

**BYLAWS OF
RVU ALLIANCE**
(An Oregon Nonprofit Corporation)

SECTION 1: DEFINITIONS

SECTION 1.1 "Affiliate" or "Affiliates" shall mean, with respect to any Member, an entity that directly or indirectly controls, is Controlled by, or is under common Control with such Member. For purposes of this definition, the term "Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the policies, operations, or activities of an entity, whether by law or agreement, through the ownership of, or right to vote or to direct the disposition of, securities of such entity, or otherwise. An entity is an Affiliate only so long as Control exists. Unless the Articles of Incorporation or these Bylaws provide otherwise, the Board of Directors may, by a unanimous vote of all members of the Board of Directors minus one (1), in connection with an entity first joining the Corporation as a Member, or at any time upon written request of a Member, exclude any Affiliate of such entity or Member from this definition or exempt such Affiliate from discrete obligations otherwise imposed on such Affiliate by virtue of such entity's or Member's membership in the Corporation (including obligations under the Intellectual Property Rights Policy). As a condition to the granting of such exclusion or exemption, the Board of Directors may, in its sole discretion, impose such restrictions, limitations and conditions on such entity or Member (and, if deemed by the Board of Directors to be in the best interest of the Corporation, such Affiliate) as the Board of Directors at the time deems reasonable and appropriate.

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

SECTION 1.3 "Contributor" shall mean a Member of the Corporation who so qualifies in accordance with the provisions of Sections 14 and 16.3, below.

SECTION 1.4 "Corporation" shall mean RVU Alliance.

SECTION 1.5 "Draft Specification" shall mean a document in development or under consideration for adoption as a Final Specification that has not been adopted or approved by the Corporation as set forth in the Intellectual Property Rights Policy.

SECTION 1.6 "Executive Director" shall mean an officer of the Corporation whose duties and responsibilities are set forth in Section 7.9, below. The Executive Director shall be an individual who is not a member of the Board of Directors. The Board of Directors shall appoint the Executive Director.

SECTION 1.7 "Final Specification" shall mean a document adopted and approved for release by the Corporation and any updates or revisions adopted and approved for release by the Corporation as set forth in the Intellectual Property Rights Policy.

SECTION 1.8 "Founding Promoter" shall mean a Member of the Corporation who so qualifies in accordance with the provisions of Sections 14 and 16.1, below.

SECTION 1.9 "Intellectual Property Rights Policy" shall mean the Corporation's Intellectual Property Rights Policy, as proposed and attached hereto, and as adopted and in effect and amended from time to time.

SECTION 1.10 "Member" or "Members" shall mean a general reference to all Founding Promoters, Promoters and Contributors, or any of them, who have so qualified for such classifications pursuant to the

provision of these Bylaws. Member shall not mean a "member" as that term is defined under ORS 65.001(28), since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act.

SECTION 1.11 "Promoter" shall mean each Member of the Corporation who so qualifies in accordance with the provisions of Sections 14 and 16.2, below.

SECTION 2: OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 3855 SW 153rd Drive, Beaverton, OR 97006, Attn: RVU Alliance Administration.

SECTION 2.2 CHANGE OF ADDRESS

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

SECTION 2.3 OTHER OFFICES

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

SECTION 3: PURPOSES AND POWERS

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

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

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is an Oregon nonprofit mutual benefit corporation formed to develop and promote one or more specifications for the transport of digital/video entertainment content in home networks, and to develop and administer a certification process for products implementing such specifications to ensure interoperability between products and manufacturers. The specific purposes for which the Corporation is organized are to:

- (a) Provide a forum and environment whereby the Members and their Affiliates may meet to develop and approve suggested revisions and enhancements to such specifications; and to provide a forum whereby users may meet with developers and providers of related products and services to identify requirements for interoperability.
- (b) Educate the business communities as to the value, benefits and applications for consumer products compliant with such specifications through public statements, publications, trade show demonstrations, seminar sponsorships and other programs established by the Corporation.
- (c) Protect the needs of consumers and increase competition among manufacturers by supporting the creation and implementation of uniform conformance test procedures and processes that assure interoperability of consumer products compliant with such specifications.

(d) Maintain relationships and liaison with technology consortia, and other organizations that support complementary specifications.

(e) Foster the development of competitive new products and services based on such specifications in conformance with the applicable antitrust laws and regulations.

In furtherance of these efforts, the Corporation and its Members shall seek to solicit the participation and comments of all interested parties on a fair, equitable and open basis. As part of these efforts, the Corporation may interface with other groups or bodies developing standards and specifications.

SECTION 3.3 GENERAL POWERS

Unless the Articles of Incorporation provide otherwise, the Corporation has perpetual duration and succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its affairs, but may be dissolved at any time upon a unanimous vote of all members of the Board of Directors.

SECTION 3.4 COMPLIANCE WITH ANTITRUST LAWS

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

Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that it and each other Member is free to develop competing technologies and standards and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

SECTION 4: BOARD OF DIRECTORS

SECTION 4.1 NUMBER

The Board of Directors initially shall be comprised of representatives of the Founding Promoters, such that each Founding Promoter shall designate one individual to serve as a Director. Commencing with the 2011 Annual Meeting of the Board of Directors, one additional director shall be added to the Board of Directors, which seat shall be designated the “**Elected Director**” and shall be elected pursuant to Section 4.4(c), below. Subject to the foregoing, the total number of Directors of the Corporation at any given time shall be set by approval of the Board of Directors with not more than one dissenting vote, and may vary between a minimum of three (3) and a maximum of eleven (11) directors.

SECTION 4.2 POWERS AND DUTIES

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

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

(a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Executive Director of the Corporation, and notices of meetings given in accordance with Section 5.4 shall be valid notices thereof;
- (f) Elect annually a Chairman of the Board to preside over the Board of Directors' meetings or to take such action as may be agreed upon by the Board of Directors in accordance with Section 4.8;
- (g) Establish, charter, modify charter and disband Work Groups (as defined in Section 8.1), as appropriate to conduct the work of the Corporation;
- (h) Establish policies and procedures for the consideration of changes or refinements to Draft Specifications and Final Specifications;
- (i) Consider Draft Specifications (as defined in Section 1.5, above) for adoption and submission to Members for final approval or rejection;
- (j) Consider for approval or rejection any public statement, press release or similar public materials concerning Final Specifications or the business of the Corporation prior to making such materials public;
- (k) Consider for approval or rejection the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;
- (l) Establish annual dues for the various classes of Members and to determine the rights and obligations for each class of Member not otherwise stated in these Bylaws;
- (m) Make a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in the Bylaws and Founding Principles Statement and the need to continue the existence of this entity going forward;
- (n) Establish or revise membership classes and the rights and privileges of the various classes of Members;
- (o) Adopt and modify the Bylaws and, subject to a unanimous vote of all members of the Board of Directors minus one (1), the Intellectual Property Rights Policy;
- (p) Such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the Code;
- (q) Adopt such procedures to govern operations of Work Groups (or if necessary, for specific Work Groups) ("**Work Group Procedures**" or "**Work Group Specific Procedures**," as applicable);
- (r) Adopt all forms of agreement by which the Corporation will be bound; and

(s) In accordance with these Bylaws, elect officers of the Corporation (including appointing and evaluating the Executive Director).

SECTION 4.3 QUALIFICATION

Directors must be employees of a Founding Promoter or Promoter. No Founding Promoter or Promoter may have more than one (1) representative elected to the Board of Directors. For purposes of these Bylaws, a Member and its Affiliates shall be deemed as one (1) Member.

At the first time that a Promoter's representative is seated on the Board of Directors, and annually thereafter, as of the date of the Annual Meeting of the Corporation (as set by the Board of Directors and anticipated to occur each year in January) and as a condition of its representative assuming his or her seat, that Promoter shall pay to the Corporation a fee then in effect as established by the Board of Directors for Founding Promoters.

SECTION 4.4 APPOINTMENT AND ELECTION OF DIRECTORS

(a) Appointment. The initial Board of Directors shall be appointed by the incorporator and shall consist of representatives designated by the Founding Promoters that have executed Membership Agreements and paid the applicable dues specified therein for Founding Promoters as of the organizational meeting of the Board of Directors. Thereafter, the Founding Promoter who joins at that membership level in accordance with Section 16.1, below, shall be entitled to designate one individual to serve on the Board of Directors. Members of the Board of Directors shall serve until their terms expire or terminate or until their successors are appointed.

Each Founding Promoter or, per Section 4.4(b) Promoter, represented on the Board of Directors may also appoint an alternate representative to serve on the Board of Directors on a temporary basis should its designated representative become unavailable. Even if a designated representative to the Board of Directors is present, that Director's alternate representatives may also attend meetings of the Board of Directors, but in a nonvoting capacity. A represented Founding Promoter or Promoter, by providing written notice to the Board of Directors, may replace an individual appointed by that Founding Promoter or Promoter to the Board of Directors at any time either with its designated alternate representative or another designated representative of the Founding Promoter or Promoter.

(b) Nomination and Election of Directors to Open Seats. Any Open Seat on the Board of Directors, (not including the Elected Director seat), shall be filled via election by majority vote of the Promoters.

Promoters wishing to have a representative nominated for the Open Seat must provide written notice of the same to the Secretary not later than thirty (30) days prior to the quarterly meeting of the Board of Directors immediately preceding the next Meeting of the Promoters at which an election of members of the Board of Directors shall take place. Such notice shall include certification that that Promoter or its representative has actively participated in the activities of the Corporation during the prior twelve (12) month period.

The notice shall also include evidence of and that:

- (1) the Promoter possesses and will contribute sufficient technical and marketing resources to invest in the Corporation's activities;
- (2) the Promoter is committed to the purpose of this Corporation; and
- (3) the Promoter has experience participating in standards development organizations.

At such time as all nominees for the Directors are known, but in no event later than the date specified for notice of the Promoters Meeting at which an election of the Director to fill the Open Seat shall take place, the Executive Director shall provide each Promoter with a written slate containing the names of all nominees.

Voting for the election of Directors shall be exclusively by written ballot deposited or received at the time of the Promoters Meeting designated in the notice of meeting. Each Promoter may cast one (1) vote per open Director's seat, and may vote for as many candidates as the number of candidates to be elected to the new Board of Directors. The candidates receiving the highest number of votes shall be elected, up to the number of Directors to be elected.

In the event of a tie between two (2) or more individuals seeking election to the Board of Directors, then prior to seating the new members of the Board of Directors, the current members of the Board of Directors shall determine the winner via majority vote.

(c) Election of Elected Director. Commencing with the 2011 Annual Meeting of the Board of Directors, one Elected Director may be elected from among all Promoters.

Promoters wishing to have a representative nominated for the Elected Director seat on the Board of Directors must provide written notice of the same to the Secretary not later than thirty (30) days prior to the quarterly meeting of the Board of Directors immediately preceding the next Annual Meeting of the Promoters. Such notice shall include certification that that Promoter or its representative has actively participated in the activities of the Corporation during the prior twelve (12) month period.

The notice shall also include evidence of and that:

- (1) the Promoter possesses and will contribute sufficient technical and marketing resources to invest in the Corporation's activities;
- (2) the Promoter is committed to the purpose of this Corporation; and
- (3) the Promoter has experience participating in standards development organizations.

At such time as all nominees for the Elected Director seat are known, but in no event later than the date specified for notice of the Annual Meeting of the Promoters at which an election of the Elected Director shall take place, the Executive Director shall provide each Promoter with a written slate containing the names of all nominees.

Voting for the election of Elected Director shall be exclusively by written ballot of the Promoters deposited or received at the time of the Annual Meeting of the Promoters. Each Promoter may cast one (1) vote. The candidate receiving the highest number of votes shall be elected to the Elected Director seat.

In the event of a tie between two (2) or more individuals seeking election as the Elected Director, the current Board of Directors representatives shall determine the winner via majority vote.

The Promoter represented by the Elected Director shall be invoiced for payment of the additional dues required of Members with representatives on the Board of Directors. Failure to pay such invoice in a timely manner shall be grounds for removal of the Elected Director from the Board of Directors.

SECTION 4.5 TERM OF OFFICE

With the exception of the Elected Director, each Member with a representative elected to the Board of Directors shall be entitled to representation on the Board of Directors for a term of one (1) year. Such term shall be renewed for additional one (1) year term. The term of the Elected Director shall run from the date of election until the next Annual Meeting of the Promoters, or until a successor is duly elected. Elected Directors may serve for successive terms if duly elected.

Other than the Elected Director seat, open seats on the Board of Directors, (the “**Open Seats**”) if any (up to the maximum), shall be filled from among the Promoters for a limited term via election. Except as set forth herein, all Directors shall be elected and serve until the second Annual Meeting of Promoters after his or her election, or until his or her death, resignation or removal from office, or when their successors are elected. Nothing contained herein shall prevent a Promoter from reappointing the same individual to serve as its representative to the Board of Directors in subsequent terms. Should one of the members of the Board of Directors fail to designate a replacement individual to fill its seat on the Board of Directors, then the individual previously filling that seat on behalf of that Promoter shall continue on the Board of Directors for an additional term (or terms). Each Promoter shall designate its appointment to the Board of Directors in writing to the Executive Director, on or before the date set for the Annual Meeting of the Board of Directors in the notice of such meeting.

SECTION 4.6 VACANCIES AND RESIGNATIONS

(a) Vacancies. Vacancies on the Board of Directors shall exist:

- (1) whenever the number of authorized Directors is increased;
- (2) whenever an individual serving as a Member’s representative to the Board of Directors (hereafter a "Director") resigns from the Board of Directors;
- (3) whenever a Director resigns from or is terminated from employment by the Member organization employing the Director at the time of the Director’s appointment;
- (4) whenever a Director’s Member organization terminates its membership as a Promoter in the Corporation;
- (5) whenever a Director’s Member organization loses a vote of no-confidence; and
- (6) wherever a Director is removed from office with or without cause.

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

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

If the Member who has the right under this Section 4.6 to appoint a replacement Director to the Board of Directors fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Member employing the Director has terminated its membership as a Promoter in the Corporation or loses a vote of no-confidence, the vacancy shall not be refilled until the next Annual Meeting of the Promoters.

In the event that two (2) or more Directors’ Member organizations are merged or a Director’s Member organization is acquired by another Director’s Member organization, the resulting or acquiring

Member shall designate which of the Directors is to remain on the Board of Directors and the other Director or Directors will be removed from the Board of Directors immediately upon the closing of the acquisition or merger. Should this process result in a reduction in the number of Promoter representatives on the Board of Directors, the seat vacated thereby shall be filled from among the Promoters by vote of the remaining members of the Board of Directors and such Director shall serve until the next Annual Meeting of the Promoters or until his or her death, resignation or removal from office.

SECTION 4.7 COMPENSATION

Directors shall serve without compensation by the Corporation.

Subject to Section 1.6, nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor so long as such compensation is approved by a majority of disinterested Directors. As used herein, the term “disinterested Directors” shall mean Directors not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

SECTION 4.8 CHAIRMAN OF THE BOARD

(a) Initial Chairman of the Board. The Initial Chairman of the Board shall be the Director appointed by DIRECTV. That Director, or DIRECTV’s designated replacement, shall remain the Chairman of the Board until the second Annual Meeting of the Board of Directors, at which time a new Chairman of the Board may be elected pursuant to Section 4.8(b).

(b) Election of the Chairman of the Board. Commencing with the second Annual Meeting of the Board of Directors, and at each subsequent Annual Meeting of the Board of Directors, the members of the Board of Directors shall elect by majority vote a Chairman of the Board from among the Directors.

(c) Removal. Except in the case of the Initial Chairman of the Board, the Board of Directors may remove the then-current Chairman of the Board, with or without cause, via a unanimous vote of the members of the Board of Directors, minus one (1). Said removal as the Chairman of the Board may not act as a removal from the Board of Directors without further action as provided for under these Bylaws. In the event that the Chairman of the Board steps down or is removed for any reason, the Board of Directors shall elect a new Chairman of the Board via majority vote from among the current Directors.

SECTION 5: MEETINGS AND ACTION OF BOARD

SECTION 5.1 PLACE OF MEETINGS

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

SECTION 5.2 ANNUAL MEETINGS

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of the Promoters. The appointment of the new members of the Board of Directors shall be completed at or before the Annual Meeting of the Board of Directors.

SECTION 5.3 SPECIAL MEETINGS

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

SECTION 5.4 NOTICE OF MEETINGS

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

(a) Annual Meetings. The Executive Director of the Corporation shall give at least thirty (30) days' prior notice to each Director.

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

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

SECTION 5.5 QUORUM FOR MEETINGS

A quorum of the Board of Directors shall consist of two-thirds (2/3) of the total current number of Directors, less one (1). In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

SECTION 5.6 BOARD ACTION AND VOTING

Unless the Articles of Incorporation, these Bylaws or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board of Directors every act or decision done or made upon an affirmative two-thirds (2/3) vote of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, provided, however, said two-thirds (2/3) majority voting in the affirmative for such action must be greater than one-half (1/2) of the then current total number of Directors.

SECTION 5.7 CONDUCT OF MEETINGS

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

To the extent permitted by applicable law, a Promoter's alternate representative to the Board of Directors may attend a Board of Directors' meeting and vote in place of said absent Director should said Director be unavailable to attend such meetings. Should neither the Director nor the designated alternate be available for said meeting, a Director may designate an alternate representative from the same Member

entity to attend a Board of Directors' meeting and vote in place of said absent Director pursuant to a proxy signed by said Director.

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

Directors may participate in a regular or Special Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section 5.7 constitutes presence in person at such meeting.

SECTION 5.8 BOARD ACTION WITHOUT A MEETING

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

SECTION 6: NONLIABILITY AND INDEMNIFICATION OF BOARD

SECTION 6.1 NONLIABILITY OF DIRECTORS

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

SECTION 6.2 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS

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

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

SECTION 6.3 INSURANCE FOR CORPORATE AGENTS

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

SECTION 7: OFFICERS

SECTION 7.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer and an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors. With the exception of the Executive Director, all officers shall be an employee or representative of Founding Promoter or Promoter.

SECTION 7.2 ELECTION AND TERM OF OFFICE

Officers shall be elected by majority vote of the Board of Directors, at each Annual Meeting of the Board of Directors, and each officer shall hold office until he or she dies, resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 7.3 REMOVAL AND RESIGNATION

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon unanimous vote of the members of the Board of Directors, minus one (1). An officer who is also an employee of Founding Promoter or Promoter shall automatically be removed if the employer of the officer terminates its membership in the Corporation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 7.3 shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

SECTION 7.4 VACANCIES

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

SECTION 7.5 DUTIES OF PRESIDENT

The President shall be the chief executive officer of the Corporation and, if a Director, may also be the Chairman of the Board. A representative designated by DIRECTV shall hold this position until the second Annual Meeting of the Board of Directors. The President, acting in the capacity of the President, shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors, including presiding as chairperson at all meetings of the Members.

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

SECTION 7.6 DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 7.7 DUTIES OF SECRETARY

The Secretary shall:

- (a) Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.
- (b) Keep at the principal office of the Corporation or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.
- (c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.
- (d) Be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation.
- (e) Keep at the principal office of the Corporation a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
- (f) Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefor, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation.
- (g) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 7.8 DUTIES OF TREASURER

The Treasurer shall:

- (a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.
- (b) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
- (c) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

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

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

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

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

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

SECTION 7.9 EXECUTIVE DIRECTOR

The Executive Director of the Corporation shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including, but not limited to:

(a) Scheduling and setting up meetings.

(b) Facilitating communication between Members, including providing timely notices of meetings.

(c) Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.

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

(e) Receiving and processing Membership Agreements, and executing them on behalf of the Corporation.

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

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

SECTION 7.10 COMPENSATION

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

Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefor as long as such compensation is approved by a majority of disinterested Directors as defined in Section 4.7, above.

SECTION 8: WORK GROUPS

SECTION 8.1 WORK GROUPS

The Corporation shall have such committees as may from time to time be designated upon vote of the Board of Directors (“Work Groups”). It is anticipated that the Board of Directors shall designate the following Work Groups: (i) Technical Work Group; and (ii) Marketing Work Group.

Meetings and actions of Work Groups shall be governed by, noticed and held in accordance with written Work Group Procedures to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Work Group Procedures. Upon establishment of a Work Group, that Work Group may, through its chairperson, propose specific procedures to govern that Work Group; such specific procedures subject to ratification by the Board of Directors. Work Group specific procedures not otherwise incorporated into the general Work Group Procedures adopted by the Board of Directors shall apply only to the Work Group proposing such procedures.

SECTION 8.2 MEETINGS AND ACTION OF WORK GROUPS

(a) Formation. Any Promoter may propose to the Board of Directors the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group, and the Members that initially desire to participate in such Work Group.

The Board of Directors shall:

- (i) approve or disapprove the formation of each Work Group,
- (ii) approve or disapprove the charter of such Work Group, and
- (iii) appoint the initial and any replacement chairperson of such Work Group from among the Promoters, which chairperson shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint said chairperson.

The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Members as well as the then-current Work Group Procedures that will govern the actions of such Work Group. Without limiting the powers of the Board of Directors as stated in the Bylaws, all output of Work Groups, including but not limited to Draft Specifications, and modifications thereto, shall be subject to review and approval of the Board of Directors and Promoters in accordance with the Bylaws prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members.

(b) Composition. Subject to the approval of the Work Group chairperson and the Board of Directors, a Promoter or Contributor may propose candidates for membership in the Work Group. Any Member in good standing may join any Work Group; provided, however, that the Board of Directors may, from time to time, develop and publish objective minimum standards for membership in Work Groups as part of its Work Group Procedures or Work Group Specific Procedures.

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

(d) Meetings. Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Board of Directors. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures or Work Group Specific Procedures

adopted by the Board of Directors. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

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

SECTION 9: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 9.1 EXECUTION OF INSTRUMENTS

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

SECTION 9.2 CHECKS AND NOTES

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

SECTION 9.3 DEPOSITS

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

SECTION 10: CORPORATE RECORDS AND REPORTS

SECTION 10.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

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

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

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

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

SECTION 10.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board of Directors may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Promoters and Contributors 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 law.

SECTION 10.3 RIGHT TO COPY AND MAKE EXTRACTS

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

SECTION 10.4 PERIODIC REPORT

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

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

SECTION 11.1 LIMITATION ON ACTIVITIES

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

SECTION 11.2 PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Members, Directors 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 11.3 DISTRIBUTION OF ASSETS

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more "Qualified Organizations," as defined below, as the Board of Directors shall determine. For purposes of this Section 11.3, "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by Oregon Revised Statute Section 317.080, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

SECTION 12: AMENDMENT OF BYLAWS

Except where otherwise provided for in individual Sections herein, or Attachments, these Bylaws and any Attachments, or any of them, may only be altered, amended, or repealed, and new Bylaws adopted, upon approval of the Board of Directors with not more than one (1) dissenting vote.

SECTION 13: CONSTRUCTION AND TERMS

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

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

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter, Corporate Charter, or other founding document of the Corporation filed with an office of the State of Oregon and used to establish the legal existence of the Corporation.

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

SECTION 14: MEMBERSHIP PROVISIONS

SECTION 14.1 DETERMINATION AND RIGHTS OF MEMBERS

The Corporation shall have such classes of membership ("**Membership Classifications**") as defined by the Board of Directors, including the initial classifications set forth in the definition of Members above. No Member shall hold more than one (1) membership in the Corporation. For purposes of this Section a Member and its Affiliates shall be deemed one (1) Member. Subject to Section 4.3, entities with direct or indirect Control of a Member, or those under common Control with a Member may opt to become a separate and distinct Member of the Corporation. Except as expressly provided in or authorized by the applicable Membership Agreements, the Articles of Incorporation, the Bylaws of this Corporation, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors.

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

SECTION 14.2 QUALIFICATIONS FOR MEMBERSHIP

The qualifications for membership in this Corporation are as follows:

Any for-profit corporation, nonprofit corporation, or other enterprise supportive of this Corporation's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and who pays the then current annual dues applicable its Membership Classification. Additionally, each Member hereby agrees to not load the membership of any Work Group of the Corporation for the purpose of obstructing the purpose of the Corporation or the progress or purpose of that Work Group.

SECTION 14.3 ADMISSION TO MEMBERSHIP

Applicants qualified under Section 14.2, above, shall be admitted to membership upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Membership Agreement; and payment of the applicable annual dues specified in the Membership Agreement.

SECTION 14.4 FEES AND DUES

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

SECTION 14.5 NUMBER OF MEMBERS

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

SECTION 14.6 MEMBERSHIP ROLL

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

SECTION 14.7 NONLIABILITY OF MEMBERS

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

SECTION 14.8 NONTRANSFERABILITY OF MEMBERSHIPS

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

SECTION 14.9 TERMINATION OF MEMBERSHIP

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

- (a) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is delivered personally or mailed to such Member by the Secretary or Executive Director of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.
- (b) Upon fifteen (15) days' written notice from the Member.

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

(d) Upon a Member's dissolution.

In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) Membership and one (1) vote in all Membership votes thereafter. The former voting Member may, however, upon written notice to the Board of Directors, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof. So long as the resulting entity shall remain a Member in good standing of the Corporation, the vendor identification number or numbers of the former Member shall be transferred to the resulting entity who shall be entitled to use that vendor identification number in addition to such other vendor identification numbers that the Member already may have the right to use.

All rights of a Member in the Corporation shall cease on termination of membership as herein provided. A Member terminated from the Corporation shall not receive any refund of dues already paid for the then current dues period.

SECTION 15: MEETINGS OF MEMBERS

SECTION 15.1 PLACE OF MEETINGS

Meetings of Members shall be designated from time to time by resolution of the Board of Directors, which resolution shall specify the meeting place and time. At the discretion of the Board of Directors, meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 15.2 ANNUAL AND REGULAR MEETINGS

The Annual Meetings of Members shall be held for the purpose of conducting such business as may come before the meeting. Each of the Annual Meetings of Members shall be deemed a regular meeting.

SECTION 15.3 SPECIAL MEETINGS OF MEMBERS

Special Meetings of the Members for any purpose shall be called by the Board of Directors, or by written request of three-quarters (3/4) of the Members.

SECTION 15.4 NOTICE OF MEETINGS AND WAIVER

(a) Notice. Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of the Annual Meeting shall be provided not less than thirty (30) days in advance thereof. In the case of a Special Meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) days before the date of the meeting.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Corporation, provided that the Member to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. If notification is provided by mail (including the U.S. Postal Service and express courier services and the like), such notice shall be deemed to

be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in ORS Chapter 65, as that chapter may, from time-to-time, be amended.

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

SECTION 15.5 QUORUM FOR MEETINGS OF MEMBERS

Pursuant to ORS 65.241, those Members present at a properly noticed meeting of the Members shall constitute a quorum.

SECTION 15.6 MEMBER ACTION

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

SECTION 15.7 MEMBER ACTION AT MEETINGS

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

SECTION 15.8 ACTION BY WRITTEN BALLOT

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or Special Meeting of Members may be taken without a meeting or in conjunction with a meeting if the Corporation distributes a written ballot to each Member entitled to a vote.

The ballot shall:

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

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

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

SECTION 15.9 CONDUCT AND ORGANIZATION OF MEETINGS

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

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

SECTION 16: MEMBERSHIP CLASSIFICATIONS

SECTION 16.1 FOUNDING PROMOTERS

The Corporation shall have Founding Promoters. The initial Founding Promoters shall be those Members that have executed Membership Agreements and paid the applicable dues specified therein for Founding Promoters as of the organizational meeting of the Board of Directors. Thereafter, one (1) additional Founding Promoter may be invited to join at that membership level by a unanimous vote of all members of the Board of Directors. All Founding Promoters must execute a Membership Agreement and pay the applicable dues specified therein for Founding Promoters. All Founding Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Founding Promoters shall be granted the specific additional rights stated in this Section 16.1.

Among other benefits specifically afforded to Founding Promoters who remain in good standing are:

- (a) the permanent right to appoint a representative to a Permanent Seat on the Board of Directors;
- (b) the right to be listed (with a hyperlink to the Founding Promoter's web site) as an Founding Promoter on the Corporation's web site;
- (c) the right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Founding Promoter-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);
- (d) the right to access Member-only confidential information, including but not limited to Draft Specifications and internal working documents of the Corporation;
- (e) subject to the then-current Work Group Procedures that will govern the actions of Work Groups of the Corporation, the right to participate in, and vote on activities of such Work Groups;

(f) subject to the then-current Work Group Procedures that will govern the actions of Work Groups of the Corporation, the right to chair Work Groups prior to this right being extended to all other Members of the Corporation;

(g) the right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise the same. This right may include the right to place links to the Founding Promoter's product information on the Corporation's web site;

(h) the right to technical support with regard to then-supported Final Specifications when and if such services are provided by the Corporation;

(i) the right to receive support documentation and materials concerning Final Specifications;

(j) subject to such procedures as may be adopted by the Board of Directors, the right to review and approve Draft Specifications and Final Specifications;

(k) the right to submit proposed revisions and addendum proposals for Final Specifications;

(l) the preferential right of first refusal (prior to Promoters or Contributors) to actively participate in the Corporation's marketing and promotional activities at trade shows and other industry events; and

(m) the right to be listed as an Founding Promoter in all press releases of the Corporation.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoters may be entitled.

SECTION 16.2 PROMOTERS

The Corporation shall have up to a maximum number of thirty-five (35) Promoters, who may be invited to join the Corporation in such capacity only upon approval of the Board of Directors with not more than one (1) dissenting vote. Such invitation shall be determined by the Board of Directors based on fair and objective criteria and may generally include a requirement that a prospective Promoter have a substantial economic or technical interest or impact on the Corporation's success in fulfilling its stated purpose, that it have a good faith intent to develop and launch products or services compliant with Final Specifications, and that it will publicly declare its Membership in the Corporation. All Promoters must execute a Membership Agreement and pay the fees called for therein for Promoters. Once accepted, all Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Promoters shall be granted the specific additional rights stated in this Section 16.2 and shall be subject to the obligations stated in the Intellectual Property Rights Policy.

Among other benefits specifically afforded to Promoters who remain in good standing are:

(a) The right to be listed (with a hyperlink to the Promoter's web site) as a Promoter on the Corporation's web site;

(b) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Promoter-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);

(c) The right to access Member-only confidential information, including but not limited to Draft Specifications and internal working documents of the Corporation as well as Promoter-only

confidential information such as selected financial and business issues and discussions related to the evaluation and review process for Draft Specifications determined by the Board of Directors as accessible to Promoters only;

(d) Subject to the then-current Work Group Procedures that will govern the actions of Work Groups of the Corporation, the right to participate in the activities of such Work Groups as well as eligibility to chair the Board of Directors or such Work Groups;

(e) The right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise the same. This right may include the right to place links to the Promoter's product information on the Corporation's web site;

(f) The right to technical support with regard to then-supported Final Specifications when and if such services are provided by the Corporation;

(g) The right to receive support documentation and materials concerning Final Specifications;

(h) Subject to such procedures as may be adopted by the Board of Directors, the right to review Draft Specifications and finally approve or reject Draft Specifications as Final Specifications;

(i) The right to submit proposed revisions and addendum proposals for Final Specifications;

(j) The right to propose for membership new Promoters (subject to acceptance by the Board of Directors);

(k) The right to nominate a Promoter representative to stand for election to an open seat on the Board of Directors of the Corporation or, commencing with the second Annual Meeting of the Board of Directors once the Elected Director, the Elected Director seat;

(l) The preferential right of first refusal (prior to Contributors) to actively participate in the Corporation's marketing and promotional activities at trade shows and other industry events; and

(m) The right to be listed as a Promoter in all press releases of the Corporation.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoters may be entitled.

SECTION 16.3 CONTRIBUTORS

The Corporation shall have Contributors. Admission as a Contributor shall be open to any party. All Contributors must execute a Membership Agreement and pay the fees called for therein for Contributors. Once accepted, all Contributors shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Contributors shall be granted the specific additional rights stated in this Section 16.3 and shall be subject to the obligations in the Intellectual Property Rights Policy.

Among other benefits specifically afforded to Contributors who remain in good standing are:

(a) The right to be listed as a Member on the Corporation's web site;

(b) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);

(c) The right to access Member-only confidential information, including but not limited to Draft Specifications and internal working documents of the Work Groups on which the Member serves;

(d) Subject to the then-current Work Procedures that will govern the actions of Work Groups of the Corporation, the right to participate in the activities of such Work Groups;

(e) The right to attend and participate in compliance workshops conducted by the Corporation and, upon successful product certification by the Corporation, to generally advertise the same;

(f) The right to technical support with regard to then-supported Final Specifications when and if such services are provided by the Corporation;

(g) The right to receive support documentation and materials concerning Final Specifications; and

(h) Subject to such procedures as may be adopted by the Board of Directors, the right to review and comment on Draft Specifications of the Corporation prior to their adoption by the Corporation as Final Specifications.

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

SECTION 17: CONFIDENTIALITY

SECTION 17.1 CONFIDENTIAL INFORMATION

The Members intend to engage in discussions regarding Draft Specifications, Final Specifications, governance and marketing of the Corporation. During the course of these discussions the Members may choose to exchange confidential and proprietary business and technical information in furtherance of the purposes of this Corporation. The Members wish to protect the confidential and proprietary nature of such information. All information disclosed to the other Members that is clearly marked “confidential” or with some other proprietary notice of the discloser, or that is orally identified as confidential or proprietary, shall be deemed “Confidential Information.” A party disclosing Confidential Information orally shall confirm the designation in writing, within fifteen (15) days of disclosure.

SECTION 17.2 OBLIGATION OF CONFIDENTIALITY

Each Member will maintain Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances, and will neither use, disclose nor copy such Confidential Information, except as necessary for its affiliates, directors, officers, agents, attorneys and contractors or employees with a need to know for the purpose of participation in the Corporation (“Representatives”). Any copies of writings containing Confidential Information which are made or disclosed in this manner will be marked “confidential” or “proprietary” or with a similar legend. Unless the Members agree otherwise, this obligation of confidentiality will expire three (3) years from the date of the original disclosure. However, the Members will not be liable for the disclosure of any information which is:

- (a) rightfully in the public domain other than by the Members' breach of a duty of confidentiality;
- (b) rightfully received from a third party without any obligation of confidentiality;
- (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing Party;
- (d) independently developed by employees of the Members;
- (e) rightfully disclosed as required by law; or
- (f) is the subject of a written permission to disclose by the Party disclosing in accordance with these Bylaws.

Nothing contained in these Bylaws will preclude any Member from proffering or entering into nondisclosure agreements with other Members for any reason, provided that as to information disclosed to any Member solely through its participation in the Corporation's activities, the provisions of these Bylaws shall in all respects control.

SECTION 17.3 NO OBLIGATION OF DISCLOSURE – TERMINATION

The Members have no obligation to disclose Confidential Information to the other Members. Any Party may, at any time: (a) cease giving Confidential Information to the other Members without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed hereunder, and all copies thereof, and the other Members will promptly comply with such request, and certify in writing its compliance.

SECTION 17.4 RESIDUALS

As a result of engaging in the development effort referred to in these Bylaws, and the receipt of Confidential Information, each Party may increase or enhance the knowledge or experience, and the written expression thereof, retained without reference to printed or electronic documents in the memories of each of its Representatives. Notwithstanding anything else to the contrary in these Bylaws, each Representative may use and disclose such knowledge, experience, and the written expression thereof in his or her employment with his or her Member. With respect to the knowledge and experience and written expression thereof, no Party or its Representatives, shall (1) intentionally memorize it so as to reduce it to an intangible form for the purpose of creating or using a residual, or (2) avoid the Party's obligation to maintain its confidentiality merely by having a person commit such item to memory so as to reduce it to an intangible form. No Party who owns Confidential Information shall acquire or be entitled to any rights in the business endeavor of any other Party that may use such knowledge or experience, or the written expression thereof, nor any right to compensation related to another Party's use of such knowledge, experience or written expression.

SECTION 17.5 SURVIVAL

This Section 17 shall survive any termination of participation pursuant to Section 14.9 or any other reason.

SECTION 18: ALTERNATIVE DISPUTE RESOLUTION

SECTION 18.1 APPLICATION

The following provisions apply in the event of dispute between a Member and the Corporation. Notwithstanding anything else herein, this Section 18 shall only apply to disputes between the Corporation and its Members and shall not apply to any disputes between Members or between the Members and third parties.

SECTION 18.2 WAIVER OF WARRANTIES

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

SECTION 18.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE CORPORATION BE LIABLE TO ITS MEMBERS, OR ITS MEMBERS LIABLE TO CORPORATION, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY’S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. ANY AGREEMENT APPROVED BY THE BOARD OF DIRECTORS FOR TECHNICAL SUPPORT TO NON-MEMBERS WILL INCLUDE A LIMITATION OF LIABILITY SECTION AT LEAST AS PROTECTIVE OF THE CORPORATION AND ITS MEMBERS AS THE PROVISION SET FORTH IN THESE BYLAWS.

SECTION 18.4 MEDIATION

The parties agree to first submit any controversy or claim between any Member and the Corporation arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in Los Angeles, California, by a mediator to be selected by the parties from a panel selected by the International Chamber of Commerce (“ICC”) ADR Dispute Resolutions Services. The parties agree to mediate in good faith over a minimum period of thirty (30) days.

SECTION 18.5 ARBITRATION

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

(a) Location. The location of the mediation and arbitration shall be in Los Angeles, California, or a location where the parties mutually agree.

(b) Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) ICC arbitrators who are independent and disinterested with respect to the Corporation. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by ICC from among their panelists with relevant

expertise.

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

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

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

(f) Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, experts, investors, insurers, legal counsel, and when required to disclose by applicable securities laws.

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

SECTION 18.6 SURVIVAL

This Section 18 shall survive any termination of participation pursuant to Section 14.9 or any other reason.

* *

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of RVU ALLIANCE, an Oregon Nonprofit Corporation;
and

The foregoing Bylaws comprising 28 pages, including this page, constitute the original Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ___ day of _____,
20__.

Name

Signature