

Bylaws



As approved on August 18, 2020

ARTICLE I

NAME, PURPOSE AND OFFICES

Section 1.1 Name

The name of the organization is “Autonomous Vehicle Computing Consortium, Inc.” and it is referred to in these Bylaws as the “Consortium”.

Section 1.2 Principal Office

The principal office of the Consortium shall be located at 200 Erselia Trail, Alamo, CA 94507, USA. The Board of Directors of the Consortium (the “Board of Directors”) is hereby granted full power and authority to change its principal office from one location to another both within and without said state.

Section 1.3 Other Offices

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places.

Section 1.4 Purpose

The nature of the business or purposes to be conducted or promoted by the Consortium is to engage in any lawful act or activity for which corporations that are organized as not-for-profit may be organized under the General Corporation Law of Delaware. The primary purpose of the Consortium is to (i) develop a conceptual compute platform architecture, its hardware requirements and software APIs to build automated and assisted driving solutions, as defined by the SAE practice J3016 levels 1-5, that use processors, accelerators and other application-specific engines guided by the objectives of portability, interoperability, scalability and a balance between performance and cost, (ii) identify relevant requirements in the architecture, hardware or software API efforts which are assumed to reside at the system and not in the component levels, and (iii) work with standards bodies to identify, leverage and influence the development of industry standards using the concepts supported by the Consortium.

Section 1.5 Nonprofit Status

(a) The Consortium is organized and shall be operated as a non-stock, not for profit membership corporation organized under the General Corporation Law of the State of Delaware.

(b) The Board of Directors may, in its sole discretion, elect to seek exemption from Federal taxation for the Consortium pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter, the “Code”). In the event that such exemption is sought and until such time, if ever, as such exemption is denied or lost, the Consortium shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(6) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

Section 1.6 Joint Research and Development Venture

In working toward the achievement of its stated purpose, the Consortium and its Members intend to comply with the National Cooperative Research and Production Act, 15 U.S.C.A. §4301 et seq., and to engage in a “joint research and development venture” as defined therein.

ARTICLE IIMEMBERSSection 2.1 Classes of Membership

The Consortium shall initially have three classes of membership ordered here from most senior to most junior:

- (a) Founder Members;
- (b) Core Members, and;
- (c) General Members.

Additional classes of voting and non-voting members may be created in the future, and the rights of existing classes of members may be amended, in each case pursuant to Section 2.9 of these Bylaws. Founder Members, Core Members and any future classes of members that are entitled to voting rights shall be collectively referred to as “Voting Members.” All Voting and non-voting memberships in the Consortium are collectively referred to in these Bylaws as “Membership”, and an entity holding Membership is referred to in these Bylaws as a “Member”.

Section 2.2 General Conditions of Membership

Any organization, association, governmental agency, company, corporation, or non-profit entity that meets the criteria of membership shall be admitted to Membership upon: (a) approval by the Board of Directors of its Membership Agreement signed by an applicant on such form as may be from time to time required by the Consortium, and; (b) entry into force of the Membership Agreement after payment of such application fees, assessments, initiation fees (if any), annual dues or other fees for such class of Membership as may from time to time be established by the Board of Directors (collectively, “Fees”). A Member shall remain in good standing as a Member provided that such Member is in compliance with the terms and conditions of the Consortium’s Bylaws, Membership Agreement and such rules and policies as the Board of Directors and/or any committees thereof (each a “Board Committee”) may from time to time adopt, including without limitation, timely payment of all Fees and penalties for late payment as may be determined by the Board of Directors (such Fees and penalties are collectively referred to in the Bylaws as “Financial Obligations”, and all of the foregoing good standing requirements are collectively referred to in the Bylaws as “Membership Obligations”).

Section 2.3 Criteria of Membership

Any automobile manufacturer or other company, corporation or organization developing solutions in the automated and assisted driving supply chain, and any association, governmental agency, research institute or higher education institution, or other not-for profit entity that develops and/or publishes standards or requirement documents for the automotive industry shall be eligible to become a Member.

Section 2.4 Privileges of Founder Membership

Each Founder Member, while in good standing, will be entitled to:

- (a) appoint and maintain a representative to serve as a member of the Board of Directors (each a “Founder Director”) as provided in Article IV;
- (b) all rights of more junior classes of Membership, except for those described in Section 2.5 (a) and 2.6(b) below.

Section 2.5 Privileges of Core Membership

Each Core Member, while in good standing, will be entitled to:

- (a) nominate a representative to run for election to, and participate in the election of members of the Board of Directors (“Core Directors”); as provided in Article IV;
- (b) nominate its Board representatives, if any, to run for election as officers of the Consortium (each an “Officer”);
- (c) nominate one representative to run for election as chairperson or vice-chairperson (if any) of any Committee of the Members (each a “Member Committee”) and Sub-Group thereof (as contemplated by Section 5.5(c));
- (d) vote on each matter submitted to a vote of the Voting Members;
- (e) appoint one voting representative, on a one vote per Member basis, to each Member Committee and Sub-Group thereof that the Consortium may establish, and, subject to any limitations on attendance imposed by the Board of Directors, appoint non-voting representatives to each such Member Committee and Sub-Group; and
- (g) all rights of more junior classes of Membership, except for those described in Section 2.6(b).

Section 2.6 Privileges of General Membership

Each General Member, while in good standing, will be entitled to:

- (a) propose initiatives to be acted upon by the Consortium, and make contributions to such initiatives;
- (b) appoint one representative, in a non-voting capacity, to participate in each Member Committee and Sub-Group thereof that the Consortium may establish;
- (c) place a link to such Member’s Web site on the Consortium Web site;
- (d) display the Consortium logo on such Member’s Web site, to indicate membership in the Consortium;

(e) receive on-line access to all publications of the Consortium that are intended for regular distribution, prior to distribution to the public, including pre-public access to any technical elements under development and of all final elements as adopted by the Consortium; and

(f) such other benefits, rights and privileges applicable to such Member's Membership class as the Board of Directors may from time to time designate.

Section 2.7 Rights in Intellectual Property

All intellectual property submitted to or owned, adopted or created by the Consortium, including without limitation, any of the same which may be represented by recommendations, guidelines, policies or procedures (collectively, "Intellectual Property"), shall be subject to such policies and procedures, including the Consortium's Intellectual Property Rights Policy (the "IPR Policy"), as may from time to time be adopted by the Board of Directors.

Section 2.8 Other Rights of Membership.

(a) Only the legal entity which has been accepted as a Member of the Consortium, or its Affiliate, shall be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member and its Affiliate shall be treated together as a single Member. For purposes of this section, the term "Affiliate" means any parents, subsidiaries, and any entities that directly, or indirectly through one or more intermediaries, control or own, are controlled by or owned by, or are under common control with or common ownership with the Member, provided that such parent, subsidiary and entity is not itself an independent Member in good standing. For purposes of this section, the term "control" or "ownership" (and derivative terms) means the direct or indirect ownership of more than fifty percent (50%) of an entity or the right to exercise management control.

(b) Only one Member of the Consortium, or its Affiliate, shall be entitled to have a representative on the Board of Directors at one time as described in Article II above.

(c) If a Member is itself a consortium, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member shall extend only to the representatives (employees and individuals serving on a contractor basis) of such Member, and not to its members or sponsors, unless otherwise approved by the Board of Directors in a specific case from time to time.

(d) Memberships shall be non-transferable, non-salable and non-assignable, except that any Member may transfer its Membership for the then current year to a successor to substantially all of its business and/or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by these Bylaws, the Certificate of Incorporation and such policies and procedures as the Board of Directors may from time to time adopt.

Section 2.9 Additional Classes of Members

The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed, and one or more additional classes of Membership may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be prescribed, by adoption of an amendment to these Bylaws pursuant to Section 4.10 and Article XIV of the Bylaws.

Section 2.10 Termination or Suspension of Membership

Any Member may be suspended from Membership or have its Membership terminated by the Board of Directors for failure to satisfy, and/or rectify the failure as set out below, its Membership Obligations, including without limitation a non-payment of the Fees, or for engaging in any conduct, either within or without the Consortium, that is contrary to the interests of the Consortium or to the advancement of the Consortium's business or industry goals. Financial Obligations already paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable. Except as provided in the last paragraph of this Section 2.10, no termination or suspension of Membership for any other purpose shall be effective unless:

(a) The Member is given notice of the proposed termination or suspension of Membership and of the reasons therefore;

(b) Such notice is delivered personally or by certified mail, return receipt requested, or by a national or international overnight courier service, sent to the last address of the Member shown on the Consortium's records;

(c) Such notice is given at least thirty days prior to the effective date of the proposed termination or suspension of Membership; and

(d) Except in the case of a termination or suspension of Membership for failure to satisfy a Financial Obligation, such notice sets forth a procedure determined by the Board of Directors (or other body authorized by the Board of Directors) to decide whether or not the proposed termination or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five days before the effective date of the proposed termination or suspension as stated in the notice.

Notwithstanding the foregoing, in the event that the Board of Directors believes in good faith that a Member is engaging in willful misconduct to the material detriment of the best interests of the Consortium and its Members, the Board of Directors may suspend such Member's Membership immediately, provided that such Member is otherwise afforded the protections provided for in subsections (a), (b) and (d) of this Section 2.10. In this case, the suspended Member is given the right to be heard as stated in subsection (d) above but is effectively suspended during that process and until a decision to remove such suspension is issued or the suspended Member's Membership is terminated.

Section 2.11 Resignation by Member

A Member may resign as a Member at any time during a calendar year up to ninety days (90) of the anniversary of the effective date of the Membership Agreement of such Member. Any Financial Obligations already paid by such Member shall not be refundable in such event, and all such Financial Obligations of such Member which may be accrued and unpaid as of such date shall remain due and payable.

Section 2.12 Membership Book

The name and address of each Member shall be contained in a membership book to be maintained at the principal office of the Consortium (the “Membership Book”). The Consortium shall ensure that such information shall be maintained in compliance with the California Consumer Privacy Act of 2018, and the EU General Data Protection Regulation (GDPR).

Termination of any Membership shall be recorded in the book together with the date of such termination. Each Member shall be responsible for apprising the Consortium in writing of all changes to its name and address, and of the names and addresses of all representatives of such Member appointed to be members of Member Committees appointed or nominated, as appropriate, by such Member in its application for Membership or to receive notices or to vote on behalf of such Member.

Section 2.13 Levy of Dues, Assessments or Fees

The Consortium may levy dues, assessments or fees upon its Members in such amounts as may be approved from time to time by the Board of Directors, but a Member upon learning of any increase in dues, or of any levy of any assessments or fees, may avoid liability therefor by resigning from Membership prior to the date such dues, assessments or fees are due and payable, except where the Member is, by contract with the Consortium or otherwise, independently and explicitly liable for such dues, assessments or fees. No provision of the Bylaws of the Consortium authorizing such dues, assessments or fees shall, of itself, create such liability. In no event shall the failure of a Member to pay any dues or assessments give rise to any claim in favor of the Consortium for indirect or consequential damages.

Section 2.14 Use of Names

Neither the Consortium nor any Member shall use the name of the other in any form of publicity without the written permission of the other, provided that the Consortium and any Member may each disclose and publicize such Member’s Membership in the Consortium.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1 Place of Meetings

All meetings of the Members shall physically be held at such place within or without the State of Delaware, or as may otherwise be permitted by law, and at such time as may be fixed from time to time by the Board of Directors or President of the Consortium, or if not so appointed or nominated, as appropriate, at the registered office of the Consortium.

Section 3.2 Annual Meeting

Annual meetings of Members ordinarily shall be held by written consent pursuant to Section 3.10. Notwithstanding the foregoing, however, the Board of Directors may call any annual meeting to be held in person and each such meeting, once called, shall take place on the second Tuesday in September of the applicable year, if not a legal holiday, and if a legal holiday, then on the second secular day following, at 10:00 a.m. local time, or at such other date and time as shall be appointed or nominated, as appropriate, from time to time by the Board of Directors or the Chairman. Pursuant to such written consent, or at such meeting, as applicable, the Voting Members shall elect a Board of Directors in accordance with Section 4.3 and shall transact such other business as may properly be addressed by written consent, or at such meeting, as applicable. If no annual meeting is held (and no annual consent has been executed) in accordance with the foregoing provision, the Board of Directors shall cause a meeting to be held as soon thereafter as convenient, which meeting shall be appointed or nominated, as appropriate, a special meeting in lieu of annual meeting.

Section 3.3 Special Meetings

Special meetings of the Members, for any purpose or purposes, may be called by the Board of Directors, the President or the Secretary at the request in writing of a majority of the Directors then in office, or at the request in writing of Voting Members entitled to vote at least ten percent of the aggregate votes of all Voting Members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Upon request by any person or persons entitled to call a special meeting of the Voting Members, the President, the Chairperson of the Board of Directors (the “Chairperson”) (if any), any Vice-President or the Secretary shall, within thirty days after receipt of the request, cause notice to be given to the Voting Members entitled to vote at such meeting that a special meeting will be held at a time chosen by the Board of Directors, but not less than thirty-five nor more than ninety days after receipt of such request.

Section 3.4 Notice of Meetings

Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, written notice of each meeting of the Members, annual or special, stating the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and such other information as may be required by law shall be given not less than thirty nor more than sixty days before the date of the meeting, to each Member entitled to attend such meeting.

Section 3.5 Voting List

The Officer who has charge of the Membership Book of the Consortium shall prepare and make a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each such Member. Nothing contained in this Section shall require the Consortium to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Consortium. In the event that the Consortium determines to make the list available on an electronic network, the Consortium may take reasonable steps to ensure that such information is available only to Voting Members of the Consortium. The list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Member who is present.

Section 3.6 Quorum

Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, Voting Members entitled to vote more than fifty percent of the aggregate votes of all Voting Members, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. Member Committees shall have the same rules relating to quorum requirements and voting majorities as provided for in these Bylaws, unless otherwise approved by the affirmative vote of the Board of Directors.

Section 3.7 Adjournments

Any meeting of Members may be adjourned from time to time without notice to any other time and to any other place at which a meeting of Members may be held under these Bylaws if the time and place of such adjourned meeting, the means of remote communications, if any, by which Members may be deemed to be present in person and vote at such adjourned meeting and such other information as may be required by law are announced at the meeting at which the adjournment is taken. Such adjournment shall be approved by a majority of the Voting Members present in person or represented by proxy and entitled to vote at such meeting (regardless of whether a quorum is present), or, if no Voting Member is present or represented by proxy, by any Officer entitled to preside at or to act as Secretary of such meeting. At any reconvened meeting following such an adjournment the Consortium may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a

notice of the adjourned meeting shall be given to all Members entitled to attend such a meeting.

Section 3.8 Action at Meetings

(a) Unless the question is one upon which, by express provision of law, the Certificate of Incorporation, or these Bylaws, a different vote is required (in which case such express provision shall govern and control the decision of such question), when a quorum is present at any meeting of Members, the vote of more than fifty percent of the aggregate votes of all Voting Members, present in person or represented by proxy and entitled to vote on the question, shall decide any question brought before such meeting.

(b) Notwithstanding Section 3.8(a), in the event that any vote is to be taken of a single class of Voting Members, then a quorum for such vote shall be not less than fifty percent of the Voting Members of that class, and when such quorum is present, the vote of more than fifty percent of the aggregate votes of the Voting Members of that class present in person or represented by proxy and entitled to vote on the question, shall decide such question.

Section 3.9 Proxies

Each Member entitled to vote with respect to any Consortium corporate action at a meeting of Members, or to express consent or dissent to any action in writing without a meeting, may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Without limiting the manner in which a Member may authorize another person or persons to act for such Member as proxy pursuant to this Section, the following shall constitute valid means by which a Member may grant such authority:

(a) A Member may execute in writing authorizing another person or persons to act for such Member as proxy. Execution may be accomplished by the Member or such Member's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature.

(b) A Member may authorize another person or persons to act for such Member as proxy by transmitting or authorizing the transmission of an email, or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such , email or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the , email or other electronic transmission was authorized by the Member. If it is determined that such emails or other electronic transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information upon which they relied.

Section 3.10 Action Without Meeting

Any action required or permitted to be taken at any meeting of Members, or at any meeting of a Member Committee, Sub- Group thereof or other group of Members or subset of Members, may be taken without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, shall be signed by Members (or all members of a class of Members, as the case may be) making up not less than that percentage of all Members as would be necessary to authorize or take such action at a meeting at which all Members (or class of Members, as the case may be) entitled to vote thereon were present and voted. Prompt notice of the taking of any Consortium corporate action without a meeting by less than unanimous written consent shall be given to those otherwise entitled to vote thereon who have not consented in writing. An electronic transmission consenting to an action to be taken and transmitted by a Member or proxyholder, or by a person or persons authorized to act for a Member or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section, provided that any such electronic transmission sets forth or is delivered with information from which the Consortium can determine (A) that the electronic transmission was transmitted by the Member or proxyholder or by a person or persons authorized to act for the Member or proxyholder and (B) the date on which such Member or proxyholder or authorized person or persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to its registered office in Delaware, its principal place of business or an Officer or agent of the Consortium having custody of the book in which proceedings of meetings of Members are recorded. Delivery made to the Consortium's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by electronic transmission may be otherwise delivered to the principal place of business of the Consortium or to an Officer or agent of the Consortium having custody of the book in which proceedings of meetings of Members are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the Consortium.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 3.11 Nomination and Election Procedures

Subject to the provisions of Section 4.3, the Board of Directors shall establish reasonable nomination and election procedures given the nature, size, and operations of the Consortium, including a reasonable means for Members of appropriate classes to nominate a person for election as a Director, a reasonable opportunity for a nominee to communicate to the Members the nominee's qualifications and the reasons for the nominee's candidacy (if requested by such nominee), a reasonable opportunity for all nominees to solicit votes (if requested by any such nominee), and a reasonable opportunity for all Members entitled to vote thereon to choose among the nominees.

Section 3.12 Order of Business

The order of business at all meetings of Members shall be as determined by the presiding Officer, but the order of business to be followed at any meeting at which a quorum is present may be changed by a vote of the Voting Members.

ARTICLE IVDIRECTORSSection 4.1 Powers; Voting

The business and affairs of the Consortium shall be managed by its Board of Directors, which shall be, and shall possess all of the powers of, the “Governing Body” of the Consortium as a non-stock, not-for-profit membership corporation under Delaware General Corporation Law. The Board of Directors may exercise all powers of the Consortium and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the Members.

Section 4.2 Number of Directors

(a) Subject to Section 4.4, the total number of Directors shall not be fewer than one (1) and not greater than eleven (11), and no Member, or Affiliate, can hold more than one seat comprising:

(i) up to six (6) Founding Directors;

(ii) from zero (0) to five (5) Core Directors, with the number of Core Directors not exceeding the number of Core Members in good standing;

The Founding Directors and the Core Directors are sometimes individually and collectively referred to as “Directors(s).”

Section 4.3 Nomination, Election and Term of Office of Directors

(a) Each Founder Member shall, for so long as it maintains uninterrupted Membership in good standing as a Founder Member, be entitled individually to appoint one individual to serve as a Founding Director.

(b) Each Core Member (while remaining in good standing) shall be entitled individually to nominate one individual for election to serve as a Core Director.

(c) The Core Members, voting together as a class, shall elect up to five (5) Core Directors, each to serve for a term of two-years, with the exception that the Board may determine that the initial Core Directors may be allocated one and two year terms in order to establish continuity.

(d) Each Core Director may, but shall not automatically, be nominated and elected for additional one-year terms.

(e) Each Director shall hold office until the earliest to occur of (i) the expiration of the term for which such Director was appointed or elected, as appropriate and such Director’s

successor is appointed or elected, as appropriate and qualified, (ii) the expiration or termination of Membership of the Member that appointed or nominated, as appropriate, such Director, (iii) the death, resignation or removal of such Director, (iv) the combination, by merger, acquisition or otherwise, of two Members that each have representatives on the Board of Directors, upon which event one of the two representatives, as appointed or nominated, as appropriate, by the surviving Member, shall be deemed to have resigned or (v) if requested by the Member who nominated or appointed such Director to the Board of Directors, upon the termination of the employment or contract by such Member of such Director. In addition, during such times as the Membership of any Member that has a representative serving as a Director is suspended pursuant to Section 2.10 above, the attendance and voting rights of such Director representative shall also be suspended until such time, if ever, as such suspension is lifted.

(f) Each Director (or the Member that appointed or nominated, as appropriate, or is the employer of such Director) may designate in writing (which designation may be withdrawn in writing at any time by such Director or Member) an individual to act as a Director in his or her stead, whether for a single meeting or as a standing alternate. Any such alternate Director shall be entitled to (i) attend and vote at all meetings which the designating Director does not attend, (ii) sign all written consents in lieu of the designating Director, and (iii) otherwise exercise the duties and enjoy the privileges of the designating Director in the absence or unavailability of the designating Director.

(g) The Board may approve from time to time such reasonable attendance and other requirements as it shall deem to be advisable to ensure that seats on the Board are held by active, contributing individuals. Such rules may provide that in the event that such requirements have not been met by a Director, he or she shall automatically be deemed to have resigned from the Board, but no such rule may be imposed retroactively.

Section 4.4 Enlargement or Reduction

Subject to Section 2.9 above, the number of Directors, the persons eligible to become Directors and the classes of Members eligible to elect and/or nominate Directors may be amended at any time by adoption of an amendment to these Bylaws pursuant to Article XIV of the Bylaws.

Section 4.5 Resignation and Removal

Any Director may resign at any time upon notice to the Consortium in writing or by electronic transmission at the principal place of business of the Consortium or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director who was appointed or nominated, as appropriate, by a Member under Section 4.3 may be removed by that Member without any delay period. Any or all of the Directors who were elected by a class of Members voting as a class may be removed by a majority vote of such class of Members. Any Director may be removed by a majority of the other Directors then in office for engaging in any conduct, either within or without the Consortium, that is contrary to the interests of the Consortium or to the advancement of the Consortium's business or industry goals; provided, however, that the Member or class of Members that appointed or nominated, as appropriate, and elected or nominated and elected (as the case may be) such removed Director shall be

entitled to designate and elect or nominate and elect (as the case may be) a replacement for such removed Director to serve for the balance of such removed Director's term.

Section 4.6 Vacancies

(a) Vacancies on one of the six (6) seats reserved for Founder Members occurring as a result of the death, resignation or removal of a Founding Director shall be filled by the Founder Member that appointed such Director subject to the provisions of Section 4.3.

(b) Vacancies on one of the five (5) seats reserved for Core Members occurring as a result of the death, resignation or removal of a Core Director shall be filled by vote of a majority of the existing Core Members voting as a class. The term of a Director so elected shall be the unexpired portion of the term of the Director whom the Director so elected is replacing.

(c) In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law or these Bylaws, may exercise the powers of the full Board of Directors until the vacancy is filled.

Section 4.7 Place of Meetings

The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 4.8 Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A regular meeting of the Board of Directors may be held without notice, provided that scheduling such a meeting does not disadvantage any Director due to distance or time-zones. Any Director who cannot attend in person, must be offered electronic access via a teleconference bridge facility.

Section 4.9 Special Meetings

Special meetings of the Board of Directors may be called by the President, Secretary, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Notice to each Director, either personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to his or her business or home address, or deposited in the mail, shall be given to each Director by the Secretary or by the Officer or one of the Directors calling the meeting at least seven (7) days prior to the meeting, pursuant to Article VII. A notice or waiver of notice or any waiver by electronic transmission of a meeting of the Board of Directors need not specify the purposes of the meeting.

Section 4.10 Quorum, Action at Meeting, Adjournments

(a) Except where a Super Majority Vote is required under these Bylaws, at all meetings

of the Board of Directors a majority of Directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of such Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or these Bylaws.

(b) In order to pass a “Super Majority Vote”, a resolution must be taken at a meeting of the Board at which at least two-thirds of the Directors then in office are present and participating (whether in person, by proxy or otherwise), and in support of which at least two-thirds of the Directors then in office have voted affirmatively, or by an equivalent number of Directors acting by written consent in the manner described in Section 4.11 below. A Super Majority Vote of the Board of Directors shall be required with respect to the following matters:

(i) Amending or repealing any provision of these Bylaws or the Certificate of Incorporation;

(ii) Adopting or recommending to the Members an agreement of merger or consolidation of the Consortium;

(iii) Approving or recommending to the Members the sale, lease or exchange of all or substantially all of the Consortium’s property and assets;

(iv) Approving or recommending to the Members the dissolution, liquidation or winding up of the Consortium or a revocation of any such dissolution, liquidation or winding up;

(v) Enlarging or reducing the size of the Board of Directors;

(vi) Amending or modifying the eligibility requirements for membership on the Board of Directors or the classes of Members eligible to designate and/or elect Directors;

(vii) Adopting, amending or repealing any policy, including but not limited to the IPR Policy;

(viii) Adoption or amending reasonable attendance and other requirements of the Board of Directors pursuant to Section 4.3 (g);

(ix) Adoption of a new logo for the Consortium; and

(x) Any other matter specifically requiring a Super Majority Vote of the Board of Directors pursuant to these Bylaws.

(c) No Director whose attendance and voting rights have been suspended shall be counted for purposes of determining quorum, the number of Directors then in office or the number of Directors required for voting purposes, unless otherwise required by law, the Certificate of Incorporation, or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present, provided that all absent Directors shall be given notice of such adjournment. In the

event that one or more of the Directors shall be disqualified from voting at any meeting upon any matter, then the required quorum as it relates to the consideration of such matter shall be reduced by one for each such Director so disqualified.

Section 4.11 Action by Consent

(a) Unless otherwise restricted by law, the Certificate of Incorporation, or these Bylaws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting and without prior notice if either:

(i) in the case of an action requiring a Super Majority Vote, not less than two-thirds of all the directors then in office shall consent thereto in writing or by electronic transmission, provided that:

(A) such request for written consent shall have been sent simultaneously to all Directors then in office for their consideration;

In all cases, the writing or writings, or electronic transmission or transmissions, shall be filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(ii) in all other cases, a majority of Directors then in office (or such greater number of Directors as may be required by law, the Certificate of Incorporation, or the Bylaws of the Consortium for the taking of any such action at a meeting) consent thereto in writing or by electronic transmission, provided that:

(A) such request for written consent shall have been sent simultaneously to all Directors then in office for their consideration;

(B) prompt written notice of any action so taken is given to those Directors who have not consented in writing or by electronic transmission; and

(C) two or more such Directors have not objected to the taking of any such action by written notice delivered to the Consortium within ten business days following the date that written notice of the Directors action is mailed or otherwise delivered to such Directors.

In all cases, the writing or writings, or electronic transmission or transmissions, shall be filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(b) Notwithstanding the foregoing, the ability of two or more non-consenting Directors to prevent the taking of an action by written consent under clause 4.11(a)(ii)(C) above shall not prevent any such action from being taken at a later date at an actual meeting of the Board of Directors.

(c) Unless otherwise restricted by these Bylaws, any action required or permitted to be

taken at any meeting of any Board Committee may be taken in the manner set forth in the preceding clauses 4.11(a) and (b).

Section 4.12 Telephonic Meetings

Unless otherwise restricted by law or these Bylaws, members of the Board of Directors or of any Board Committee may participate in a meeting of the Board of Directors or of any Board Committee, as the case may be, by means of conference telephone, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.13 Inspection Rights

Every Director shall have the absolute right at any time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind, and to inspect the physical properties of the Consortium unless the information sought exists inside the Consortium under a non-disclosure agreement (“NDA”) and the Member represented by the requesting Director did not opt-in as per Article VIII of the Consortium’s IPR Policy and is, therefore, not a party to the NDA.

Section 4.14 Establishing Member Committees and Sub-Groups

Three or more Members of any level may propose in person during a meeting of the Board of Directors, or sign an electronic document sent to all Directors simultaneously, the formation of Member Committees or Sub-Groups. The Board of Directors votes on whether to approve the request after evaluating if its mission and the market needs are clear and strong enough to justify investing Consortium resources.

Once approved, the new Member Committee or Sub-Group elects its officers, reaffirms its statement of work, and adopts Member Committee-specific or Sub-Group-specific policies and procedures. Each Member Committee or Sub-Group must periodically report its progress to the Board of Directors at such time as may be designated from time to time by the Board of Directors.

Section 4.15 Dissolving Member Committees and Sub-Groups

Three or more Members of any level may request in writing to the Board of Directors, or sign an electronic document sent to all Directors simultaneously, the dissolution of Member Committees or Sub-Groups.

Any Member Committee(s) or Sub-Group(s) may be dissolved by the Board of Directors after review of its performance and current market needs against its approved mission and original market needs, and available Consortium resources. If the Board of Directors deems that the Member Committees or Sub-Groups are no longer of interest to the Consortium or to the advancement of the Consortium’s business or industry goals, the Board of Directors may dissolve the Member Committee(s) or Sub-Group(s) by a majority vote.

The officers of the Member Committee(s) or Sub-Group(s) which is to be dissolved per decision of the Board of Directors shall be given not less than 30 days prior to the effective date of the proposed dissolution to execute an orderly shutdown of the work and safeguard all the information in the storage archives of the Consortium.

Section 4.16 Fees and Compensation

Directors shall not receive any stated salary or reimbursements for their services as Directors; provided that, by resolution of a majority of the Board of Directors, the Consortium may reimburse Directors for expenses incurred while acting on behalf of the Consortium, in such amounts as the Board of Directors may determine to be appropriate. Nothing herein contained shall be construed to preclude any Director from serving the Consortium in any other capacity as an Officer, agent, employee or otherwise, and receiving compensation therefor. The Directors may also approve reimbursement of expenses for members of Board Committees in connection with their service on such Board Committees.

ARTICLE VEXECUTIVE COMMITTEE AND OTHER COMMITTEESSection 5.1 Executive Committee

The Board of Directors may (but shall not be required), by resolution adopted by a majority of the Directors then in office (provided a quorum is present), create an Executive Committee, consisting of one or more Directors. The Board of Directors may designate one or more Directors as alternate members of such Executive Committee, who may replace any absent member at any meeting of such Executive Committee. The Executive Committee, subject to any limitations imposed by the Certificate of Incorporation, these Bylaws, statute and/or resolution adopted by the Board of Directors, shall have and may exercise all of the powers of the Board of Directors which are delegated to the Executive Committee from time to time by the Board of Directors; provided, however, that the Executive Committee shall have no authority with respect to:

- (a) Approving any action which requires approval of the Voting Members;
- (b) Establishment or dissolution of any Board Committee, Member Committee, or sub-group;
- (c) Adopting any work product as set forth in Section 5.5(a);
- (d) Filling vacancies on the Board of Directors;
- (e) Decision to nominate or remove any Officer, the President or Vice-President;
- (f) Fixing compensation of the Directors for serving on the Board of Directors or on any Board Committee;
- (g) Amending or repealing any resolution of the Board of Directors which by its express terms is not so amendable or repealable; and
- (h) Adopting any resolution or approving any action that requires a Super Majority Vote under these Bylaws;

Section 5.2 Other Committees of the Board of Directors

The Board of Directors may, by resolution adopted by a majority of the Directors then in office (provided a quorum is present), create such nominating, audit, compensation and other Board Committees, each consisting of one or more Directors appointed by the Board of Directors, as the Board of Directors may from time to time deem advisable, to perform such general or special duties as may from time to time be delegated to any such Board Committees by the Board of Directors, subject to the limitations imposed by law, the Certificate of

Incorporation, or these Bylaws. No such Committee shall have the power or authority to take any action prohibited by Section 5.1 above to be taken by the Executive Committee. The Board of Directors may designate one or more Directors as alternate members of any Board Committees, who may replace any absent member at any meeting of such Board Committees. Any such Board Committee or Board Committees shall have such powers, duties and name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each Board Committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request.

Section 5.3 Meetings of Committees of the Board of Directors

Except as otherwise provided in these Bylaws or by resolution of the Board of Directors, each Board Committee may adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, but unless otherwise provided by resolution of the Board of Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the conduct of the business of the Board of Directors.

Section 5.4 Term of Office of Members of Committees of the Board of Directors

Each member of a Board Committee shall serve for such term as shall be established at the time of his or her election, which term shall not extend past his or her other tenure as a director.

Section 5.5 Committees of the Members

(a) A technical committee of the Consortium (the “Technical Committee”) shall be established by the Board of Directors. Such Technical Committee may have such Sub-Groups as from time to time may be approved by the Board of Directors, and the members of neither such Technical Committee nor such Sub-Groups need be Directors. The Technical Committee and its Sub-Groups shall be the primary Member-level forum for the discussion and preliminary adoption of a conceptual compute platform architecture, its hardware requirements and software APIs subject to the review, and within the strategic direction established by, the Board of Directors. The Technical Committee shall have such rights and privileges as shall from time to time be established by the Board of Directors, or as set forth in such Technical Committee rules and policies as shall have been previously adopted by the Board of Directors. The Technical Committee may make technical recommendations to the Board of Directors concerning its defined mission and any enhancements thereto; may coordinate and implement the same; and may undertake such other tasks as may from time to time be established by the Board of Directors, provided that all its work products may only be finally adopted by vote of the Board of Directors.

(b) A marketing committee of the Consortium (the “Marketing Committee”) may be established at such time as deemed advisable by the Board of Directors. Such Member Committee may have such Sub-Groups as from time to time may be approved by the Board of Directors, and the members of neither the Marketing Committee nor such Sub-Groups need be Directors. The Marketing Committee and its Sub-Groups shall be the primary Member-level forum for the discussion of activities intended to promote the mission of the Consortium

generally in the industry, subject to the review, and within the strategic direction established by the Board of Directors. The Marketing Committee shall have such rights and privileges, and shall have such number of voting members, as shall from time to time be established by the Board of Directors, or as set forth in such Marketing Committee rules and policies as shall have been previously adopted by the Board of Directors. The Marketing Committee may make recommendations to the Board of Directors concerning promotional matters relating to Consortium adopted technical work, may coordinate and implement the same, and may undertake such other tasks as may from time to time be permitted by the Board of Directors.

(c) From time to time, the Board of Directors may establish additional Member Committees. Each Member, unless otherwise provided by the Board of Directors on a per Membership class basis, so long as it remains a Member in good standing, shall be entitled to appoint such representatives to each such Member Committee, with such voting rights (if any), as set forth in Article II. Unless otherwise specified in these Bylaws or by the Board of Directors, each Member Committee may have such sub-groups and special interest groups as from time to time may be approved by such Member Committee, within the strategic direction established by the Board of Directors (each a “Sub-Group”), and the members of neither such Member Committee nor its Sub-Groups need be Directors.

ARTICLE VI

OFFICERS

Section 6.1 Officers

The Officers of the Consortium shall be a Chairperson, a President, a Treasurer and a Secretary. The Chairperson must be a Director, while the Treasurer and the Secretary may, or may not, also be Directors. The President is not a Director. The Consortium may also have, at the discretion of the Board of Directors one or more Assistant Secretaries and/or Assistant Treasurers, and such other Officers with such titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3.

The Chairperson shall preside over meetings of the Board of Directors. Initially, one person may hold two or more offices unless these Bylaws otherwise provide. From and after the first annual election of Officers, each Voting Member shall have only one representative at any time that serves the Consortium as an Officer.

Section 6.2 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular elections to such office and may be filled by the Board of Directors, at its discretion.

Section 6.3 Election

The Board of Directors at its first meeting, and afterwards at each annual anniversary shall choose a Chairperson, a Secretary and a Treasurer. Other Officers may be elected by the Board of Directors at such meeting, and any or all Officers may be replaced, at any other meeting of, or by written consent of, the Board of Directors.

Section 6.4 Tenure

Each Officer of the Consortium shall hold office for one (1) year and until his or her successor is chosen and qualified, unless a different term is specified in the vote choosing or electing him, or until his or her earlier death, resignation or removal. Any Officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any Officer may resign by delivering his or her written resignation to the Consortium at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.5 Chairperson

The Chairperson shall preside at all meetings of the Board of Directors and the Members. The Chairperson shall see that all orders and resolutions of the Board of Directors are carried into effect. Without limiting the foregoing, the Chairperson shall:

- (a) Delegate to the President any duties and responsibilities he or she sees appropriate, and modify those responsibilities as necessary;
- (b) Oversee the performance of the President according to pre-agreed metrics;
- (c) Perform and/or delegate such other duties as may from time to time be assigned by the Board of Directors and/or any Executive Committee.

Section 6.6 Vice-Chairperson (if any)

In the absence of the Chairperson or in the event of his or her inability or refusal to act, a Vice-Chairperson (if any) shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties and have such other powers as the Board of Directors or the Chairperson may from time to time prescribe.

Section 6.7 President

The Consortium shall engage an outside professional to preside over the day-to-day affairs of the Consortium under the direction of the Chairperson and the Board of Directors. The President shall not be an employee of any of the Members, or belong to any of the Consortium's Membership classes, and shall not be a Director.

The President shall oversee the management of the business of the Consortium and perform any other duties assigned by the Chairperson, the Board of Directors, and/or any Executive Committee. He or she shall attend all meetings of the Board of Directors, the Members and, when appropriate, Committees and Sub-Groups.

The President shall have such authority as is commonly associated with the position of Chief Executive Officer, subject to the oversight and authority of the Board of Directors. He or she shall serve at the pleasure of the Board of Directors and be engaged under a services contract with a clear statement of work and delegated authority. The President shall serve until his or her successor is chosen, in terms not shorter than one (1) year. A President may be removed at any time by the Board of Directors, within the agreed upon contractual causes for dismissal.

Section 6.8 Secretary

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary, and shall:

- (a) Prepare and maintain lists of Members and their addresses as required;
- (b) Attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Consortium and of the Board of Directors in a book to be kept for that purpose and perform like duties for the standing Board Committees when required;

(c) Give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and perform such other duties as may be from time to time prescribed by the Board of Directors, and be under their supervision; and

(d) Notwithstanding the foregoing, upon prior approval by Board of Directors, the Secretary may delegate and supervise any or all of the foregoing duties and actions to a person or service provider retained by the Consortium.

Section 6.9 Treasurer

The Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Consortium and shall deposit all moneys and other valuable effects in the name and to the credit of the Consortium in such depositories as may be designated by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairperson and the Board of Directors, when the Chairperson or Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Consortium.

Notwithstanding the foregoing, upon prior approval by the Board of Directors, the Treasurer may delegate and supervise any or all of the foregoing duties and actions to a person or service provider retained by the Consortium.

Section 6.10 Compensation

The compensation, if any, of the Officers shall be fixed from time to time by the Board of Directors, and no Officer shall be prevented from receiving such compensation by reason of the fact that the Officer is also a Director of the Consortium.

ARTICLE VIINOTICESSection 7.1 Delivery

(a) Whenever, under the provisions of law, the Certificate of Incorporation, or these Bylaws, written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or Member, at his, her or its address as it appears on the records of the Consortium, with postage thereon prepaid. Unless written notice by mail is required by law, the Certificate of Incorporation, or another provision of these Bylaws, and subject to the provisions below relating to notice by electronic transmission to Members, written notice may also be given by electronic mail, telecopy, commercial delivery service, or similar means, addressed to such Director or Member at his, her or its address as it appears on the records of the Consortium. Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Consortium under any provision of law, the Certificate of Incorporation, or the Bylaws, unless written notice by mail is required by law, the Certificate of Incorporation, or another provision of these Bylaws, shall be effective if given by a form of electronic transmission consented to by the Member to whom the notice is given. Any consent by a Member to receive notice by electronic transmission shall be revocable by that Member by written notice to the Consortium. Any such consent shall be deemed revoked if (1) the Consortium is unable to deliver by electronic transmission two consecutive notices given by the Consortium in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary of the Consortium or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(b) Notice given pursuant to this Section shall be deemed given: (1) if by facsimile telecommunication (A) to a Member, when directed to a number at which the Member has consented to receive notice and (B) to a Director, when directed to the number for such Director as it appears on the records of the Consortium; (2) if by electronic mail to (A) a Member, when directed to an electronic mail address at which the Member has consented to receive notice and (B) to a Director, when directed to the electronic mail address for such Director as it appears on the records of the Consortium; (3) if by a posting on an electronic network together with separate notice to the Member or Director of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; (4) if by any other form of electronic transmission, when directed to the Member or Director; (5) if by in-hand delivery or oral notice, at the time it is actually given; (6) if by mail, ten days after the same shall be deposited in the United States mail; and (7) if by commercial delivery carrier or similar means, at the time when the same shall be deposited with the carrier, in each case the transmission charge to be paid by the Consortium or the person sending such notice and not by the addressee. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Consortium that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(d) Without limiting the foregoing, the Consortium adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Consortium shall not be under any obligation (except as required by law or these Bylaws) to send any notice to any Member by any means other than electronic mail, and it is therefore the responsibility of each Member to avail itself of and make such arrangements as may be necessary to receive notice in such fashion.

Section 7.2 Waiver of Notice

Whenever any notice is required to be given under the provisions of law, the Certificate of Incorporation, or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent thereto.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Actions other than by or in the Right of the Consortium

The Consortium shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Consortium) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Consortium, or is or was serving at the request of the Consortium as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Consortium, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Consortium, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 8.2 Actions by or in the Right of the Consortium

The Consortium shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Consortium to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Consortium, or is or was serving at the request of the Consortium as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Consortium; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 8.3 Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 of this Article VIII has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be

indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 8.4 Specific Authorization

Any indemnification under Section 8.1 or 8.2 of this Article VIII (unless ordered by a court) shall be made by the Consortium only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by a majority vote of such Directors who were not parties to such action, suit or proceeding, even though less than a quorum or (2) by the Members of the Consortium.

Section 8.5 Advance Payment

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Consortium in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Consortium as authorized in this Article VIII.

Section 8.6 Non-Exclusivity

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VIII shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any By-law, agreement, vote of Voting Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 8.7 Jurisdiction of Delaware Court of Chancery

The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification. The Delaware Court of Chancery may summarily determine the Consortium's obligation to advance expenses (including attorney's fees).

Section 8.8 Insurance

The Board of Directors will require the Consortium to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Consortium, or is or was serving at the request of the Consortium as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Consortium would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

Section 8.9 Continuation of Indemnification and Advancement of Expenses

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Consortium and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.10 Severability

If any word, clause or provision of this Article VIII or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 8.11 Intent of Article

The intent of this Article VIII is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VIII shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE IXBOOKS AND RECORDSSection 9.1 Books and Records

The Consortium shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board of Directors and Board Committees, and a record of the Members giving their names and addresses and the class of Membership held by each.

Section 9.2 Form of Records

Minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 9.3 Reports to Directors, Members and Others

The Board of Directors shall cause such reports to be prepared, filed and/or distributed as may be required.

Section 9.4 Record Date

In order that the Consortium may determine the Members entitled to notice of or Voting Members entitled to vote at any meeting of Members or any adjournment thereof, or to express consent to Consortium corporate action in writing without a meeting, or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of Membership or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor fewer than ten days before the date of such meeting, nor prior to the adoption of the resolution by the Board of Directors fixing such record date.

A determination of Members of record entitled to notice of or Voting Members entitled to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the record date for determining Members entitled to notice of or Voting Members entitled to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given or, if notice is waived, at the close of business on the day before the day on which the meeting is held.

The record date for determining Members entitled to express consent to Consortium corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Consortium. The record date for determining Members entitled to express consent to Consortium corporate action in writing without a meeting, when prior action by the Board of Directors is necessary, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 9.5 Registered Members

The Consortium shall be entitled to recognize the exclusive right of a person registered on its books as a Member or a representative of a Member to receive distributions, if any, and to vote, if such records indicate that such person is a Voting Member or a representative of a Voting Member, and to hold liable for Financial Obligations each Member registered on its books, and shall not be bound to recognize any equitable or other claim to or interest in Membership on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Delaware General Corporation Law.

ARTICLE X

CERTAIN TRANSACTIONS

Section 10.1 Transactions with Interested Parties

No contract or transaction between the Consortium and one or more of its Directors or Officers, or between the Consortium and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because such Director or Officer (or other director or officer) is present at or participates in the meeting of the Board of Directors or Board Committee which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or such Board Committee, and the Board of Directors or such Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(b) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Voting Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Voting Members; or

(c) The contract or transaction is fair as to the Consortium as of the time it is authorized, approved or ratified, by the Board of Directors, a Board Committee, or the Voting Members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or Board Committee that authorizes the contract or transaction.

ARTICLE XIGRANTS, CONTRACTS, LOANS, ETCSection 11.1 Grants

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Consortium, may be authorized by the Board of Directors. The Board of Directors may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Consortium to make any such grants, contributions or assistance.

Section 11.2 Execution of Contracts

The Board of Directors may authorize any Officer, employee or agent of the Consortium, in the name and on behalf of the Consortium, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board of Directors to the contrary, the President shall be authorized to execute such contracts and instruments on behalf of the Consortium but must inform the Board of Directors of any such actions.

Section 11.3 Checks, Drafts

All checks, drafts and other orders for the payment of money out of the funds of the Consortium, and all notes or other evidences of indebtedness of the Consortium, shall be signed on behalf of the Consortium in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 11.4 Deposits

The funds of the Consortium not otherwise employed shall be deposited from time to time to the order of the Consortium in such banks, trust companies, or other depositories as the Board of Directors may select or direct, or as may be selected or directed by an Officer, employee or agent of the Consortium to whom such power may from time to time be specifically delegated by the Board of Directors.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Fiscal Year

The fiscal year of the Consortium shall be determined, and may be changed, by resolution of the Board of Directors.

Section 12.2 Reserves

The Directors may set apart out of any funds of the Consortium a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 12.3 Seal

The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the Consortium, the year of its organization and the word “Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be altered from time to time by the Board of Directors.

Section 12.4 Proprietary Rights

(a) Except as specifically provided to the contrary in such policies and procedures as may from time to time be approved by the Board of Directors, all information disclosed by any participant during any official meeting or activity of the Consortium, including but not limited to Member meetings, Member Committee Meetings, Sub-Group meetings, Board of Directors meetings, meetings of Board Committees and sub-committees thereof, electronic mail or the like, shall be deemed to have been disclosed on a non-confidential basis, but without waiver of any rights represented by intellectual property including but not limited to valid patents, patent applications, and Federal and international statutory copyrights.

(b) Each Member for itself and its respective licensors agrees to grant, and hereby grants, the Consortium a nonexclusive, irrevocable, sublicensable, royalty-free, paid up, worldwide license, under its copyright with respect to information that is disclosed to the Consortium during any official meeting or activity of the Consortium, including but not limited to Member meetings, Member Committee Meetings, Sub-Group meetings, Board of Directors meetings, meetings of Board Committees and sub-committees thereof, as detailed in Article V of the Consortium’s IPR Policy.

(b) No express or implied right, whether by implication, estoppel, or otherwise, to any patent, trade secret, or other intellectual property right of any Member is or shall be deemed to be granted to the Consortium or to any other Member by reason of its membership in or participation in the activities of the Consortium, except as may be provided in a separate written agreement as detailed in Article VII of the Consortium’s IPR Policy.

(c) No Member shall at any time be required to exchange proprietary information with any other Member solely by reason of its being a Member of the Consortium.

ARTICLE XIII

ANTI-TRUST AND ANTI-BRIBERY COMPLIANCE

Section 13.1 Anti-trust

The Consortium will conduct all of its activities in conformance with all international, U.S. federal and state antitrust laws, including the Sherman Act, the Clayton Act, the Robinson-Patman Act and the Federal Trade Commission Act. In particular, Consortium Members (some of whom are competitors to each other) will commit to abide by such Consortium Antitrust Rules of Engagement as the Board of Directors may from time to time approve in all their interactions and communications. The Board of Directors, the Chairman and the President shall consult legal counsel and seek legal review whenever necessary to ensure that the activities of the Consortium are conducted in conformance with such Rules and laws.

Section 13.2 Availability of Intellectual Property

It is the good faith objective of the Consortium to make all Intellectual Property available as soon as its development and adoption by the Consortium is complete according to Section 5.5(a) under (i) the same terms to all Members who have not participated in the development or determination of such Intellectual Property as well as to all those Members who have participated, (ii) at the same point in time to all Members, and (iii) to all non-Members on fair and reasonable terms and conditions.

Section 13.3 Anti-bribery

The Consortium, and all its Members, Committees, Sub-Committees and partners will conduct all of its activities in compliance with all applicable domestic and international laws, standards and principles relating to anti-bribery or anti-corruption. No form of bribery, including improper offers or payments to or from any contractor, consultant, adviser or other agent of the Consortium will be tolerated. Any Member must: (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption; and (b) promptly report to the Consortium any request or demand for any undue financial or other advantage of any kind made or received by partner in connection with the Consortium. The Board of Directors and the President shall consult legal counsel and seek legal review whenever necessary to ensure that the activities of the Consortium are conducted in conformance with such laws.

Section 13.4 No Obligation to Endorse

No Member shall, by reason of its Membership or participation in the Consortium or otherwise, be obligated to endorse any Intellectual Property (as defined in Section 2.7) developed or promoted by the Consortium, or to conform any of its products to any specifications, recommendations or guidelines developed or adopted by the Consortium, nor shall any such Member be precluded from independently licensing, using or endorsing similar intellectual property, hardware, software, or documentation developed by it or by others.

ARTICLE XIV

AMENDMENTS

Except where such power is expressly limited by law or these Bylaws as to any specific action, these Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, in each case as stated in Section 4.10.

Register of Amendments to the Bylaws

Revision Number	Date	Sections Affected	Change
2.0	18-Aug-2020	1.4	<ul style="list-style-type: none"> • Replace references to “autonomous vehicle” with “automated and assisted driving”. • Clarify the purpose to map into the levels described in SAE practice J3016. • Delete 2nd paragraph.
		2.3	<ul style="list-style-type: none"> • Match the changes made to section 1.4 – usage of the terminology “... automated and assisted driving ...”. • Broadening membership to include research institutes and higher education institutions.
		8.8	<ul style="list-style-type: none"> • Mandate the Board of Directors to maintain insurance coverage.