements specified in these Bylaws, the Membership Agreement, or failed to meet the minimum participation requirements as set forth in Section 4.7(e). No Membership Fee will be returned to the removed Member.

A Founding Member may be removed from the Corporation by a unanimous vote of all of the then current disinterested Directors when such Directors determine, after affording the Founding Member in question the right to be heard on the issue, consistent with the provisions of Section 7341 of the Law, that the Founding Member is in material breach of these Bylaws or the Membership Agreement, provided it is notified of the material breach and does not cure the breach within thirty (30) days of receipt of notice.

(h) Change in Membership Class. A Member may petition the Board to voluntarily change its Membership class. Upon approval by the Board, the Member must pay any positive

difference in Membership Fee between its old Membership class and the new Membership class, at a rate pro-rated to the number of whole or partial months remaining from the date of change of Membership class to the next anniversary of the Starting Date.

The Membership class of a Member may be changed by a Board Super Majority Vote when the Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the obligations of these Bylaws, the Membership Agreement, or the policies and procedures of the Corporation. The Member may accept the change or withdraw from the Corporation.

No Membership Fee will be returned to a Member as a result of its change in Membership class.

(i) Merger. In the event of a merger between two or more Member entities or associations, the new legal entity and association shall have only one (1) Membership in the Corporation and, if applicable, only one (1) vote in all Membership votes thereafter. The new legal entity and association must execute a Membership Agreement within thirty (30) days of the conclusion of the merger.

A Statutory Member entity (or association) that merges with or is acquired by another entity (or association) that is not a Statutory Member, or that changes its name for other reasons, may retain its right to designate a Director and the other rights set forth in Sections 4.2 and 4.3 of these Bylaws, provided that reaffirmation of the commitments and agreements for the Statutory Membership class is performed in writing under the new name of the Member entity (or association).

**SECTION 4.8**        Assessments. Memberships shall be non-assessable.

**SECTION 4.9**        Number of Members. The Corporation shall have no more than thirteen (13) Statutory Members. There shall be no limit on the number of Non-Statutory Members the Corporation may admit.

**SECTION 4.10**      Transferability of Membership. Neither the Membership in the Corporation nor any rights in the Membership may be transferred or assigned for value or otherwise except for the transfer or assignment by operations of law.

**SECTION 4.11**      Membership List. The Corporation shall keep in any form capable of being converted into written form a Membership list containing the name, address, and class of each Member. The Membership list shall also contain the fact of termination and the date on which such Membership ceased. Such Membership list shall be kept at the principal office of the Corporation and shall be subject to the rights of inspection required by law and as set forth in these Bylaws.

**SECTION 4.12**      Inspection Rights of Members -- Demand.

(a) Subject to the Corporation's right to set aside a demand for inspection pursuant to Section 8330 (b) or Section 8331 of the Law and the power of the court to limit inspection rights pursuant to Section 8332 of the Law, and unless the Corporation provides a reasonable

alternative as permitted by Section 4.12 of these Bylaws, a Statutory Member satisfying the qualifications set forth hereinafter may do either or both of the following:

(1) Inspect and copy the record of all the Members' names, addresses, and voting rights, at reasonable times, on five (5) business days' prior written demand on the Corporation which demand shall state the official corporate purpose for which the inspection rights are requested. The Corporation's Membership list shall be private and inure to the Corporation and its Members only. At no time, may the Membership list be copied, used, or disseminated, for commercial, or other non-corporate matters or purposes, unless such use is approved by a Board Super Majority Vote; or

(2) Obtain from the Secretary, on written demand and tender of a reasonable charge, a list of the names, addresses, and voting rights of those Statutory Members entitled to vote for the election of the Directors, as of the most recent record date for which it has been compiled or as of the date specified by the Statutory Member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The Membership list shall be available on or before the later of ten (10) business days after the demand is received or after the date specified therein as the date as of which the list is to be compiled. The Corporation's Membership list shall be private and inure to the Corporation and its Members only. At no time, may the Membership list be copied, used, or disseminated, for commercial, or other non-corporate matters or purposes, unless such use is approved by a Board Super Majority Vote.

(b) Members Permitted to Exercise Rights of Inspection. The rights of inspection set forth in Section 4.12 of these Bylaws may be exercised by any Statutory Member, for a corporate purpose that is reasonably related to such Statutory Member's interest as a Member.

(c) Alternative Method of Achieving Purpose. The Corporation may, within ten (10) business days after receiving a demand pursuant to Section 4.12 of these Bylaws, deliver to the person or persons making the demand a written offer of an alternative method of achieving the purpose identified in said demand without providing access to or a copy of the Membership list. An alternative method which reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to Section 4.12 of these Bylaws shall be deemed reasonable; unless within a reasonable time after acceptance of the offer, the Corporation fails to do those things that it offered to do. Any rejection of the offer shall be in writing and shall dictate the reasons the alternative proposed by the Corporation does not meet the proper purpose of the demand made pursuant to Section 4.12 of these Bylaws.

**SECTION 4.13** Non-liability of Members. A Member of the Corporation shall not, solely because of such Membership, be personally liable for the debts, obligations, or liabilities of the Corporation.

**SECTION 4.14** Regular Meetings of Statutory Members. Meetings of the Statutory Members shall be held not less than annually, at such time and location as may be designated from time to time by resolution of the Board. Any action required or permitted to be taken by the Statutory Members may be taken by without a meeting, if all Statutory Members shall individually or collectively consent in writing to the action. The written consent or consents

shall be filed with the minutes of the proceedings of the Statutory Members. The action by written consent shall have the same force and effect as the unanimous vote of the Statutory Members. All Non-Statutory Members will be invited to, and may participate in such regular meetings as participants with no voting rights thereat, except that on certain occasions, the Corporation may request the participation of the Non-Statutory Member at a meeting and may grant to the Non-Statutory Members limited voting rights in connection with such participation.

**SECTION 4.15      Special Meetings of Statutory Members or All Members.** Special meetings of Statutory Members or of all Members shall be called by the Board, and be held at such times and places as may be ordered by resolution of the Board. Any action required or permitted to be taken by the Statutory Members may, subject to Section 4.14, be taken by without a meeting, if all Statutory Members shall individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the Statutory Members. The action by written consent shall have the same force and effect as the unanimous vote of the Statutory Members. All Non-Statutory Members will be invited to, and may participate in special meetings of all Members as participants with no voting right thereat, except that on certain occasions, the Corporation may request the participation of the Non-Statutory Member at a meeting and may grant to the Non-Statutory Members limited voting in connection with such participation.

**SECTION 4.16      Notice of Meetings.** Written notice of every meeting of Members shall be either personally delivered or mailed by first-class mail, postage prepaid, facsimile, electronic mail, or other generally accepted form of electronic communications, not less than ten (10) days nor more than ninety (90) days before the date of the meeting to each Member who on the record date for notice of the meeting is entitled to vote there at (except that, in the case of a regular meeting of Statutory Members or a special meeting of all Members, written notice of such meeting shall be delivered or mailed (facsimile, electronic mail, or other generally accepted form of electronic communication) to each and all Members whether or not a Member has such voting rights).

In the event given by mail or other means of written communication (facsimile, electronic mail, or other generally accepted form of electronic communication), the notice shall be addressed to the Member at the address of such Member appearing on the Membership list of the Corporation or at the address given by the Member to the Corporation for the purpose of notice. Where no such address appears or is given, notice shall be given at the principal office of the Corporation. The Secretary, or Assistant Secretary of the Corporation (if any), or any transfer agent specially designated by the Secretary or Assistant Secretary for the purpose herein mentioned, shall execute an affidavit of the giving of the notice of the meeting of Members.

In the case of a specially called meeting of Members, notice that a meeting will be held at a time requested by the persons calling the meeting not less than thirty-five (35) days nor more than ninety (90) days after receipt of the written request from such persons by the Chair of the Board or Secretary shall be sent to Members forthwith and in any event within twenty (20) days after the request was received.

No meeting of Members may be adjourned more than 45 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of

the adjourned meeting shall be given to each Member of record who, on the record date for notice of the meeting, is entitled to vote at the meeting (except that, in the case of an adjournment of a regular meeting of Statutory Members or a special meeting of all Members, a notice of such adjourned meeting shall be given to each and all Members whether or not a Member has such voting rights).

**SECTION 4.17**      **Contents of Notice.** The notice shall state the place, date, and time of the meeting. In the case of meetings of Statutory Members, the notice shall state those matters which are to be presented for action by the Statutory Members.

**SECTION 4.18**      **Waivers, Consents, and Approvals.** The transactions of any meeting of any Members, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present in person, and if, either before or after the meeting, each of the persons entitled to vote but not present in person, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records, or made a part of the minutes of the meeting.

**SECTION 4.19**      **Quorum.** A quorum at any meeting of the Statutory Members, consistent with the provisions of the Law, shall consist of two-thirds (2/3) of the Statutory Members, represented in person. There shall be no minimum quorum requirement for any meeting of all Members.

**SECTION 4.20**      **Loss of Quorum.** The Statutory Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough Statutory Members to leave less than a quorum, if such action taken, other than adjournment, is approved by at least a majority of Statutory Members required to constitute a quorum.

**SECTION 4.21**      **Adjournment for Lack of Quorum.** In the absence of a quorum, any meeting of Statutory Members may be adjourned from time to time by the vote of a majority of the votes represented in person, but no other business may be transacted except as provided in Section 4.20 of these Bylaws.

**SECTION 4.22**      **Voting of Membership.**

(a) Each Statutory Member is entitled to one vote on each matter submitted to a vote of the Statutory Members. In instances where the Corporation has asked for the participation of Non-Statutory Members and has granted to the Non-Statutory Members limited voting in connection with such participation, each Member shall be entitled to one vote on the matter submitted.

(b) The record date for the purpose of determining the Members entitled to notice of any meeting of Members is ninety (90) days before the date of the meeting of Members. The record date for the purpose of determining the Members entitled to vote at any meeting of Members is thirty (30) days before the date of the meeting of Members. The record date for the purpose of determining the Members entitled to exercise any rights in respect to any other lawful action is thirty (30) days prior to such other action.

(c) Cumulative voting shall not be authorized for any purpose.

(d) Members entitled to vote shall not be permitted to vote or act by proxy. Any amendment of this provision creating or expanding proxy rights shall be adopted with approval by a Member Simple Majority Vote.

#### **SECTION 4.23      Conduct of Meetings.**

(a) Secretary of Meetings. The Secretary shall act as the secretary of all meetings of Members; provided that in his or her absence, the Chair of the meetings of Members shall appoint another person to act as a temporary secretary of the meetings.

(b) Rules of Order. The Robert's Rules of Order, as amended from time to time, shall govern the meetings of Members insofar as those rules are not inconsistent with or in conflict with these Bylaws or the Articles of Incorporation of this Corporation.

### **ARTICLE V BOARD**

**SECTION 5.1      Number.** The Corporation shall have not less than two (2) or more than thirteen (13) Directors. The exact number of Directors shall be within these specified limits and this number shall be fixed from time to time, within the limits specified in these Bylaws, by a Board Simple Majority Vote.

**SECTION 5.2      Qualifications of Directors.** The Directors of the Corporation must be at least eighteen (18) years of age and must not have any prior felony convictions. A Director shall be a director, an officer or an employee of a Statutory Member (or its Affiliates), or an individual if such individual is a Statutory Member.

**SECTION 5.3      Board Representation.** Each Founding Member and Appointed Member shall name a single individual as a Director. A Statutory Member may designate a substitute individual as a Director.

**SECTION 5.4      Composition.** The Board will consist of Directors appointed by Statutory Members.

In addition to the Directors, the Board shall also include a Chair and a co-Chair. In addition to the right to designate a Director, each Statutory Member will be entitled to designate a candidate to run for election to either the Chair or co-Chair of the Board. The Chair of the Board will cast a tie-breaking vote; otherwise each of the Chair and co-Chair of the Board are non-voting participants in the Board. The co-Chair of the Board shall act in place of the Chair of the Board, in the event that the Chair of the Board is unable to perform his or her duties.

**SECTION 5.5      Tenure.** Each Director is hereby designated to serve as Director for one (1) year, until a successor is elected and duly qualified, but subject to such person's earlier death, resignation, removal or disqualification. At the end of such one-year term, each Director will be eligible for designation to serve an additional one-year term if so designated by the respective

Statutory Member. There shall be no limit on the number of terms in which any individual may serve as a Director of the Corporation.

**SECTION 5.6      Removal.** A Director may be removed, with or without cause, by the Statutory Member which designates such Director. Any vacancy caused by the removal of a Director in such manner shall be filled by the Statutory Member who removed such Director. In addition, a Director shall be removed upon (i) the resignation or termination of Membership of the Statutory Member designating such Director or (ii) the change of Membership class of the Statutory Member designating such Director from a Statutory Member to a Non-Statutory Member. Any vacancy created thereby can only be filled upon the appointment of a new Appointed Member.

**SECTION 5.7      Resignation.** Any Director may resign effective on giving written notice to the Chair of the Board, the Secretary, or the Board, upon which the Statutory Member designating such Director shall designate a replacement Director.

**SECTION 5.8      Vacancies.** A vacancy on the Board shall exist in the event of (a) the death, resignation or removal of any Director; (b) the declaration by the Board of a vacancy in the office of a Director who has been declared of unsound mind by a court order, convicted of a felony, or, if the Corporation holds assets in charitable trust, found by a final order or judgment of any court to have breached a duty arising under Section 7238 of the Law; (c) an increase in the authorized number of Directors; or (d) the failure of an Statutory Member to designate a Director. Vacancies may be filled only by the respective Statutory Member to which such vacancy corresponds for the unexpired portion of the term, or, if the number of Directors then in office is less than a quorum, by (i) the unanimous written consent of the Directors then in office; (ii) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Section 7211 of the Law; or (iii) a sole remaining Director. A individual designated to fill a vacancy as provided in this Section 5.8 shall serve as a Director for the remainder of the term of the Director who is replaced, or until his death, resignation, or removal.

**SECTION 5.9      Regular Meeting.** The regular meetings of the Board shall be held on such date and at such location as the Board shall determine. The Board shall schedule at least one regular meeting immediately after the end of each fiscal year of the Corporation (the “Annual Board Meeting”) which shall be held for the purpose of electing Directors and officers of the Corporation, approving the Corporation’s financial statements and for such other purposes as may properly be brought before the meeting under applicable laws, the Articles of Incorporation, or these Bylaws.

If an Annual Board Meeting is not held as herein provided, a special meeting of the Board may be held in place thereof with the same force and effect as the Annual Board Meeting, and in such case all references in these Bylaws to the Annual Board Meeting, except in this Section 5.9, shall be deemed to refer to such special meeting of the Board.

**SECTION 5.10      Special Meetings.** Special meetings of the Board may be called at any time by the Chair of the Board or a majority of the Directors then in office. Notice of the time and place of special meetings shall be given to each Director by (a) personal delivery of written

notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director's address or telephone number as shown on the Corporation's records. Notices sent by first-class mail shall be deposited in the United States mails at least four days before the time set for the special meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the special meeting. The notice shall state the time of the special meeting and the place thereof, if the place is other than the Corporation's principal office. Except as otherwise provided in these Bylaws or required by the Law, the notice need not specify the purpose of the special meeting.

**SECTION 5.11      Waiver of Notice.** The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a Quorum is present, and either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting unless otherwise required by the Law. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**SECTION 5.12      Place of Meetings.** The Directors shall agree as to the times and places to hold Board meetings. Board meetings may be held in person, or by any combination of audio conferencing, video conferencing, or electronic document exchange.

**SECTION 5.13      Quorum for Meetings.** A quorum at a Board meeting shall consist of at least two-thirds (2/3) of the total number of Directors then in office, and at least the Chair or co-Chair of the Board. In the absence of a continued quorum at any Board meeting already in progress, the Directors present may act to adjourn the Board meeting.

**SECTION 5.14      Transactions of Board.** The action approved by the Board by a Board Simple Majority Vote is valid as a corporate act, subject to the more stringent provisions of these Bylaws or the Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest; (b) approval of certain transactions between corporations having common directorships; (c) creation of and appointments to Standing Groups which have the authority of the Board; and (d) indemnification of Directors. Each Director shall have a single vote, and the Chair of the Board shall cast a vote only to break a tie in the voting. Unless otherwise stated, every act or decision done or made by a Board Simple Majority Vote is an act of the Board. In certain instances specifically identified in the Membership Agreement, Bylaws, Articles of Incorporation, or Intellectual Property Rights Policy, an act or decision done or made by a Board Super Majority Vote is an act of the Board.

A Board Simple Majority Vote may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours,



notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

**SECTION 5.15      Meetings by Telephone or Other Telecommunications Equipment.**

Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as (i) all Directors participating in such meeting can hear one another and (ii) the other requirements under the Law are satisfied. Such participation shall constitute personal presence at the meeting.

**SECTION 5.16      Action Without a Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting, if all Directors individually or collectively consent in writing or by electronic transmission to such action. Such written consents, including hard copies of any electronic transmissions, shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors. For the purpose of this Section 5.16 only, “all Directors” does not include an “interested Director” as defined in Section 5233 of the Law, insofar as it is made applicable pursuant to Section 7238 of the Law.

**SECTION 5.17      Standard of Care.** A Director shall perform the duties of a Director, including duties as a member of any Architecture Group, Working Group or Standing Group of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person’s professional or expert competence; or

(c) An Architecture Group, Working Group or Standing Group of the Board upon which the Director does not serve, as to matters within its designated authority, which Architecture Group, Working Group and Standing Group the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

**SECTION 5.18      Liability of Directors.** A person who performs the duties of a Director in accordance with Section 7231(a) and (b) of the Law shall have no liability based on any alleged failure to discharge that person’s obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which assets held by the Corporation are dedicated.

**SECTION 5.19      Compensation; Reimbursement and Advancement of Expenses.** The Directors shall serve without pay. However, this Corporation may (a) reimburse a Director for

expenses incurred in performance of the duties of such Director and determined by the Board to be reasonable and (b) advance money to a Director for expenses reasonably anticipated to be incurred in performance of the duties of such Director, provided that such expenses would otherwise be subject to reimbursement if incurred without such an advance.

**SECTION 5.20      General Duties and Responsibilities.**      The Board shall have the following responsibilities:

(a)      Establish and Oversee the Architecture Group. The Board shall establish and oversee an Architecture Group for the Corporation. Members of the Architecture Group will be appointed or dismissed by the Board from among Members.

(b)      Establish, Oversee, and Disband Working Group. Any Member may submit a proposal to the Board for the establishment of a new Working Group. The Board may establish, charter, or modify the charter of Working Group based on such proposals. The Board shall also be responsible for the appointment and removal of the Chair of each Working Group. At its sole discretion, the Board may disband a Working Group.

(c)      Communicate with Members and the General Public. The Board will have oversight responsibility for communicating with Members as to the progress of the Working Groups and shall have responsibility for the announcement of any general communications with the public with respect to the Corporation. Any press release or other public statement made on behalf of the Corporation must be approved in advance by a Board Simple Majority Vote.

(d)      Conduct Plenary Statutory Members Meeting. The Board will conduct Statutory Members meetings and special meetings of all Members to carry on the work of the Corporation. A minimum of one plenary Statutory Members meeting will be held annually. All Members will be invited to, and may participate in a plenary Statutory Members meeting and a special meeting of all Members. While plenary Statutory Members meetings and special meetings of all Members are limited to Members and special meetings of Statutory Members are limited to Statutory Members, the Board may invite Non-Statutory Member or non-Member guests to attend a particular meeting. The Board shall pay for the plenary Statutory Members meeting and the special meeting of all Members out of the Corporation treasury. Each Member shall be responsible for its own expenses, such as travel and accommodation expenses, for attending a plenary Statutory Members meeting and a special meeting of all Members. The Board, however, may pay for travel or expenses of Special Supporting Members or invited non-Member guests. Minutes from Statutory Members meetings and special meetings of all Members will be taken by the Secretary, and made available to all Members (except that minutes of special meeting of Statutory Members need not be made available to Non-Statutory Members).

(e)      Conduct Board Meetings. Regular meetings of Board will be held at least quarterly, with the time and place of each meeting to be decided by vote of the Board. Special meetings of the Board can be called by written request of the Chair of the Board. Each Statutory Member designating a Director will host each Board meeting by turns. The expenses for a Board meeting, except for travel and accommodation of meeting participants, will be paid for by the Statutory Member hosting the Board meeting. Attendance at Board meetings will be limited to Statutory Members, Associate Members, and such other individual guests (including Non-

Statutory Members) as invited by the Chair of the Board, and approved by a Board Simple Majority Vote. Minutes from a Board meeting will be taken by the Secretary, and made available to Statutory Members and Associate Members. Board discussions will be kept confidential to Statutory Members, Associate Members and the invited individual guests, and Board minutes will be kept confidential to Statutory Members and Associate Members, unless otherwise directed by a Board Simple Majority Vote. The Board shall take an appropriate procedure under which the invited individual guests shall keep Board discussions in confidence.

(f) Votes on Specifications and Implementations. The Board of Directors in place at the time of the vote on a Proposed Specification will adopt or reject the Proposed Specification as a Standardized Specification, by a Board Simple Majority Vote.

The Board of Directors in place at the time of the vote on a Proposed Implementation will adopt or reject the Proposed Implementation as a Reference Implementation, by a Board Simple Majority Vote. Upon adoption of a Proposed Specification as a Standardized Specification or adoption of a Proposed Implementation as a Reference Implementation, the Board will direct the Architecture Group to publish the Standardized Specification or Reference Implementation.

The Board of Directors may act to revise, or remove from distribution or circulation Standardized Specifications or Reference Implementations.

(g) Request Implementation. In unique circumstances (for example, when a Working Group or the Architecture Group rejects all Proposed Implementations for the Proposed Specification or the Standardized Specification, or no suitable Proposed Implementations are submitted to the Corporation), the Board of Directors may select a Member from Statutory Members, and may request that Member to provide a Proposed Implementation for the Proposed Specification and the Standardized Specification.

## **ARTICLE VI OFFICERS**

**SECTION 6.1** Officers. Subject to Section 4.2 above, the officers of this Corporation shall be a Chair of the Board, a co-Chair of the Board, a Secretary, a Treasurer/Chief Financial Officer, a Chair of the Architecture Group, a co-Chair of the Architecture Group, and such other officers, including a Chair of each Working Group and a Chair of each Standing Group, with such titles and duties as shall be determined by the Board and as may be elected in accordance with the provisions of this Article VI. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board. Any number of offices may be held by the same person, except that the Chair or co-Chair of the Board may not serve as either the Secretary or the Treasurer/Chief Financial Officer.

**SECTION 6.2** Qualifications. The officers of the Corporation must be at least eighteen (18) years of age, must not have any prior felony convictions. A Chair of the Board, a co-Chair of the Board, a Secretary, a Treasurer/Chief Financial Officer, a Chair of the Architecture Group, and a co-Chair of the Architecture Group shall be a director, an officer or an employee of a Statutory Member (or its Affiliates) , or an individual if such individual is a Statutory Member.

In addition, the Board, by a Board Simple Majority Vote, may limit the class of Members eligible to designate a representative to serve as other officers including a Chair or a co-Chair of any Standing Group or any Working Group.

**SECTION 6.3      Nomination.** Any individual qualified to be an officer under Section 6.2 of these Bylaws may be nominated by the method of nomination which method shall be authorized by a Board Super Majority Vote.

**SECTION 6.4      Election and Term of Office.** The officers of this Corporation shall be elected by the Board at the Annual Board Meeting. New offices may be created and filled, or all officers of this Corporation may be replaced, at any meeting of the Board. Each officer shall serve for a term of one year or until such officer resigns or is removed or otherwise disqualified to serve, or a successor shall be elected and qualified. There shall be no limit on the number of terms any individual may serve as an officer of the Corporation.

**SECTION 6.5      Removal.** Any officer elected or appointed by the Board may be removed, with or without cause, by the Board or an officer on whom such power of removal may be conferred by the Board. Such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

**SECTION 6.6      Resignation.** Any officer may resign at any time by giving written notice to the Chair of the Board or Secretary, or to the Board. Any resignation shall take effect at the date of the receipt of that notice, or at any later time specified by that notice, and unless otherwise specified in that notice, the acceptance shall not be necessary to make it effective.

**SECTION 6.7      Vacancies.** A vacancy in any office for any reason shall be filled by the Board for the unexpired term.

**SECTION 6.8      Chair of the Board.** The Chair of the Board shall preside over any meeting of the Board and Members. The Chair of the Board shall oversee the management of the business of the Corporation and see that all orders and resolutions of the Board are carried into effect. In addition, the Chair of the Board shall be the principal executive officer of the Corporation and shall supervise and control all of the day to day business and affairs of the Corporation. The Chair of the Board may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Corporation. The Chair of the Board shall be an ex-officio member of all Standing Groups and the Board, voting on such Standing Groups and the Board only in the event of a deadlocked vote among Standing Group members or Directors, as the case may be. In general, the Chair of the Board shall perform all duties incident to the office of Chair of the Board and such other duties as may be prescribed by the Board from time to time or by the Bylaws.

**SECTION 6.9      Co-Chair of the Board.** In the absence of the Chair of the Board or in the event of his or her inability or refusal to act, a co-Chair of the Board shall perform the duties of the Chair of the Board, and when so acting, shall have all the powers of and be subject to all the

restrictions upon the Chair of the Board. The co-Chair shall perform such other duties and have such other powers as the Board or the Chair of the Board may from time to time duly prescribe.

**SECTION 6.10      Secretary.** The Secretary shall attend the meetings of the Board and Members and keep the minutes thereof in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by applicable laws; be custodian of the corporate records and seal of the Corporation and see that, when required by applicable laws, the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each Director; and in general, perform all duties incident to the office of Secretary and such other duties as may be assigned to the Secretary from time to time by the Chair of the Board or by the Board.

**SECTION 6.11      Treasurer/Chief Financial Officer.** The Treasurer/Chief Financial Officer shall supervise the charge and custody of all funds of the Corporation; shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; shall supervise the deposit of such funds in the manner required by the Directors; shall supervise the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions; shall render reports and accountings as required; and shall discharge such other duties as pertain to the office of Treasurer/Chief Financial Officer or as prescribed by the Chair of the Board or by the Board. If required by the Board, the Treasurer/Chief Financial Officer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

**SECTION 6.12      Compensation; Reimbursement and Advancement of Expenses.** The officers of this Corporation shall serve without pay. However, this Corporation may (a) reimburse an officer for expenses incurred in performance of the duties of such officer and determined by the Board to be reasonable and (b) advance money to an officer for expenses reasonably anticipated to be incurred in performance of the duties of such officer, provided that such expenses would otherwise be subject to reimbursement if incurred without such an advance.

## **ARTICLE VII GROUPS**

### **SECTION 7.1      Standing Groups.**

(a)      Creation The Board may appoint one or more groups, each consisting of two or more Directors and/or non-Directors (each a “*Standing Group*” and collectively “*Standing Groups*”). The Board may delegate to such Standing Groups consisting of at least two or more Directors any of the authority of the Board if it explicitly does so, except with respect to:

(1)      The approval of any action for which the Law also requires approval of the Statutory Members (within the meaning of Section 5034 of the Law) or approval of a majority of all Statutory Members (within the meaning of Section 5033 of the Law) (such limitation of group action shall apply whether or not the Standing Group has Directors or Statutory Members);

(2) The filling of vacancies on the Board or in any Standing Group which has the authority of the Board;

(3) The fixing of compensation of the Directors, if any, for serving on the Board or on any Standing Group;

(4) The amendment or repeal of these Bylaws, Intellectual Property Rights Policy or Membership Agreement, or the adoption of new bylaws, an intellectual property right policy or a membership agreement of the Corporation;

(5) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(6) The expenditure of corporate funds to support a nominee for Director after there are more individuals nominated for Director than can be elected; or

(7) To the extent provided by Section 5233 of the Law, the approval of any self-dealing transaction, as such transactions are defined in said section.

Any such Standing Group shall be created, and the members thereof appointed, by a resolution adopted by a Board Simple Majority Vote. The Board may appoint, in the same manner, alternate members of any Standing Group who may replace any absent member at any meeting of the Standing Group. The resolution establishing any Standing Group shall clearly define the role and scope of activities of such Standing Group. Notwithstanding the above, if the Board delegates to such Standing Group any of the authority of the Board, such resolution of the Board must be done by a majority of the Directors then serving on the Board. The Board shall have the power to prescribe the manner in which proceedings of each Standing Group shall be conducted. Unless the Board or such Standing Group shall otherwise provide, the regular and special meetings and other actions of any such Standing Group shall be governed by the provisions of Article V applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each Standing Group.

(b) Governance The work of a Standing Group shall be governed by the Chair of such Standing Group. The Standing Group shall have the authority to determine its own internal governance rules complying with the Board directions, these Bylaws, and applicable laws in order to accomplish the responsibilities required of it as set forth in these Bylaws. Such rules can include, but are not limited to, procedures for conducting meetings, quorum, voting and other internal governance rules not inconsistent with the Board directions, these Bylaws or law. Each Standing Group Chair shall keep the minutes of all of the meetings of the Standing Group and perform all other duties as may be assigned by the Chair of the Board or the Board.

(c) Term Each member of a Standing Group shall continue as such until the next Annual Board Meeting and until his or her successor is elected and duly qualified, unless the existence of the Standing Group shall be sooner terminated, or unless such member be removed from such Standing Group, or unless such member shall cease to qualify as a member thereof.

(d) Vacancies Vacancies in Membership of any Standing Group may be filled by appointments made in the same manner as provided in the case of the original appointments.

## **SECTION 7.2      Architecture Group.**

(a)    Creation    The Board shall create an Architecture Group. In no event should the Board delegate to the Architecture Group any of the authority of the Board.

(b)    Composition    A Chair and co-Chair of the Architecture Group shall be a director, an officer or an employee of a Statutory Member (or its Affiliate) and shall be elected by the Board and shall be subject to removal by the Board. Members of the Architecture Group will be appointed or dismissed by the Board from among Members. The co-Chair of the Architecture Group shall act in place of the Chair of the Architecture Group in the event that the Chair of the Architecture Group is unable to perform his or her duties.

(c)    Governance    The work of the Architecture Group shall be governed by the Chair of the Architecture Group. The Architecture Group shall have the authority to determine its own internal governance rules complying with the Board directions, these Bylaws, and applicable laws in order to accomplish the responsibilities required of it as set forth in these Bylaws. Such rules can include, but are not limited to, procedures for conducting meetings, quorum, voting and other internal governance rules not inconsistent with the Board directions, these Bylaws or law. The Chair of the Architecture Group shall perform all duties as may be assigned by the Chair of the Board or the Board.

(d)    Oversight of Working Groups    The Architecture Group shall be responsible for supervision of the work of the Working Groups, including but not limited to assuring that the Working Groups are diligent in their work, resolving intra- and inter-Working Group disputes, proposing and adopting terminology conventions and such other oversight matters as may or may not be defined herein.

(e)    Publication of Reference Implementations and Maintenance of the Forum Source Tree    The Architecture Group will publish and maintain a Forum Source Tree. The Architecture Group may use the services of the Secretary or other offices designated by the Board for operational assistance in publishing or maintaining the Forum Source Tree. Upon approval of a Proposed Implementation as a Reference Implementation by the Board, the Architecture Group will publish the approved Reference Implementations as part of the Forum Source Tree. It is also the responsibility of the Architecture Group to work with Member and non-Member entities (associations, and individuals) to adopt and manage other changes to the Forum Source Tree. The Architecture Group has sole responsibility for making direct changes to the Forum Source Tree. All parties, including Members and non-Member entities (associations, and individuals), shall have complete read-only access to the Forum Source Tree, at all times. Mirrors of the Forum Source Tree will be allowed. However, the Forum Source Tree as provided on the Corporation master server shall be considered the official version of the Corporation source code. The Architecture Group may provide source from the Forum Source Tree to non-Member entities (associations, and individuals) and sites, for reasons including but not limited to, maintaining conformity with the kernel.org version of the Linux Kernel and encouraging adoption of Reference Implementations in external projects. The Architecture Group will report on its management activities with regard to the Forum Source Tree to the Board, which may, at its discretion direct the Architecture Group to adopt or reject external source submissions.

(f) Recommendation to adopt a Proposed Specification as a Standardized Specification. The Architecture Group shall work with Working Group(s) to create a Proposed Specification and recommend it to the Board for approval as a Standardized Specification, in accordance with the process document in effect at the time of such work or recommendation. In the event a Proposed Specification is adopted as a Standardized Specification, the Architecture Group shall publish the Standardized Specification unless the Board votes not to publish by a Board Simple Majority Vote.

(g) Recommendation to adopt a Proposed Implementation as a Reference Implementation. The Architecture Group shall select, or work with Working Group(s) to select, a Proposed Implementation and shall recommend it to the Board for approval as a Reference Implementation, in accordance with the process document in effect at the time of such work or recommendation.

(h) Publication of Draft Documents The Architecture Group may determine that a Proposed Specification or a Proposed Implementation or working drafts thereof (herein “Draft Documents”) under development meets certain technical criteria, and at the sole discretion of the Chair of the Architecture Group such Draft Documents may be published. Draft Documents shall be clearly designated to avoid confusion with Standardized Specifications and Reference Implementations.

(i) Solicitation and Review of Proposed Implementations The Architecture Group may solicit the creation of independent Proposed Implementations for a technical area of interest. Such Proposed Implementations may be received from any source, including any Member or any non-Member organization or individual. Such Proposed Implementations must be provided under licensing terms set forth in the Intellectual Property Rights Policy.

Such Proposed Implementations may be submitted directly to the Architecture Group for evaluation and possible recommendation to the Board for approval as a Reference Implementation pursuant to Section 7.2(g).

Alternatively, such Proposed Implementation may be submitted to a Working Group designated by the Architecture Group. The Working Group will evaluate the Proposed Implementations and select a candidate to become a Reference Implementation. The selected Proposed Implementation will then be evaluated by the Architecture Group, and must be recommended by the Architecture Group and approved by the Board, pursuant to Section 7.2(g), in order to become a Reference Implementation.

### **SECTION 7.3      Working Groups.**

(a) Composition. Members may join any Working Group in which they have an interest. Members may join more than one Working Group. Chairs of the Working Groups shall be appointed by the Board and are subject to removal by the Board. A Working Group Chair may, at his or her discretion, invite non-Member specialists to participate in Working Group discussions. In no event should the Board delegate to any Working Group any of the authority of the Board.



(b) Governance. The work of each Working Group shall be governed by the Chair of such Working Group. Each Working Group shall have the authority to determine its own internal governance rules complying with the Board directions, these Bylaws, and applicable laws in order to accomplish the responsibilities required of it as set forth in these Bylaws. Such rules can include, but are not limited to, procedures for conducting meetings, quorum, voting and other internal governance rules not inconsistent with the Board directions, these Bylaws or law. The Chair of each Working Group shall perform all duties as may be assigned by the Chair of the Board or the Board.

(c) General Duties and Responsibilities

(1) Development of Proposed Specifications. Each Working Group shall work with its members to create and develop Proposed Specifications for its technology area. Each Working Group may determine, in accordance with any direction given to it by the Board or Architecture Group, the appropriate level of specificity and formality for its Proposed Specifications. Each Working Group will submit its Proposed Specifications to the Architecture Group.

(2) Solicitation and Review of Proposed Implementations. Each Working Group may solicit the creation of Proposed Implementations for its technology area. Such Proposed Implementations may be submitted to the Working Group or Architecture Group from any source, including any Member or any non-Member organization or individual. Such Proposed Implementations must be provided under licensing terms set forth in the Intellectual Property Rights Policy.

The Working Group will evaluate the Proposed Implementations and select a candidate to become a Reference Implementation. The selected Proposed Implementation will then be evaluated by the Architecture Group, and must be recommended by the Architecture Group and approved by the Board in order to become a Reference Implementation.

## **ARTICLE VIII**

### **CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**SECTION 8.1** Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to officers so authorized by these Bylaws, 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.

**SECTION 8.2** Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer/Chief Financial Officer and countersigned by the Chair of the Board.

**SECTION 8.3      Deposits.** All funds of this 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 may select.

**SECTION 8.4      Contributions.** The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

## **ARTICLE IX BOOKS AND RECORDS**

**SECTION 9.1      Maintenance of Corporate Records.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and Standing Groups having any of the authority of the Board. The financial records and all other corporate records, and the minutes of all meetings of the Board and all Standing Groups having any of the authority of the Board shall be kept at the principal office of the Corporation and shall be open to inspection upon oral or written request of any Director. Upon leaving office, each officer shall turn over to his or her successor in good order such moneys, book records, documents and other property of the Corporation as have been in his or her custody during his or her term of office.

**SECTION 9.2      Directors' Inspection Rights.** Every Director 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.

**SECTION 9.3      Annual Report.** The Board shall cause an annual report to be prepared not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all Directors and all Statutory Members, which report shall contain at least the following information in appropriate detail:

(a) A balance sheet as of the end of the fiscal year, an income statement, and statement of changes in financial position for the fiscal year, accompanied by an independent accountant's report or, if none, by the certificate of an authorized officer of the Corporation that they were prepared without audit from the Corporation's books and records; and

(b) Any information required by Article X of these Bylaws.

This Article IX shall not apply if the Corporation receives less than \$25,000 in gross revenues or receipts during the fiscal year. This amount shall be adjusted to comply with applicable laws.

## **ARTICLE X ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS**

This Corporation shall mail or deliver to all Directors and all Statutory Members within one hundred and twenty (120) days of the close of the Corporation's fiscal year, a statement which briefly describes the amount and circumstances of any indemnification or transaction in which the Corporation, or its parent or subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(a) Any Director or officer of the Corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest); or

(b) Any holder of more than 10% of the voting power of the Corporation, its parent or subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than fifty thousand dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than fifty thousand dollars (\$50,000). Similarly, the statement need only be provided with respect to indemnification or advances aggregating more than ten thousand dollars (\$10,000) paid during the previous fiscal year to any Director or officer, except that no such statement need be made if such indemnification was approved by the Statutory Members pursuant to Section 7237(e)(2) of the Law.

Any statement required by this Article X shall state the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction, and where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

## **ARTICLE XI WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Law or under the provisions of the Articles of Incorporation or of the Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to such notice as long as the requirements under the Law are satisfied.

## **ARTICLE XII INDEMNIFICATION OF OFFICERS AND DIRECTORS**

### **SECTION 12.1      Right of Indemnity.**

(a) For the purposes of this Article XII, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under this Section 12.1.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the Law made applicable pursuant to Section 7238 of the Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating

to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233 of the Law made applicable pursuant to Section 7238 of the Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 12.1 (c):

(1) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(3) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless such action concerns assets held in charitable trust and is settled with the approval of the Attorney General.

(d) To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Sections 12.1 (b) or 12.1 (c) or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in Section 12.1 (d), any indemnification under this Section 12.1 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 12.1 (b) or 12.1 (c) in accordance

with requirements of Section 7237 of the Law. In addition, any indemnification under this Section 12.1 shall be made to the extent permitted under applicable laws including the Law.

**SECTION 12.2      Advancement of Expenses.** Expenses incurred in defending any proceedings may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of any undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in Section 7237 of the Law.

**SECTION 12.3      Insurance.** The Corporation shall have power to purchase and maintain insurance to the full extent permitted by law on behalf of any agent of the Corporation to cover any liability 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 provisions of this section.

### **ARTICLE XIII**

#### **AMENDMENTS TO BYLAWS AND INTELLECTUAL PROPERTY RIGHTS POLICY**

**SECTION 13.1      Amendments to Bylaws.** These Bylaws may be altered, amended or repealed and new bylaws may be adopted by a Board Super Majority Vote, subject to the more stringent provisions of applicable laws. Whenever an amendment or new bylaws is adopted, it shall be placed in the Corporation's minute book with the original Bylaws. If any bylaw is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted shall be stated in said minute book. Any Member withdrawing thirty (30) days from the date notice of such amendment or adoption will not be bound by such amendment in the Bylaws or the new bylaws.

**SECTION 13.2      Amendments to Intellectual Property Rights Policy.** The Intellectual Property Rights Policy may be altered, amended or repealed and new intellectual property rights policy may be adopted by a Board Super Majority Vote, subject to the more stringent provisions of applicable laws. Whenever an amendment or new intellectual property rights policy is adopted, it shall be placed in the Corporation's minute book with the original Intellectual Property Rights Policy. If any intellectual property rights policy is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted shall be stated in said minute book. Any Member withdrawing thirty (30) days from the date notice of such amendment or adoption will not be bound by such amendment in the Intellectual Property Rights Policy or the new intellectual property rights policy.

### **ARTICLE XIV**

#### **AMENDMENT OF ARTICLES OF INCORPORATION**

**SECTION 14.1      Amendment of Articles before Admission of Members.**

Before any Members have been admitted to the Corporation, any amendment of the Articles of Incorporation may be adopted by approval of the Board.

**SECTION 14.2      Amendment of Articles after Admission of Members.**

After Members have been admitted to the Corporation, amendment of the Articles of Incorporation may be adopted by a Board Super Majority Vote for approval by Statutory Members pursuant to Section 7812 of the Law. Any Member withdrawing within thirty (30) days from the date notice of such amendments will not be bound by such changes in the Articles of Incorporation.

**SECTION 14.3**      **Certain Amendments.** Notwithstanding the foregoing sections of this Article XIV, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first Directors of this Corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the Corporation has filed a “Statement of Information (Domestic Non-Profit Corporation)” pursuant to Section 8210 of the Law.

## **ARTICLE XV**

### **PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No Director, officer, employee or other person connected with this Corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation; provided, however, that this provision shall not prohibit payment to any such person of reasonable compensation for services performed for the Corporation in effect of any of the Corporation’s purposes, provided further that such compensation is otherwise permitted by these Bylaws and fixed by resolution of the Board. No such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Corporation, unless such person or persons shall be found by a court of competent jurisdiction to be creditors of the Corporation.

## **ARTICLE XVI**

### **DUTY TO MAINTAIN TAX EXEMPT STATUS**

**SECTION 16.1**      **Violation of Duty.** In the event that the Corporation secures tax-exempt status under the federal and/or California income tax rules and regulations, it shall be the duty of each Director and officer of the Corporation to maintain such status. A willful violation of this duty shall constitute a wrongful act or conduct subjecting the participating Director or officer of the Corporation to termination or removal procedures as set forth in these Bylaws.

**SECTION 16.2**      **Prohibited Activities.** This Corporation has been formed under the Law as an association within the meaning on Section 501(c)(6) of the Internal Revenue Code. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in the Articles of Incorporation.

## **ARTICLE XVII**

### **DISSOLUTION OF THE CORPORATION**

**SECTION 17.1**      **Dissolution.** This Corporation may be dissolved by a Member Super Majority Vote.

**SECTION 17.2**      **Surviving Obligations.** The obligations and provisions of the Intellectual Property Rights Policy Sections 1.2, 5, 7, 10, 11, and 12 shall survive the dissolution of this Corporation.

**SECTION 17.3**      **Distribution of Assets.** Upon dissolution or winding up of the affairs of the Corporation, whether voluntarily or involuntarily, after all debts of the Corporation have been satisfied, and to the extent not prohibited by applicable law, the assets of the Corporation shall be distributed in the following manner:

(a) Any licenses granted to the Corporation prior to such dissolution or winding up shall:

(1) Remain with the Corporation, to the extent the Corporation is able to fulfill its obligations under the terms and conditions of such licenses; or

(2) Be distributed in a manner consistent with the purposes of the Corporation, as determined by the Board upon such dissolution or winding up, if the Corporation is not able to fulfill its obligations under the terms and conditions of such licenses; and

(b) All assets of the Corporation not included in (a) above, shall be distributed in a manner consistent with the purposes of the Corporation, as determined by the Board upon such dissolution or winding up; and

(c) If the Board fails to make any determination of the distribution of assets as set forth in (b) above, the assets of the Corporation shall be distributed pursuant to the provisions of Section 8717 of the Law or its successor statute.

## **ARTICLE XVIII MISCELLANEOUS**

**SECTION 18.1**      **Corporate Seal.** This Corporation may, if so determined by the Board, use a seal consisting of a circle having on its circumference the word “CELf” together with the year and date of the incorporation of this Corporation, or as the Board shall prescribe. Failure to affix the seal to corporate instruments, however, shall not affect the validity of such instruments.

**SECTION 18.2**      **Fiscal Year.** The Corporation’s fiscal year shall be from July 1 to June 30.

**SECTION 18.3**      **Construction and Definitions.** Unless the context requires otherwise, and except as otherwise set forth in Section 18.4 of these Bylaws, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term “person” includes all of a legal entity, an association and an individual.

**SECTION 18.4**      **Headings.** The section headings herein are intended only for reference and shall not by themselves determine the construction or interpretation of these Bylaws.

## **CERTIFICATE OF SECRETARY**

I hereby certify that I am the duly elected and acting Secretary of CE Linux Forum, a California nonprofit mutual benefit corporation, and that the foregoing Bylaws constitute the bylaws of said corporation as duly adopted by the Board of the corporation on January 25th, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 25<sup>th</sup> day of January, 2005.

Executed at [San Jose], California.

Thomas U. Swidler, Secretary