



Bylaws of the MEDIA NETWORKING ALLIANCE

BYLAWS OF MEDIA NETWORKING ALLIANCE

ARTICLE 1. DEFINITIONS

SECTION 1.1 NAME

The name of this Corporation is Media Networking Alliance, Inc. (“MNA” or “Corporation”)

SECTION 1.2 MEMBER

Member shall mean all Members of the Corporation who so qualify in accordance with the provisions of Section 5.3.

SECTION 1.3 CLASSES OF MEMBERS

The Corporation shall have two classes of Members. Full membership who shall be voting members and Associate membership whose voting shall be limited as defined by the Board of Directors.

SECTION 1.4 FULL MEMBER

Full Member shall be defined as voting members.

SECTION 1.5 ASSOCIATE MEMBER

Associate Member shall be defined as limited voting members, as defined by the Board of Directors.

ARTICLE 2. OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The Principal office of the Corporation is located in Snohomish County, State of Washington USA or as to such location as the Board of Directors shall determine.

SECTION 2.2 OTHER OFFICES

The Corporation may have other offices at such places, within or outside of its state of incorporation, where it is qualified to do business as its business and activities may require and as the Board of Directors may, from time to time designate.

ARTICLE 3. NON-PROFIT PURPOSES

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

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

ARTICLE 3.2 SPECIFIC OBJECTIVES AND PURPOSES

Media Networking Alliance is a non-profit corporation formed to actively promote the adoption of the AES67 standard.

The purposes for which the corporation is organized are

1. Actively promote the adoption and standardization of AES67 as an audio interoperability standard through marketing, education and training.
2. Develop future AES67 Proposals and other documents that augment, enhance or extend the primary AES67 specification for the purposes of enabling and promoting increased interoperability and reliability.
3. Provide developer support for AES67 products, and actively support those members producing AES67 compliant products, including, but not limited to: AES67 system development kit and AES67 test tools.
4. Provide a forum and environment whereby the members of the corporation may meet to review standards development and compliance programs and to foster the development of new products based on the AES67 standard.
5. Educate the business and consumer communities of the value, benefits and applications for AES67.
6. Establish and maintain relationships with education institutions and other technology associations and organizations that help promote the use and development of AES67 products.
7. Conduct other activities in furtherance of the goals of the Media Networking Alliance as determined by the Board of Directors.

ARTICLE 4. DIRECTORS

The Initial Board of Directors (“The Board”) shall be appointed by the incorporator and shall consist of the representatives from the Founding members. Said members of the Initial Board shall serve until their annual term expires or terminates or until their successors are appointed. The first Board of Directors election shall take place no later than one calendar year from incorporation in accordance with the procedures outlined in these Bylaws.

SECTION 4.1 NUMBER

The Corporation shall have a minimum of three (3) and a maximum of nine (9) Directors and collectively they shall be known as the Board of Directors. The maximum number of Directors shall be nine (9) until changed by the Board of Directors. The minimum number of Directors of the Corporation may be changed by unanimous approval of the Board of Directors but may not be less than three (3).

SECTION 4.2 POWERS

Subject to the provisions of the State of Delaware and any limitations of the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the Members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 4.3 DUTIES

The Board is charged with overseeing the operation of the Media Networking Alliance consistent with these Bylaws to ensure that the goals of the MNA are being met and with calling regularly scheduled general meetings of the Membership not less than twice annually after adoption of these Bylaws or as determined by

the Board of Directors to meet the needs of the membership. The Board is responsible for overseeing all working groups, committees and staff activities of the MNA. Prior Board approval shall be required for any and all undertakings and obligations assumed by the MNA.

It shall be the duty of the Directors to:

1. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation or by these Bylaws.
2. Appoint and remove, employ and discharge and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation.
3. Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
4. Meet at such times and places as required by these Bylaws.
5. Register their addresses with the Secretary of the Corporation (notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof).
6. Elect annually a Chair from the Board of Directors who shall be the Chief Executive Officer of the Corporation and shall perform all duties as required by these Bylaws.
7. Establish and disband other committees as appropriate to conduct the work of the Corporation.
8. Approve the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget to the extent it is practical until an annual budget is approved.
9. Establish annual dues for all Member classes and establish privileges and benefits for all classes of Members.

SECTION 4.4 ELECTIONS OF DIRECTORS

Elections of the Board of Directors shall take place at least once a year at a meeting of the membership.

Each Full Member may nominate one individual to the Board of Directors by written notice. No Member may have more than one representative on the Board. Members with a representative on the Board may fill a vacancy caused by such representative with another representative by giving written notice of replacement of the absent representative to the Secretary within ninety (90) days of the vacancy.

Members providing consulting services when nominated for election to the Board must comply with the following requirements, in writing, at least one week prior to the election:

1. Candidates must provide a complete list of all past and present member companies for whom the candidate has provided consulting services during a "bracket period" defined as six months prior to the date of the election.
2. Candidates must identify all present member companies with whom the candidate has any contractual arrangement at present or during the bracket period.
3. Candidates must assert that: If elected, during the candidate's term on the Board the candidate will provide no services to a member company (other than their own) that is either represented on the

Board by that member company's employee or which receives consulting services from another Board member during that other Board member's term or bracket period.

4. Candidates who, when nominated, have full-time employment from one member company and who do not provide consulting services of any form during the bracket period are excused from requirements 1 and 2, because it is assumed the candidate represents that member company and no other.

Candidates who fail to comply with these requirements cannot be elected to or serve on the Board. A candidate who identifies one or more member companies in requirements 1 or 2 is considered an employee of each such company for the purpose of complying with Section 4.4 of these Bylaws.

Because client data of consultants is often considered to be sensitive, the disclosure required above shall be made in writing to the staff of the Media Networking Alliance, who shall retain it on file but who shall not disclose it to any other person. The staff will be expected to assess the candidate's compliance with this policy and then advise the current Board on a yes/no basis regarding that compliance.

Each member of the Board is expected to accept a significant contributing role within the Alliance, such as that of an Officer, Working Group chair, or organizer of a major event.

To be elected to the Board each delegate must receive a total of 33% or more of the voting members or appear in a run off ballot.

SECTION 4.5 ELECTIONS OF OFFICERS

Within the Board, officers will be elected to help organize and operate both the activities of the Board as well as of the Media Networking Alliance in general. The MNA shall have a minimum of the following officers: a chair, a vice-chair and a financial officer. These officers shall be nominated and elected from among Board members by a majority vote of the Board members.

Chair - will be responsible for presiding over meetings of the Board and the Membership, achieving closure on outstanding issues, and ensuring progress at meetings. Will act as Chief Executive Officer of the Corporation and shall perform all duties as required by these Bylaws;

Vice chair - will be responsible for substituting for the chair when he/she is unavailable, and assisting the other officers in performing their duties.

Financial Officer - will be responsible for maintaining the Media Networking Alliance accounts, handling contracts, and reporting to all Members not less than twice annually on the financial condition, expenses, liabilities and assets of the MNA. The Financial Officer will also act as the Secretary of the Corporation, in the event one is not appointed or elected by the Board of Directors.

Additional officers including but not limited to Secretary and Editor may be elected or appointed positions within the Board.

Except for the specific powers and responsibilities described above, the officers shall have the same powers and responsibilities as other members of the Board.

SECTION 4.6 COMPENSATION



Directors shall serve without compensation except that a reasonable fee may be paid to directors for attending regular and special meetings of the board. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties. Any payments to directors shall be approved in advance in accordance with this corporation's conflict of interest policy.

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board of directors. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy.

SECTION 4.7 PLACE OF MEETINGS

Meetings of the Directors shall be held at mutual agreed place and times. Meetings may be held in person or by any combination of audio, document or video conferencing. A special meeting of the Board of Directors may be called by any three Directors.

SECTION 4.8 QUORUM FOR MEETINGS

A quorum shall consist of two-thirds of the members of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting.

ARTICLE 5 MEMBERSHIP PROVISIONS

SECTION 5.1 ACTIVITIES

The activities of the Media Networking Alliance will include, but not be limited to: submitting, as appropriate, proposals to national and international standards bodies; the active promotion of media networking in the marketplace; providing educational services and programs regarding media networking; and performing other activities permitted under its Articles of Incorporation and these Bylaws in furtherance of the goals of the Media Networking Alliance. All business of the Media Networking Alliance, including meetings of the Membership, the Board of Directors, and working groups, shall be conducted in accordance with fair and democratic parliamentary procedure.

SECTION 5.2 STATEMENT OF OPENNESS

The members of the Media Networking Alliance ("Members") are individually and collectively committed to open competition in the development of products, technology, and services, and the Members are not restricted in any way from designing, developing, marketing, and/or procuring hardware, software, systems, technology, or services. Implementation or use of anything proposed by the MNA will be voluntary, and no Member shall agree or be obliged to implement them by virtue of participation in the MNA Meetings of the MNA, including meetings of the Membership and working groups, will be open to all Members, and any records thereof shall be non-confidential and available for inspection by any Member. The MNA officers and Members acknowledge that discussing costs, volumes, inventories, sales level methods, channels of distribution, markets, current prices, profitability or any other topic in a manner which would tend to stabilize prices, dictate or tend to dictate the use of Media Networking Alliance or any other hardware, software, technology, or service in an illegal manner or which would restrict or tend to restrict trade or create an

unlawful monopoly is prohibited. The Members and participants of the MNA shall strictly comply with state, federal and foreign antitrust laws.

SECTION 5.3 MEMBERSHIP QUALIFICATIONS

Any individual or legal entity, private or governmental, interested in promoting the purpose of the Media Networking Alliance may become a member of the MNA by agreeing in writing to be bound by these Bylaws and by remitting payment of dues subject to trade or commerce restrictions imposed under U.S. or other applicable law. The MNA does not restrict membership on the basis of race, color, disability, sex, religion, sexual orientation or national origin.

SECTION 5.4 DETERMINATION AND RIGHTS OF MEMBERS

Membership shall be determined in two separate classes: Full membership who shall be voting members and Associate Membership whose voting rights shall be limited as defined by the Board of Directors.

Members in good standing of the Media Networking Alliance will be able to attend and participate in all Membership meetings, will be able to attend and participate in any working groups that might be formed, will be able to participate in any Membership activities, seminars, conferences, etc., and will be entitled to receive all documentation and materials generated by the MNA except as limited by their level of membership. Business of the MNA, including meetings of the Membership and working groups, shall be conducted in accordance with fair and democratic parliamentary procedure.

SECTION 5.5 REPRESENTATIVES

Representatives of Members may continue their membership in the event that they change affiliation from one Member to affiliation with a new or existing Member, provided that they make the change of affiliation known to the Media Networking Alliance by notice to the Secretary, and if an officer or member of the Board, that they obtain consent by way of a resolution of the Board to continuation of their office and/or Board membership notwithstanding their change in affiliation.

SECTION 5.6 FEES AND DUES

Each Member shall pay such annual dues to the Media Networking Alliance as are established from time to time by resolution of the Board. In establishing the schedule of annual dues, the Board may set different amounts for a given year based on various criteria, including (but not limited to) the amount of the Member's gross annual revenues and whether the Member is a for-profit legal entity (incorporated or unincorporated), a not-for-profit legal entity (incorporated or unincorporated) or an individual. Membership shall be held on an annual basis, expiring annually on the anniversary of the last day of the month in which the Member originally joined. Full Members of the Board will also be required to pay annual dues or provide alternative consideration acceptable to the Board by resolution in lieu thereof. If any payment of dues or special assessments is not made as and when required, a notice will be sent to the Member whose payment is delinquent. If payment of dues or special assessments is not made within ninety (90) days after such notice, the Board may revoke the Member's membership or suspend the Member's membership until the default is cured.

Members agree to be bound by the Bylaws and the Policies and Procedures of the MNA to be adopted by the Membership and further agree to pay all dues and assessments owing from their membership. Each Member shall be entitled to have an unlimited number of representatives in the Membership, provided that



the representatives identify themselves in all Membership business as representatives of such Member, and make active contributions to the Membership. If separate divisions from the same company desire to participate as separate Members in the MNA, each division may become a Member as described herein

SECTION 5.7 SPECIAL ASSESSMENTS

The Media Networking Alliance shall raise no revenue other than that required to pay all its expenses, including adequate reserves and such unusual or extraordinary expenses as may be authorized and incurred from time to time at properly noticed regular or special meetings of the Membership or the Board in furtherance of the goals of the MNA. The monies so required may be raised by special assessments which may be levied from time to time equally against all Members by the Board. The Board shall not levy special assessments on any Member which, in any calendar year, cumulatively exceeds an amount equal to the annual dues of such Member. Any special assessment suggested by the Board must be approved by a majority of 2/3 of the voting membership before approved. Within forty-five (45) days after any assessment has been levied, notice thereof shall be given to each and every Member of the MNA stating the amount of such assessment and the date or dates which the same was ordered to be paid. No new Member shall be required to pay any special assessment or portion thereof levied prior to the date such Member was admitted to membership in the MNA.

ARTICLE 6 COMMITTEES AND VOTING

SECTION 6.1 OFFICERS AND WORKING GROUPS

The Board may create working groups to address specific issues or topics. These working groups will be chaired by one Board member, or any person approved by the Board, and will be comprised of all interested Members as well as any other individuals or groups the working group deems necessary to invite to participate. Members may be requested by the Board to provide qualified representatives to further the work of various working groups. The working groups may organize themselves in any way they deem necessary in order to complete a given assignment, but in all cases subject to these Bylaws, the Policies and Procedures of the MNA and the direction of the Board. The working groups may meet as often as they determine necessary and will be responsible for reporting their progress to the Board, maintaining current and historical records of their meetings, proposals and votes and promptly communicating these records to the Secretary of the MNA for publication to interested Members. The working groups shall also be responsible for the generation of documentation related to their activity. Upon completion of a working group activity, a proposal will be forwarded to the Board for final approval (each such proposal a "Working Group Proposal"). The Board will vote on whether to accept each Working Group Proposal. Any Working Group Proposal approved by the Board will be referred to herein as a "MNA Proposal".

In addition to participating in working groups, the Membership shall organize activities, seminars, conferences, etc., on a periodic basis to help further the goals of the MNA. These activities may be carried out by any Member as long as the Board gives its prior approval to the form and content of the activity.

SECTION 6.2 VOTING PROCEDURES

In all meetings of the Media Networking Alliance, including but not limited to meetings of the Membership, the Board and any working group, business shall be conducted as follows:

No matter may be voted upon at any meeting which has not been clearly identified in an agenda published and distributed prior to such meeting to those eligible to vote at the meeting.

Only Full Members in good standing will be eligible to vote at meetings of the Membership, and each Full Member will have only one vote, irrespective of it having multiple representatives in the MNA. Full Members will identify and register their voting representative with the Board. If for some reason the voting representative of a Member cannot be present at the meeting of the Membership where the voting will occur, then an alternate voting representative designated by the Member may vote for the Member at such meeting.

A quorum must be present at the meeting in order to pass any motion. A quorum for meetings of the Membership and any working group shall consist of at least thirty-three percent (33%) of the voters eligible to vote at the time of the meeting. Votes may be taken orally or by a show of hands, however, upon a seconded request of any Member for a written vote on any matter, voting for such matter shall be in writing. In order to pass any motion, a majority of non-abstaining eligible voters at the meeting must vote for the proposal. A vote may also be taken via electronic voting if agreed upon by the eligible members and sufficient notice is given in writing.

Detailed minutes shall be prepared for all meetings and promptly made available to all Members. Minutes of each meeting shall show who attended, the matters discussed, including any proposals, reports and recommendations, and shall record all motions, objections, abstentions, ayes and nays.

ARTICLE 7 TERMINATION AND TRANSFERAL OF MEMBERSHIP

SECTION 7.1 TRANSFER

In the event that through merger or acquisition or other similar event, a Member's assets related to Media Networking are totally or substantially transferred to another entity, that Member's membership may be transferred to the new entity, provided that subscription to the Bylaws and the membership application are properly executed in the name of the new entity. Any such transfer of membership shall be subject to approval by the Board. Notwithstanding the foregoing, a Member may transfer its membership to a wholly-owned subsidiary of that Member.

SECTION 7.2 RESIGNATION

Any Member of the Media Networking Alliance may withdraw from membership by tendering a written resignation to the Board and a sum of money equal to any and all dues and special assessments, and each and every installment thereof, remaining unpaid on the date of tender of resignation.

SECTION 7.3 WITHDRAW FROM BUSINESS

Membership in the Media Networking Alliance shall automatically terminate upon bankruptcy or withdrawal from or cessation of business by any Member which is a legal entity (incorporated or unincorporated).

SECTION 7.4 SUSPENSION AND REVOCATION

Any Member who violates any of the Bylaws, documented procedures, or duly adopted resolutions, or fails to pay dues or special assessments, shall by a two-thirds (2/3) vote of the Board present at any meeting at which a quorum exists, be subject to suspension or membership revocation as authorized in the Policies and



Procedures of the Media Networking Alliance. Membership revocation or suspension for any reason other than nonpayment of dues or special assessments shall occur only after the affected member has been advised, in advance, in writing of the proposed revocation or suspension and the reasons therefor, and has been given an opportunity to submit to the Board reasons in support of its continued membership in the Media Networking Alliance. The notice to the affected Member shall include the name and address of the individual or legal entity making the charge and a concise statement of the material facts constituting the charge. If the Board determines in good faith that the allegations are substantiated, the Board shall vote on whether to revoke or suspend the Member's membership. The decision of the Board concerning membership revocation or suspension shall be final and binding. Any Member whose membership in the MNA shall have been suspended by the Board shall not be considered a Member in good standing during the period of suspension and shall take no part in any of the activities, funds, property, rights, and interests belonging to the MNA until such time as such Member complies with the requirements of the Board for the removal of the suspension and the return to good standing. A Member whose membership is revoked for any reason shall forfeit any dues or special assessments paid during membership. No Member whose membership has been revoked shall be eligible to rejoin the MNA for a period of one (1) year from the date of revocation, and such former Members shall not be considered for readmission until all arrears in dues and/or other monetary obligations to the MNA shall have been paid.

SECTION 7.5 SURVIVAL

The obligations under Section 8.2 of a terminated or withdrawing Member shall survive termination or withdrawal with respect to:

- (a) any Binding Proposal adopted and approved for publication by the Corporation prior to the Member's termination or withdrawal (and including technical revisions or updates thereto);
- (b) any Limited or Integrated Proposal, whenever adopted or published, to the extent that it includes or incorporates a Binding Proposal, or portion thereof, published prior to the Member's withdrawal or termination; and
- (c) any portions of any MNA Proposal, whenever adopted or published, that incorporate or are based on the withdrawing or terminated Member's own Contribution(s).

ARTICLE 8.0 ADMINISTRATIVE

The Board shall designate a working group to draft a document setting forth the Policies and Procedures of the Media Networking Alliance as guidelines for Members, which Policies and Procedures shall be subject to ratification by a general meeting of the Membership.

SECTION 8.1 SUBSCRIPTION TO BYLAWS

Each Member shall subscribe to and agree to be bound by these Bylaws and all amendments thereto before being entitled to the rights of membership in the Corporation. Those Members who have paid the required dues and assessments in accordance with these Bylaws and who are not suspended shall be members in good standing.

SECTION 8.2 INTELLECTUAL PROPERTY RIGHTS

8.2.1.1 “Binding Proposal means any Integrated Proposal and, with respect to a particular Full Member, any Limited Proposal to which such Full Member did not timely object (but only to the extent of such Full Member’s objection) pursuant to Section 8.2.3.4.

8.2.1.2 “Contribution” means any technical submission, comment, idea, or suggestion made at any time, including such submissions made prior to the effective date of these Bylaws, to the Media Networking Alliance or any committee thereof, or for incorporation into or modification of the content of an MNA Proposal, provided that the submission is either (a) submitted in writing (including in electronic media); or (b) stated orally, and memorialized with specificity in written documentation (such as approved meeting minutes) that attributes the oral Contribution to the contributor(s), provided that the contributing Member does not object or withdraw such oral submission in writing within forty-five (45) days after the contributing Member’s receipt of such written documentation or object to its inclusion in an MNA Proposal pursuant to Section 8.2.3.4 hereof.

8.2.1.3 “Integrated Proposal” means an MNA Proposal as to which no objection was timely and properly made pursuant to Section 8.2.3.4.

8.2.1.4 “Limited Proposal” means an MNA Proposal as to which a Full Member has timely and properly raised an objection pursuant to Section 8.2.3.4.

8.2.1.5 “MNA Materials” means marketing materials produced to promote Media Networking in accordance with the mission of the MNA, draft versions of MNA Proposals and works-in-progress, schema, prototype software examples, and related documentation or guides, and any materials, updates or modifications related to any of the foregoing.

8.2.1.6 “MNA Proposal” means a Working Group Proposal approved by the Corporation’s Board of Directors pursuant to Section 6.1.

8.2.1.7 “Necessary Claims” means those claims of all patents and patent applications that an entity owns or controls that would necessarily be infringed by implementation of an MNA Proposal. A claim is “necessarily infringed” when there is no reasonable non-infringing alternative for implementing the required portions of the MNA Proposals. Notwithstanding the foregoing, Necessary Claims do not include the following:

- (a) claims other than those set forth above even if contained in the same patent or patent application as Necessary Claims;
- (b) claims that are necessarily infringed only by portions of a product or implementation that are not required for compliance with the MNA Proposal;
- (c) claims covering any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Proposal, but are not themselves expressly set forth in an MNA Proposal;
- (d) claims covering reference implementations or other implementation examples (i.e., examples that may be included in the text of an MNA Proposal and which illustrate how the MNA Proposal could be properly implemented); or
- (e) claims covering the implementation of other published Proposals not developed by or for the Corporation, but referred to in the body of an MNA Proposal.

8.2.1.8 “Working Group Proposal” shall have the meaning ascribed thereto in Section 6.1 hereof.



SECTION 8.2.2 OWNERSHIP AND COPYRIGHT LICENSE

8.2.2.1 The Corporation shall own the copyright on MNA Materials developed by the Corporation, any committees of the corporation, or by any contractors or consultants performing work for the Corporation or one of its committees, subject only to the underlying rights in Contributions as described in Section 8.2.2.3 below. The Corporation may in the future contribute the Integrated and/or Limited Proposals and other MNA Materials to another organization that will take over administration and further development, and for that purpose the Corporation may transfer, assign, contribute or license its copyright, in whole or in part, to that organization.

8.2.2.1 Each Member shall own the copyright in Contributions it makes, and copyright in Contributions developed jointly by more than one Member shall be owned jointly by the contributing parties, without any obligation of accounting to each other or to other Members. Members shall grant to the Corporation a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, copyright license, with the right to sublicense, to use, disclose, copy, reproduce, perform, display, publish, license, modify, create derivative works of, and otherwise distribute and exploit the Contribution for purposes of developing, distributing and promoting the Integrated and Limited Proposals and MNA Materials, including drafts and works-in-progress, and any other purpose reasonably related to the furtherance of the goals of the Corporation (the "Collaboration") and solely for use in connection with the Collaboration. The license is limited to enabling the activity of the Collaboration to be conducted by the Corporation. The right to sublicense shall include any rights necessary to enable the Corporation, at its discretion, to transfer, assign, contribute or license its copyright in MNA Materials, to another organization that will take over administration and development of the Integrated and Limited Proposals and other MNA Materials.

8.2.2.3 The Members agree to affix an appropriate copyright notice to any use of the final MNA Proposal or derivative thereof.

SECTION 8.2.3 PATENT LICENSE

8.2.3.1 Effective upon adoption and publication by the Corporation of an MNA Proposal, and subject to Sections 7.5 and 8.2.3.4, each Member shall grant:

(a) to any other Member, upon request, a nonexclusive, worldwide license to its Necessary Claims, royalty-free and under otherwise reasonable and non-discriminatory (RAND) terms, solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of products, whether hardware or software, that comply with all relevant required portions of that MNA Proposal; provided that, such agreement need not extend to any part or function of a product that is not required for compliance with such MNA Proposal, including optional reference implementations or other implementation examples (i.e., examples that may be included in the text of an MNA Proposal and which illustrate how such MNA Proposal could be properly implemented), and need not extend to Necessary Claims for which a grant of such license would require payment of royalties or other consideration to unaffiliated parties; and

(b) to the Corporation a nonexclusive, worldwide license to its Necessary Claims, royalty-free and under otherwise reasonable and non-discriminatory (RAND) terms, to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of products, whether hardware or

software, that comply with all relevant required portions of that MNA Proposal and the right to grant sublicenses to third parties under the same terms; provided that, such agreement need not extend to any part or function of a product that is not required for compliance with such MNA Proposal, including optional reference implementations or other implementation examples (i.e., examples that may be included in the text of an MNA Proposal and which illustrate how such MNA Proposal could be properly implemented), and need not extend to Necessary Claims for which a grant of such license would require payment of royalties or other consideration to unaffiliated parties.

8.2.3.2 Any transfer or assignment by a Member to a third party of a patent having Necessary Claims shall be made subject to the licensing obligations of this Section.

8.2.3.3 No member shall be required to grant, or entitled to receive, any patent license or right or license, by implication, estoppel or otherwise, except as expressly provided by this section. Members retain the independent right to grant or withhold other non-exclusive licenses of patents containing Necessary Claims to any party on such terms as Member may determine.

8.2.3.4 The Corporation shall provide the text of any MNA Proposal to each Member (as indicated under 8.5) at least forty-five (45) days before the adoption and publication of the respective MNA Proposal, indicating the planned date of adoption and publication. Each Full Member (under section 1.4) can object to the MNA Proposal based on the inclusion as a Necessary Claim (pursuant to Section 8.2.1.7) of intellectual property owned or controlled by such Full Member by notifying the Corporation in writing (which writing may be in the form of electronic mail) before the planned date of adoption and publication. If no such objection is timely received, such MNA Proposal shall be deemed adopted and an Integrated Proposal. Should an objection be timely raised by a Full Member pursuant to this Section

8.2.3.4, and notwithstanding anything to the contrary elsewhere in these Bylaws, (i) any intellectual property owned or controlled by such Full Member that such Full Member objects to having treated as a Necessary Claim with respect to such MNA Proposal shall not be deemed a Necessary Claim, and (ii) such MNA Proposal shall thereafter be deemed a Limited Proposal. The intellectual property whose inclusion as a Necessary Claim is timely and properly objected to pursuant to this Section 8.2.3.4 shall not be subject to the provisions of section 8.2.3 Patent License. Each Full Member has the right to veto any amendments under section 8.4 made to this Section 8.2.3.4. Notwithstanding any objection raised pursuant to this Section 8.2.3.4., the Corporation may promulgate and publish any Limited Proposal; provided, however, that any such publication or promulgation shall clearly indicate that such Limited Proposal is subject to the intellectual property rights of the objecting Full Member.

SECTION 8.3 OTHER PROPERTY RIGHTS

Any Member whose membership in the Media Networking Alliance shall have been terminated by resignation, cessation of business, membership revocation, or other cause shall forfeit thereby all rights of membership in the MNA. No Member has any property rights in any assets of the MNA. Furthermore, no surplus of funds of the MNA (if any) shall inure to the benefit of any Member or employee of the MNA.

SECTION 8.4 AMENDMENTS

These Bylaws may be amended by resolution adopted by the Board, subject to ratification by a general meeting of the Membership.



SECTION 8.5 NOTICE

All Members of the Media Networking Alliance shall maintain on file with the principal office of the MNA, the name, business address, fax number, telephone number and E-mail address of the person authorized by the Member to receive notices from the MNA. Notices shall always be in writing and sent by letter, and confirmed by facsimile or E-mail.

SECTION 8.6 INDEMNIFICATION

Directors and officers of the Media Networking Alliance shall be indemnified, defended, and held harmless from and against any and all costs and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the MNA or to another organization or enterprise at the MNA's request. Persons who are not directors or officers of the MNA may be similarly indemnified in respect of such service to the extent authorized at any time by the Board. The MNA may at any time, to the extent authorized by the Board, take such steps as may be deemed appropriate by the MNA, including purchasing and maintaining insurance, entering into contracts (including, without limitation, contracts of indemnification between the MNA and its directors and officers), creating a trust fund, granting security interests, or using other means to insure the payment of such amount as may be necessary to effect such indemnification. Neither the amendment nor repeal of this Section 8.6 shall affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification. The indemnification provided by this Section 8.6 shall not be deemed exclusive of any other rights to which a director or officer or former director or officer may be entitled under any other agreement, insurance policy, or otherwise.

SECTION 8.7 REVIEW PROCESS

For any document created by the Media Networking Alliance, a review process within the responsible working group shall be conducted. The review shall consist of the following steps:

1. The draft document and a review list are sent to all group members for review.
2. The review time for feedback shall be at least 7 work days. If necessary, the time can be adjusted by the work group chair.
3. Within the review time, each group member can give his feedback by filling the review list and sending the list back to the work group chair.
4. After the review time, the feedback from all responders is collected by the work group chair and made available to all group members.
5. The group chair organizes a feedback session with the group members where all feedback is discussed and voted upon changes in the draft document. The feedback session can be a face-to-face meeting or a telephone conference.
6. After the feedback session, possible changes will be made in the document and the document will be made available to all group members for voting.
7. A second or third feedback session will not be conducted.

ARTICLE 9 CORPORATE RECORDS AND REPORTS

SECTION 9.1 MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office:

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

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

A record of its Members, if any, indicating their names and addresses and if applicable the class of membership held by each member and the termination date of any membership;

A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Members of the Corporation at all reasonable times during office hours.

SECTION 9.2 DIRECTOR'S 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 and shall have such other rights to inspect the books records and properties of this Corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of any applicable law.

SECTION 9.3 RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

ARTICLE 10 IRS 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 10.1 LIMITATIONS ON ACTIVITIES

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

SECTION 10.2 PROHIBITION AGAINST PRIVATE INUREMENT

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

SECTION 10.3 DISTRIBUTION OF ASSETS

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (6) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Superior Court exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 11 CONFLICT OF INTEREST AND COMPENSATION APPROVAL POLICIES



SECTION 11.1 PURPOSE OF CONFLICT OF INTEREST POLICY

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 11.2 DEFINITIONS

- a. Interested Person.** Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - 1. An ownership or investment interest in any entity with which the corporation has a transaction or arrangement;
 - 2. A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement; or
 - 3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 11.3, paragraph B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

SECTION 11.3 CONFLICT OF INTEREST AVOIDANCE PROCEDURES

- a. Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

- c. **Procedures for Addressing the Conflict of Interest.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

- d. **Violations of the Conflicts of Interest Policy.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 11.4 RECORDS OF BOARD AND BOARD COMMITTEE PROCEEDINGS

The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

SECTION 11.5 COMPENSATION APPROVAL POLICIES

A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

- a. the terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation;
- b. all members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):
 1. is not the person who is the subject of the compensation arrangement, or a family member of such person;
 2. is not in an employment relationship subject to the direction or control of the person who is the subject of the compensation arrangement;
 3. does not receive compensation or other payments subject to approval by the person who is the subject of the compensation arrangement;
 4. has no material financial interest affected by the compensation arrangement; and
 5. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.
- c. the board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
 1. compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size, purpose, and with similar resources;
 2. the availability of similar services in the geographic area of this organization;
 3. current compensation surveys compiled by independent firms;
 4. actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement;

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and

relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- d. the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:
 1. the terms of the compensation arrangement and the date it was approved;
 2. the members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member;
 3. the comparability data obtained and relied upon and how the data was obtained;
 4. If the board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination;
 5. If the board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting;
 6. any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement);
 7. The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

SECTION 11.6 ANNUAL STATEMENTS

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. has received a copy of the conflicts of interest policy;
- b. has read and understands the policy;
- c. has agreed to comply with the policy; and
- d. understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.



SECTION 11.7 PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

SECTION 11.8 USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Section 11.7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.