

FIFTH AMENDED AND RESTATED
BYLAWS OF
INTERNET OF THINGS TALENT CONSORTIUM
(A Delaware Nonprofit Corporation)

ARTICLE 1. OFFICES

The principal office of the Corporation shall be located at the physical address specified by the Board of Directors. The Corporation may change its principal office upon notice to the Members.

SECTION 1.1 CHANGE OF ADDRESS

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

SECTION 1.2 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 1.3 REGISTERED AGENT AND OFFICE

The Corporation shall continuously maintain in the State of Delaware both:

- a. a registered agent, who shall be:
 1. an individual who resides in the State of Delaware;
 2. a corporation, a domestic business corporation, domestic limited liability company or domestic professional corporation with an office in the State of Delaware; or
 3. a foreign corporation, foreign business corporation, foreign limited liability company or foreign professional corporation authorized to transact business in the State of Delaware with an office in the State of Delaware; and
- b. a registered office of the Corporation which shall be the residence or office address of the registered agent.

ARTICLE 2. PURPOSE AND POWERS

SECTION 2.1 CODE 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 2.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is formed for purposes of defining and promoting the skills and jobs required to drive the single connectivity framework to enable communications and interoperability in support of the "Internet of Things" across multiple vertical markets, platforms, modes of communication, transports and use cases.

SECTION 2.3 STRUCTURE

2.3.1 Hierarchy. The Company will consist of the following organizational structures: Members, Board of Directors, Officers and Staff, Working Groups, and Task Groups, each as more specifically described in these Bylaws.

2.3.2 Members. “**Members**” shall mean a general reference to all Sponsor Members, Full Members, Associate Members, and Non Profit Members, 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 used in the General Corporation Law of the State of Delaware. The Corporation shall not be deemed to have “members” for purposes of Delaware state law. Even if the Members are deemed to be “members” under Delaware state law, the Members shall only have the rights, powers, and duties ascribed to them in the Certificate of Incorporation and these Bylaws, and they shall not have any rights powers, or duties ascribed to “members” under the General Corporation Law of the State of Delaware.

2.3.3 Board of Directors. The activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

2.3.4 Officers and Staff. Officers and staff will manage the day-to-day operations of the Corporation under the direction and oversight of the Board of Directors. The officers include the President and Secretary of the Corporation.

2.3.5 Working Groups. The Corporation shall have such groups as may from time to time be designated and/or dissolved upon vote of the Board of Directors (“**Work Groups**”). Meetings and actions of Work Groups shall be governed by, noticed and held in accordance with written Work Group Procedures to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Work Group Procedures.

2.3.6 Task Groups. Each Work Group may charter and/or dissolve such subgroups (“**Task Groups**”) as they may from time to time designate upon vote of that Work Group. Meetings and actions of Task Groups shall be governed by, noticed and held in accordance with any written Work Group Procedures to be adopted by the Board of Directors.

SECTION 2.4 DURATION

The duration of the Corporation shall be perpetual, but may be dissolved at any time upon a unanimous vote of all Directors.

SECTION 2.5 COMPLIANCE WITH ANITRUST LAWS

Each of the Members of the Corporation is committed to fostering competition in the development of new products and services, and the work of the Corporation is 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 they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations or applicable orders. 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 to license its patent rights to third parties,

including without limitation, to enable competing technologies and standards. The Corporation shall adopt Antitrust Guidelines substantially similar to the ones attached hereto as Exhibit A.

ARTICLE 3. MEMBERS

SECTION 3.1 MEMBERSHIP PRIVILEGES AND BOARD DISCRETION

3.1.1 Membership Agreements.

a. In addition to any other privileges earned because of extraordinary contributions to the Corporation, the Board of Directors may formulate terms and incentives to recognize and encourage additional contributions from Members or to encourage new Members to participate, including but not limited to, for example, a mechanism whereby membership dues are offset because of extraordinary contributions by a Member, or a nomination to the Board of Directors is offered to a select prospective member.

b. Any claims for labor capital contribution credit must be presented in a form acceptable to the Board of Directors and must be approved by the Board of Directors, at its sole discretion.

3.1.2 Determination and Rights of Members.

a. 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 Member above. No Member shall hold more than one (1) membership in the Corporation. For purposes of this Section, a Member and its Related Entities shall be deemed one (1) Member.

b. Among the benefits generally to be afforded to the Members are the right to:

1. attend meetings of the general Members of the Corporation;
2. access to Members Only content and documents as may be approved by the Board of Directors;
3. subject to Article 15, to be listed as a Member on the Corporation’s web site and press releases; and
4. access to the general Members’ portions of the Corporation’s web site.

3.1.3 Fees and Dues.

The annual dues payable to the Corporation by each Membership Classification 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 as set forth in the applicable membership agreement. 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 3.2 TYPES OF MEMBERS

3.2.1 Sponsor Members. The Corporation shall have Sponsor Members. Any applicant qualified under Section 3.1 wishing to become a Sponsor Member shall be admitted to membership

upon its execution of the appropriate membership agreement and upon payment of annual dues established pursuant to Section 3.1.3 above.

a. Sponsor Members who remain in good standing shall be:

1. Entitled to a Director position on the Board of Directors of the Corporation in accordance with these Bylaws;
2. Eligible to have that representative elected as an officer of the Corporation; and
3. Eligible to participate in all of the Work Groups of the Corporation and, on an as available basis, have a representative chair one of the same.

b. Sponsor Members who remain in good standing shall also be entitled to:

1. Display of their corporate logo on the Corporation's website home and other membership listing pages,
2. All the benefits afforded Full members.

3.2.2 Full Members. The Corporation shall have Full Members. Any applicant qualified under Section 3.1 wishing to become a Full Member shall be admitted to membership upon its execution of the appropriate membership agreement and upon its payment of dues established pursuant to Section 3.1.3.

a. Full Members who remain in good standing shall be:

1. Eligible to have a representative elected as a Director of the Corporation;
2. Eligible to have that representative elected as an officer of the Corporation; and
3. Eligible to have a representative chair a Work Group of the Corporation when such an opportunity avails itself.

b. Full Members in good standing shall be entitled to:

1. Leadership opportunities (e.g., work groups),
2. Free access to 1 user account for the Corporation's proprietary talent search databases and premium content and services, as the Corporation may make available,
3. Display of their corporate logo as a Full Member in the membership listing section of the Corporation's website,
4. All the benefits afforded to Associate Members,

3.2.3 Associate Members. The Corporation shall have Associate Members. Any applicant qualified under Section 3.1 shall be admitted to membership upon its execution of the appropriate membership agreement and upon payment of annual dues established pursuant to Section 3.1.3 above.

- a. Associate Members who remain in good standing shall be:
 - 1. Eligible to have a representative elected as a Director of the Corporation;
 - 2. Eligible to list their corporate name in the membership listing section of the Corporation's website, and
 - 3. Eligible to participate in the Work Groups of the Corporation.
- b. Associate Members in good standing shall be entitled to:
 - 1. E-newsletter,
 - 2. Access to Corporation free content and services,
 - 3. Free use of Corporation logo in member marketing/web materials,
 - 4. Networking opportunities among the Corporation's membership, and
 - 5. Business development opportunities with interested Corporation members.

3.2.4 Nonprofit Members. The Corporation shall have Nonprofit Members. Any applicant qualified under Section 3.1 shall be admitted to membership upon its execution of the appropriate membership agreement, presentation of documented proof of nonprofit status, and payment of annual dues established pursuant to Section 3.1.3 above.

- a. Nonprofit Members shall be organizations that are:
 - 1. Formally incorporated and registered as a nonprofit entity according to IRS Code Sec. 501(c), or
 - 2. Departments of governmental agencies or entities, or
 - 3. Not-for-profit educational institutions, or
 - 4. Another organization operating under similar formal designation within or outside the United States.
- b. Nonprofit Members who remain in good standing are eligible to the rights and privileges afforded Full Members, as defined under Section 3.2.2, including without limitation eligibility to have a representative elected as a Director of the Corporation.

3.2.5 Board Discretion to Appoint Directors. Nothing in the preceding Sections 3.1.1-3.1.4 shall alter or impede the Board of Directors' ability to appoint or remove directors per the Bylaws.

SECTION 3.3 NUMBER OF MEMBERS

There is no limit on the number of Members the Corporation may admit. Any company or entity who qualifies for membership pursuant to these Bylaws will be admitted as a Member of the Corporation, upon its execution of the appropriate Membership Agreement and upon payment of annual dues established by the Board of Directors. The Board of Directors may, however, in its sole discretion, limit

the number of Members admitted to each Membership Classification so long as such limitations are not imposed for the sole purpose of excluding otherwise qualified applicants from such Member Classification and that at least one Membership Classification remains open to any company or entity that is qualified to join the Corporation pursuant to these Bylaws.

SECTION 3.4 NONLIABILITY OF MEMBERS

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

SECTION 3.5 PERMISSIBLE TRANSFER OF MEMBERSHIP.

In the event that two (2) or more Members combine (through merger, acquisition or otherwise), the resulting combined entity is permitted to only maintain one (1) Membership Agreement and have one (1) vote in all Member votes thereafter. Prior to the occurrence of any such corporate combination, the affected Members will notify the Corporation as to which Membership Agreement will survive the merger or acquisition and whether that Membership Agreement will be assigned in connection with the Change of Control (should assignment be required, the Corporation shall be deemed to automatically consent to the assignment upon such notice). Upon completion of the combination, any non-surviving Membership Agreement will automatically terminate.

All rights of a Member in the Corporation shall cease on termination of its Membership Agreement as herein provided. The termination of a Membership Agreement shall not result in any refund of dues already paid for the current dues period.

SECTION 3.6 NONTRANSFERABILITY OF MEMBERSHIP AGREEMENTS

No membership agreement may be assigned without the prior written consent of the Corporation, and any purported assignment without such written approval shall be null and void. Except as set forth in Section 3.5, and notwithstanding the foregoing, upon written notice to the Corporation, the Corporation shall automatically consent to an assignment pursuant to a bona fide Change in Control of a Member. As used therein, the term "Change in Control" shall mean: (a) the consummation of any consolidation or merger of Member pursuant to which Member is not the surviving entity; or (b) all or substantially (including Membership in this Corporation) all of Member's assets shall be sold, leased, conveyed, or otherwise disposed of to a third party.

SECTION 3.7 TERMINATION OF MEMBERSHIP

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

- a. Upon a failure to initiate or renew a membership agreement by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the Secretary 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 at the meeting 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.

d. Upon a Member's dissolution.

e. Upon a breaching transfer or assignment of membership agreement.

SECTION 3.8 MEETINGS OF MEMBERS

3.8.1 Meetings of Members.

a. The annual meeting of the Members shall be held for the purpose of transacting such business as may be properly brought before the Members. The annual meeting may be held in person or via any electronic means permissible under these Bylaws or the General Corporation Law of the State of Delaware. Other regular meetings of the Members shall be held on dates and at times to be determined by the Board of Directors. Regular meetings of the Members for any purpose shall be called by the Board of Directors or by written request of one third (1/3) of the Members.

3.8.2 Call For Meetings of Members.

a. Unless otherwise provided by the Certificate of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of the annual meeting of Members shall be provided not less than sixty (60) days in advance thereof. In the case of a regular meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) calendar days before the date of the meeting.

b. 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. Personal notification may also include notification by internationally recognized delivery service, 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 the General Corporation Law of the State of Delaware as they may, from time-to-time, be amended.

c. Whenever any notice of a meeting is required to be given to any Member of this Corporation under provisions of the Certificate of Incorporation, these Bylaws, or the law of this state, 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.

3.8.3 Quorum for Meetings.

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

3.8.4 Representatives to Meetings of Members.

Each Member shall designate in writing to the President one (1) individual to act as its primary representative. Each Member may also designate an alternate to act in the event that the primary representative is unable to attend a meeting or act on its behalf.

3.8.5 Conduct Of Meetings.

Meetings of the Members shall be presided over by the President, or in his or her absence, by any other officer. The Secretary shall act as secretary of all meetings of Members, provided that, in his or her absence, a person appointed by the Secretary shall act as secretary for that meeting. Meetings shall be governed by such procedures as may be approved from time to time by the Members.

3.8.6 Advisory Voting.

Except as otherwise expressly provided for by these Bylaws, all votes of Members are advisory in nature only and do not act to bind or direct the Corporation's decisions, actions, or policies. Each Member shall have one (1) vote on each matter submitted to a vote. A Member's designated primary representative or alternate, if applicable, shall be the only person entitled to cast a vote on behalf of the Member. Voting at meetings shall be by a show of hands in the case of Members attending in person, by voice ballot for Members attending by audio, videoconferencing or teleconferencing, or electronically for matters submitted for vote via electronic means.

ARTICLE 4. DIRECTORS

SECTION 4.1 NUMBER AND COMPOSITION

The Board of Directors will have no more than 15 Directors. The Board of Directors shall consist of a Director nominated by each of the Sponsoring Members ("Sponsor Directors"), four (4) Directors elected by the Board of Directors ("Board-Elected Directors"), and at least one (1) Director elected by the Members ("At Large Director").

If the aggregate number of Sponsor Directors, Board-Elected Directors, and At Large Directors elected would cause the total number of Directors on the Board of Directors to exceed the allowable number of Directors, then the number of Board-Elected Directors shall be reduced to meet the allowable number of Directors.

SECTION 4.2 POWERS

Subject to the provisions of the General Corporation Law of the State of Delaware and any limitations in the Certificate of Incorporation and these Bylaws, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 4.3 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS

4.3.1 Qualification. Each Director must be an employee of a Member. No Member may have more than one Director on the Board of Directors at a time. Any sitting Director is eligible for re-election, regardless of the membership level of their employer, or the guidelines set forth in 4.3.3 below, provided however, that no Member may have more than one Director. Directors are nominated from Sponsoring Members, Full Members, Associate Members and Non-Profit Members, except as provided by Section 3.2.1.a with respect to Sponsoring Members. Directors are expected to contribute actively to the organization, including, but not limited to, meeting participation, leadership of committees and work groups, and marshaling of Member resources to carry out the work of the organization. The Board of Directors will establish an annual review (the "Annual Review") process to assess the performance of the Board and to provide feedback to Directors regarding participation levels and areas of improvement.

4.3.2 Alternates. Each Member with an employee appointed or elected to the Board of Directors may also name an alternate to serve on the Board of Directors, who is bound to the same powers, responsibilities and fiduciary duties of a Director, but shall not be entitled to cast a vote. Even if a Director is present, that Director's alternate may also attend and participate in meetings of the Board of Directors, but in a nonvoting capacity. By providing written notice to the Secretary, a Member with an employee appointed or elected to the Board of Directors may at any time replace such Director or his or her designated alternate with another employee of the Member.

4.3.3 Election.

a. **Appointment of Sponsor Directors.** Each Sponsor Member (while remaining in good standing) shall be entitled individually to appoint one Sponsor Director, subject to a majority of the Board of Directors confirming the appointment by affirmative vote of at least a majority of a quorum of the Board of Directors.

b. **Nominations of Board-Elected Directors.** Prior to any regular or special election of Directors, the Nominating Committee shall nominate candidates for Board-Elected Directors. The Nominating Committee may nominate any eligible candidates on its own initiative and shall also consider proposed nominations submitted by other Board Members.

c. **Election of Board-Elected Directors.** At such time as all nominees for the Directors have been determined by the Nominating Committee, the existing Board of Directors shall elect the Board-Elected Directors from among the nominees. Each existing Director may cast no more than one (1) vote per candidate, and may vote for as many candidates as the number of candidates to be elected as Board-Elected Directors, determined in accordance with Section 4.1. The candidates receiving the highest number of votes shall be elected, up to the number eligible to be elected as Board-Elected Directors. In the event of a tie between two (2) or more nominees, the existing members of the Board of Directors who are not tied for re-election and who do not represent any of the Members whose representatives are tied for election shall, via majority vote, break such tie. All nominees not elected as a Board-Elected Directors in accordance with this paragraph (c) may stand for election as an At Large Director in accordance with paragraphs (d) and (e). Any regular election of Board-Elected Directors shall take place prior to the deadline for submission of nominations for the At Large Director to allow any Member who did not have a representative elected as a Board-Elected Director to submit a nomination for the At Large Director.

d. **Nominations of At Large Director.** Any Member may nominate a representative as a candidate for the At-Large Director, which nominee shall stand for election unless such proposed nominee is not eligible to serve on the Board of Directors.

e. **Election of At Large Directors.** No later than the date specified for notice of the annual meeting of the Members, the Corporation shall provide each Member with a written slate containing the names nominees who shall stand for election as the At Large Director, which may be satisfied by a ballot delivered by electronic transmission on or before the date of the annual meeting of the Members, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Member. Each Member may cast no more than one (1) vote. The candidate receiving the highest number of votes shall be elected. In the event of a tie, if there are fewer tied candidates than total number of candidates who stood for election as At Large Directors, there shall be a further ballot to decide which of the tied candidates shall be elected. In the event of a tie among all candidates listed on the ballot, the existing members of the Board of Directors who are not tied for re-election and who do not represent any of the Members whose representatives are tied for election shall, via majority vote, break such tie.

SECTION 4.4 TERM OF OFFICE, VACANCIES, AND VOTE OF NO CONFIDENCE

4.4.1 Term of Office. A Director elected from among nominees of the Members shall serve a term of approximately two (2) years, commencing at the annual meeting following their election and ending at the annual meeting approximately two (2) years thereafter, or until the Directors death, resignation or removal from office, when their successors are elected, when he or she is no longer employed by the Member that nominated or appointed him or her, or when the Member that nominated or appointed him or her ceases to be a Member. Directors may be reelected.

SECTION 4.5 VACANCIES; RESIGNATIONS; REMOVAL.

4.5.1 Vacancies on the Board of Directors shall exist whenever: (1) a Director resigns from the Board of Directors; (2) a Director ceases to be employed by the Member employing the Director at the time of the Director's appointment or election; (3) the Member that employs a Director, other than a Sponsor Member, ceases to be a Member; (4) a Director is found to have missed more than three (3) consecutive, regularly noticed meetings without cause and without sending an alternate representative to such meetings in accordance with these Bylaws; and (5) a Director is removed from office with or without cause, including without limitation as described in Section 4.5.6 below, as permitted by and in accordance with the laws of the State of Delaware. If a Sponsor Member ceases to be a Member, the Sponsor Director appointed by such Sponsor Member shall cease to be a Director, but no vacancy shall result because such Sponsor Director seat shall automatically be eliminated to comply with the Board size and composition requirements set forth in Section 4.1.

4.5.2 In the event the effected Member has appointed an alternate pursuant to Section 4.3.2, said alternate will automatically fill the seat vacated by the exiting Director.

4.5.3 Any Director may resign effective upon giving written notice to the President, the Secretary, or the Board of Directors. Upon the occurrence of any of the events contained in clauses (2) – (5) of the immediately preceding paragraph, the affected Director will be deemed to have resigned upon the occurrence of such event without any additional action required on the part of the Director.

4.5.4 In the event of a vacancy caused by Section 4.5.1 that is not filled by an alternate in accordance with Section 4.5.2, other than a vacancy in a Sponsor Director seat, the Board of Directors may elect a person by majority vote to hold such office until the next election to be held pursuant to Section 4.3.3 or until his or her death, resignation or removal from office.

4.5.5 In the event that two (2) or more Members with Directors appointed or elected to the Board of Directors combine (through merger, acquisition or otherwise), the resulting Member shall designate which of the Directors is to remain on the Board of Directors and the other Director or Directors shall be removed from the Board of Directors immediately upon the closing of the acquisition or merger. Any At Large Director removed pursuant to this paragraph will result in the President conducting a special election consistent with the procedures set forth in Section 4.3.3 to fill such vacancy (provided that any Director elected in this manner will only serve until the next regularly scheduled election).

4.5.6 Vote of No Confidence.

In the event that two-thirds (2/3) or more of the current Directors request a vote of no-confidence concerning any Director who has not shown any meaningful contribution to the Corporation, then a special vote of no-confidence shall be held. Such a special vote of no-confidence shall be taken as soon as possible after the request. Information from the Annual Review may be presented during any discussion

or deliberation in connection with a no-confidence vote. Upon the unanimous vote of no-confidence of the Disinterested Directors, that Director shall immediately withdraw from the Board. As used in this Section 4.5.6, “disinterested” shall mean a Director that is not the subject of a vote of no-confidence. For purposes of any vote of no-confidence procedure, an abstention from vote or failure to vote shall count as a vote of confidence. Any vacancies resulting from a vote of no-confidence shall be filled in accordance with the provisions of this Section 4.5.

SECTION 4.6 DUTIES

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

1. Perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation, or by these Bylaws;
2. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
3. Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
4. Meet at such times and places as required by these Bylaws;
5. Elect annually a Chairperson to preside over the Board of Directors’ meetings or to take such action as may be agreed upon by the Board of Directors;
6. Establish charter, modify charter and disband Work Groups (as defined in Section 6.1), as appropriate to conduct the work of the Corporation;
7. Establish policies and procedures for the consideration of changes or refinements to Final Specifications (as defined in the Intellectual Property Rights Policy) of the Corporation;
8. Consider for approval or rejection any public statement, press release or similar public materials concerning the final specifications or the business of the Corporation prior to making such materials public;
9. 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;
10. Establish or revise membership rights and privileges of the various classes of Members;
11. Such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the Internal Revenue Code; and
12. 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).

4.6.1 Delegating Duties to Work Groups

The Board of Directors may choose to delegate any of its duties listed above to any of the Work Groups it has established either temporarily or permanently, except that the Board of Directors shall not delegate any duties in contradiction to Delaware Corporation Law or other applicable laws.

4.6.2 Selecting Working Group Chairs

Work Group Chairs are selected among Members who volunteer for these assignments in so far as they are available. Volunteers are ratified by vote of a simple majority of Disinterested Directors.

SECTION 4.7 COMPENSATION

Directors shall serve without compensation by the Corporation.

Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of Disinterested Directors. As used in this Section 4.7, and in Section 5.8, 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 BOARD MEETINGS

4.8.1 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 Section 211 of the General Corporation Law of the State of Delaware, as that Section may, from time to time, be amended.

4.8.2 Annual Meetings.

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of Members. The election by the Members in good standing of new Directors, if any, shall be completed at or before the Annual Meeting of the Board of Directors. The seating of the elected Directors shall occur at the Annual Meeting of the Board of Directors.

4.8.3 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 Delaware to call Special Meetings of the Board.

4.8.4 Notice of Meetings.

a. Procedure for Notice. Unless otherwise provided by the Certificate of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:

1. Annual Meetings. The President of the Corporation shall give at least thirty (30) days’ prior notice to each Director.

2. Special Meetings. The President of the Corporation shall give at least three (3) 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. If notification is provided by airmail, such notice shall be deemed to be delivered after fourteen (14) days from the date deposited in the airmail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. If notification is provided by express courier services and the like, such notice shall be deemed to be delivered after three (3) days from the date of deposit. 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 Section 211 of the General Corporation Law of the State of Delaware, as that section may, from time to time, be amended.

b. Contents of Notice. In addition to all other information required to be provided by the General Corporation Law of Delaware, notice to Directors shall be supplemented not later than four (4) days prior to the forthcoming meeting, and include a copy of all resolutions to be considered and all materials to be presented regarding such resolutions. The four (4) day period may only be waived via unanimous vote of the Board of Directors at the time of the meeting.

4.8.5 Quorum for Meetings.

A quorum of the Board of Directors shall consist of fifty-one percent (51%) the total number of Directors. In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

4.8.6 Board Action and Voting Percentages.

Except as otherwise provided in the Certificate of Incorporation, these Bylaws or if provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon a majority vote of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors.

The following voting percentages shall be required for any motion, act or decision to be an action of the Board of Directors with respect to the following matters:

Matter to be Voted On:	Number of Affirmative Votes Required:
(a) Approval, adoption and/or formal release of publications, tools, metrics, or other formal policy positions of the Corporation.	Majority vote of the Directors present.
(b) Revision or modification of membership agreements.	Majority vote of the Directors present.
(c) Amend or restate the Bylaws	Two-thirds (2/3) consent the Directors present.

4.8.7 Conduct of Meetings.

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board of Directors, or in his or her absence, by, in turn, the Secretary or any other officer of the Corporation. The Secretary of

the Corporation shall act as secretary of all meetings of the Board, 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, insofar as such rules are not inconsistent with or in conflict with the Certificate 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, annual, 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 4.8 constitutes presence in person at such meeting.

SECTION 4.9 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 Directors consent in writing to that action. Consent by a Director sent by email or other electronic means is considered written consent to the extent permissible under the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended. Such action by signed consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

SECTION 4.10 NONLIABILITY OF DIRECTORS

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

SECTION 4.11 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS

To the fullest extent permitted by the General Corporation Law of the State of Delaware, 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 4.11 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 4.12 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 Certificate of Incorporation, these Bylaws or provisions of law.

SECTION 4.13 CHAIRPERSON OF THE BOARD

At each Annual Meeting of the Board of Directors, the Directors shall elect by majority vote a Chairperson of the Board from among the Directors. The Chairperson of the Board also acts as the President of the Corporation and shall be the same person. The Board of Directors may remove the then-current Chairperson of the Board, with or without cause, via a unanimous vote of the Disinterested Directors on the Board of Directors. Said removal as the Chairperson of the Board of Directors 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 Chairperson steps down or is removed for any reason, the Board of Directors shall elect a new Chairperson of the Board.

ARTICLE 5. OFFICERS

SECTION 5.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall be a President and a Secretary. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors, such as a Vice Chair/Vice President or Treasurer or Executive Director; the duties of the Executive Director shall be as specified below.

SECTION 5.2 ELECTION AND TERM OF OFFICE

The 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 5.3 REMOVAL AND RESIGNATION OF OFFICERS

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon a majority vote of the Directors present at a meeting duly held at which a quorum is present. An officer who is also an employee of a Member shall automatically be removed if the employer of the officer terminates its participation in the Corporation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary 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 5.3 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 5.4 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 the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 5.5 DUTIES OF THE CHAIRPERSON

The Chairperson shall determine the order of business and shall have the authority to establish rules for the conduct of Board and shareholder meetings. The Chairperson of the meeting shall announce at the meeting when the polls close for each matter voted upon.

SECTION 5.6 DUTIES OF PRESIDENT

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 Certificate 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 Certificate 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 5.7 DUTIES OF SECRETARY

The Secretary shall:

1. Certify and keep at the principal office of the Corporation the original, or a copy, of the Certificate of Incorporation, these Bylaws and any amendments to either document.
2. Keep at the principal office of the Corporation or at such other place as the Board 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.
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
4. Advise the Members in writing of all results of any election of Directors.
5. 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.
6. Keep at the principal office of the Corporation a Member book containing the name and address of each and any Members, and, in the case where any participation has been terminated, he or she shall record such fact in the Member book together with the date on which such participation ceased.
7. Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, these Bylaws, the Member book, and the minutes of the proceedings of the Member of the Corporation.

8. In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate 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 5.8 DUTIES OF 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:

1. Scheduling and setting up meetings.
2. Facilitating communication between Members, including providing timely notices of meetings. Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.
3. 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.
4. Receiving and processing membership agreements, and executing them on behalf of the Corporation.
5. Manage marketing and event campaigns on behalf of the Corporation as directed by the Board of Directors, Strategy Work Group or President of the Corporation.
6. In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Certificate 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 assist the officers of the Corporation in performing their duties as described in these Bylaws, 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 5.9 COMPENSATION

The officers shall serve without compensation by the Corporation, unless the Board of Directors authorizes compensation.

Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a majority of Disinterested Directors as defined in Section 4.8.6 above.

ARTICLE 6. COMMITTEES

SECTION 6.1 Unless the Delaware state law, the Articles of Incorporation or these Bylaws provide otherwise, the Board of Directors may create one or more committees and appoint one or more members of the board of directors to serve on each committee.

SECTION 6.2 Unless the Delaware state law provides otherwise, the creation of a committee and appointment of members to it must be approved by the greater of a majority of all the directors in office when the action is taken.

SECTION 6.3 The provisions of this Article 6 apply both to committees of the board and to members of the committees.

SECTION 6.4 Except as provided in Section 6.5, to the extent specified by the board of directors or in the Articles of Incorporation or these Bylaws, each committee may exercise the powers of the board of directors under Article 4.

SECTION 6.5 A committee may not:

6.5.1 authorize or approve distributions, except according to a formula or method, or within limits, prescribed by the board of directors;

6.5.2 approve or propose to Members action that the Delaware state law requires be approved by shareholders;

6.5.3 fill vacancies on the board of directors or, subject to Section 6.6, on any of its committees; or

6.5.4 adopt, amend or repeal these Bylaws.

SECTION 6.6 The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct described in these Bylaws.

SECTION 6.7 The Board of Directors may appoint one or more directors as alternate members of any committee to replace any absent or disqualified member during the member's absence or disqualification. Unless the Articles of Incorporation, these Bylaws or the resolution creating the committee provide otherwise, in the event of the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, unanimously, may appoint a director to act in place of the absent or disqualified member.

SECTION 6.8 In addition to any other committees created by the Board of Directors in accordance with this Article 6, the Board of Directors shall have a Nominating Committee with such members, powers, duties, and operating rules and procedures as are determined by the Board of Directors. The Nominating Committee shall nominate candidates to stand for election as Board-Elected Directors in accordance with Section 4.3.3 of these Bylaws and in accordance with a charter approved by the Board of Directors that describes criteria and processes for nominating candidates.

ARTICLE 7. WORK GROUPS

SECTION 7.1 WORK GROUPS OVERVIEW

The Corporation shall have such groups as may from time to time be designated upon vote of the Board of Directors (“**Work Groups**”). A Work Group shall remain in existence until terminated by a majority vote of the Board of Directors. The Board of Directors shall appoint the Chair of each Work Group by majority vote. The Board of Directors shall adopt Work Group Procedures for chartering the scope and governing how Work Groups function. Full Members may appoint a participant to three distinct Work

Groups. Associate Members may appoint a voting participant to one Work Group. Sponsoring Members may appoint a participant to any and all of the Corporation's Work Groups.

Work Group Chairs have broad purview to accomplish the work of the Corporation within the scope of their respective Work Group charters as specified in these bylaws. Participants in Work Groups are appointed by Board Directors, Sponsoring Members, Full Members and Associate Members according to the provisions of these Bylaws and selected from the staff of their respective companies. Work Groups typically meet weekly at a set day and time. Work Groups address agendas assigned or approved by the Board of Directors.

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.

ARTICLE 8. TASK GROUPS

SECTION 8.1 TASK GROUPS OVERVIEW

Each Work Group may charter such ad hoc subgroups (“**Task Groups**”) as they may from time to time designate upon vote of that Work Group. Meetings and actions of Task Groups shall be governed by, noticed and held in accordance with any written Work Group Procedures to be adopted by the Board of Directors.

SECTION 8.2 MEETINGS AND ACTION OF TASK GROUPS

Task Group Chairs are appointment by Work Group Chairs under advisement of the other voting Work Group participants. Task Groups are comprised of Work Group members and other staff selected from their respective companies. Task Groups meet weekly at minimum for the duration of the specific project or purpose they are formed to accomplish.

ARTICLE 9. ADVISORS

SECTION 9.1 ADVISOR OVERVIEW

The Board of Directors and individual Work Group Chairs may, from time to time, at their discretion, appoint Special Advisors to the Board, Work Group(s) or Task Group(s). Upon execution of nondisclosure and intellectual property indemnification agreements, Special Advisors may be invited as regular (but not permanent) attendees or ad hoc thought leaders, but always as nonvoting participants, in Board, Work Group or Task Group meetings and activities, in accordance with any written Board and/or Work Group Procedures to be adopted by the Board of Directors.

SECTION 9.2 ATTENDANCE AND ACTION OF ADVISORS

At its discretion, the Board of Directors may appoint Special Advisors for a variety of purposes, including but not limited to: ceremonial appointments to enhance the Corporation brand, to provide specialized consulting expertise or know-how deemed important to/by the Board for its proceedings, or provide subject matter expertise to inform the strategy or program recommendations of its Work Groups.

ARTICLE 10. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 10.1 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 10.2 CHECKS AND NOTES

The Board shall adopt such financial controls it deems necessary and appropriate to provide for the processing and stewardship of funds in the Corporation's control. The initial financial controls of the Corporation, which may be amended by a majority vote of the Directors, are attached hereto as Exhibit B.

SECTION 10.3 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.

ARTICLE 11. CORPORATE RECORDS AND REPORTS

SECTION 11.1 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 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 participation held by each Members and the termination date of any membership agreement; and
- d. A copy of the Corporation's Certificate of Incorporation and these 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 11.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members 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 Certificate of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 11.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 11 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 11.4 PERIODIC REPORT

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

ARTICLE 12. IRC 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 12.1 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 Internal Revenue Code.

SECTION 12.2 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 12.3 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 12.3 "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements 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.

ARTICLE 13. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

SECTION 13.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION

The Members acknowledge that they will not disclose or exchange information as part of the Corporation's activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed by a Member as a part of participation in

the Corporation's activities shall be deemed non-confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

SECTION 13.2 NONDISCLOSURE

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 13. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this Section 13.2 shall not be deemed to grant to any party a license under another party's copyrights, patents, utility models, trademarks or any other intellectual property rights.

Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Members or entering into Nondisclosure Agreements with other Members outside the scope of these bylaws or the IPR Policy and which do not violate antitrust laws or guidelines contemplated by these Bylaws.

SECTION 13.3 CORPORATION INFORMATION

All public disclosures regarding the existence, Members, and activities of the Corporation must be approved by the Board of Directors; provided however that the Corporation and each Member may disclose a listing of Members' names. Public disclosure of any version or revision of a Draft Specification shall be subject to the approval by the Board of Directors pursuant to a vote as set forth in these Bylaws. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all approved Final Specifications, as well as all information relating to the Corporation and its activities, as approved by the Board of Directors. If a Member shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

SECTION 13.4 SURVIVAL OF CONFIDENTIALITY OBLIGATIONS

After withdrawal, termination or nonrenewal as a Member, for any reason, a former Member has a continuing duty under this Article 13.

SECTION 13.5 CONFIDENTIAL INFORMATION

From time to time a Member may deem it necessary to disclose confidential information to other Members. In such instances such Member may disclose the relevant information in confidence to Members, and such information shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure. Notwithstanding the foregoing, information shall be deemed Confidential Information if a Member inadvertently discloses it without identifying it as confidential at the time of disclosure but notifies all Members to whom such Confidential Information has been disclosed (in accordance with the following sentence) of the disclosing party's intention to maintain the confidentiality of such information and the receiving parties have not disseminated the subject information outside of their organization prior to receiving such notice. Any such designation shall be effected by (i) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (ii) by orally indicating that any information disclosed orally/visually is the Confidential Information of the disclosing party and then within ten (10) days providing the receiving parties of such information with a written summary of the orally/visually disclosed Confidential Information so that such Confidential Information is more easily identified.

ARTICLE 14. PUBLICITY

No Member may make a press or other public announcement (including website listings) regarding its activities as a Member of the Corporation which names the identities of any other Member unless prior written consent is received from any Member named in the press release or public announcement. The Corporation may make a press or other public announcement (including website listings) regarding any subject germane to its purposes provided that prior written consent is received from any Member named in the press release or public announcement. Notwithstanding the foregoing, all Members hereby consent to the Corporation listing the Member's name and logo on the Corporation's website and in press or other public collateral regarding the Members' memberships in the Corporation.

ARTICLE 15. DISPUTES

SECTION 15.1 APPLICATION

The following provisions apply in the event of dispute between a Member and the Corporation. For purposes of Article 15, a Member and the Corporation are each sometimes referred to individually as a "party" and collectively as the "parties." Notwithstanding anything else herein, this Article 17 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 15.2 WAIVER OF WARRANTIES

ALL DRAFT PUBLICATIONS AND FINAL PUBLICATIONS OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN AND ANY CONTRIBUTIONS TO FINAL 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 15.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE CORPORATION BE LIABLE TO THE MEMBERS, OR ITS MEMBERS LIABLE TO THE CORPORATION, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF THE CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR LOST REVENUE, 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 RELATED ENTITIES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.

SECTION 15.4 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 San Francisco, 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 15.5 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 Santa Clara County, California, U.S.A., 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 U.S. 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 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 15.6 SURVIVAL

This Article 15 shall survive any termination of membership for any other reason.

ARTICLE 16. AMENDMENT OF BYLAWS

Except where otherwise provided for in individual Articles herein, or Attachments, these Bylaws and any Attachments, or any of them, shall only be altered, amended, or repealed, and new Bylaws adopted, upon two thirds (2/3) of the Board of Directors.

ARTICLE 17. CONSTRUCTION AND TERMS

SECTION 17.1 CONFLICT

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

SECTION 17.2 UNENFORCEABLE

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.

SECTION 17.3 REFERENCES

All references in these Bylaws to the Certificate of Incorporation shall be to the Certificate of Incorporation filed with an office of the State of Delaware and used to establish the legal existence of the Corporation.

ARTICLE 18. DEFINITIONS

SECTION 18.1 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

SECTION 18.2 "Confidential Information" means only the following: (i) any confidential information defined as such in the Intellectual Property Rights Policy); (ii) meeting minutes of any Work Group and Board of Directors; (iii) non-technical information that is developed by the Corporation or any Member for the purpose of promoting the Corporation, such as the Corporation's public relations or promotional materials, trade show, Member recruiting or promotion plans, or drafts of any of the foregoing that is distributed by or to Members (via the Corporation's information distribution

infrastructure or otherwise) and identified or designated as confidential; (iv) all information disclosed by Members prior to the date of this Agreement directly for the purposes of the Corporation or the formation or operations of the Corporation; (v) all confidential information disclosed by any Member in the manner specified in Article 16; and (vi) all other information that is designated as Confidential Information by the Board of Directors that is distributed to Members (via the Corporation's information distribution infrastructure or otherwise) by an officer of the Corporation or a chairperson of a Work Group.

SECTION 18.3 “**Corporation**” means the Internet of Things Talent Consortium.

SECTION 18.4 “**Disinterested Director**” means a Director who does not have (i) a personal or financial interest in a matter that is the subject of such action or (ii) a familial, financial, professional, employment, or other relationship with a person who has a financial interest in the matter, either of which would reasonably be expected to affect adversely the objectivity of the director when participating in the action. The presence of one or more of the following circumstances shall not by itself prevent a person from being a disinterested director: (a) nomination or election of the director to the current board by any person, acting alone or participating with others, who is so interested in the matter or (b) service as a director of another corporation of which an interested person is also a director.

SECTION 18.5 “**Intellectual Property Rights Policy**” or “**IPR Policy**” means the Corporation's Intellectual Property Rights Policy, as adopted and in effect, and as may be amended from time to time.

SECTION 18.6 “**Related Entity**” or “**Related Entities**” means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition and the definition of Subsidiary in Section 18.6, “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

SECTION 18.7 “**Subsidiary**” means any entity now or hereafter that is directly or indirectly controlled by the subject party.

[signature page follows]

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the Internet of Things Talent Consortium, a Delaware nonprofit corporation; and

The foregoing Bylaws comprising 33 pages, including this page, constitute the Fifth Amended and Restated 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 12 day of January, 2018.

Michael Cook

Name



Signature

Exhibit A

Internet of Things Talent Consortium Antitrust Guidelines

BACKGROUND

Internet of Things Talent Consortium (the “Corporation”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (generally, “Antitrust Laws”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for the Corporation and for participating companies. In order to minimize exposure of the Corporation and its Members to antitrust liability, the Corporation and each Members, or other participant (for purposes of this Antitrust Guideline, a “Member”) agree to abide by the following guidelines when participating in connection with activities of the Corporation.

Prior to any and all meetings of the Corporation, or subgroups thereof, the Members and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

GUIDELINES

1. Neither the Corporation nor its committees and activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in the Corporation, there shall be no discussion, communication, agreement or disclosure among Members that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
3. The Corporation and Members, in connection with their participation in the Corporation, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market. (This paragraph is not intended to preclude the Corporation or a Member from disclosing and asserting its intellectual property rights.)
4. The qualifications for participation in the Corporation are set forth in the corporate documents of the Corporation. No applicant for participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of participation.

5. Each Member in the Corporation is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
6. To the extent that the Corporation develops, administers or approves specifications, test procedures, or certification programs, a Member's decision to accept or comply to or participate therein shall be voluntary on the part of Members, and shall in no way be compelled or coerced by the Corporation. Adherence to Final Specifications (as defined in the Intellectual Property Rights Policy) shall be voluntary on the part of the Members of the Corporation. This guideline shall not, however, prevent the Corporation from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with the Corporation's specifications, test procedures or certifications programs.
7. Final Specifications which may be developed, administered, approved, or adopted by the Corporation, shall be based upon appropriate technical, business and consumer considerations, and shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. The Corporation may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with the Corporation's Final Specifications, test procedures or certifications programs. The Corporation also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Final Specifications, or test procedures of the Corporation or with the Corporation's certification program.
9. During the course of the activities of or sponsored by the Corporation, Members should refrain from disclosing information to any other Member that is not reasonably related the legitimate purposes of such activities.
10. The Corporation and its Members, in connection with their participation in the Corporation, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.
11. Nothing in the Corporation's Bylaws, Intellectual Property Rights Policy or other document or policy shall be construed as restricting the right of any Member of the Corporation to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Members or the Corporation.
12. To the extent that it furthers the purposes of the Corporation, as set forth in its corporate documents, joint research and development by two or more of its Members and/or representatives thereof shall be permissible, provided that such joint research and development for the Corporation shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:

- a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of the Corporation of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of the Corporation in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the Corporation, or representative thereof, or of the results of such joint research and development.
13. The Corporation and each Member, in connection with the activities of the Corporation, shall use their best reasonable efforts to comply in all respects with the Antitrust Laws.
 14. These Guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws shall control.
 15. These Guidelines shall be promulgated to all Members in the Corporation. All Members shall abide by these Guidelines.

Duly adopted by the Board of Directors of the Internet of Things Talent Consortium on September 11, 2015.

Exhibit B
Financial Controls

IoT Talent Consortium (IoT)
Financial Controls

Effective Date: May 2015; Approved by the Board of Directors on July 29, 2015.

These policies pertain to the processes for the IoT Talent Consortium (IoT) and the VTM personnel assigned to this client:

VTM Personnel

Financial Admin (FA): Tami Bringman
Initiatives and Alliances (I&A): Jen Franklin
Membership (M&L): Veronica Portilla

IoT Talent Consortium (IoT) Personnel

President: Jeanne Beliveau-Dunn, Cisco
Treasurer: Sherri Hammons, IQNavigator
Secretary: David Vasko, Rockwell Automation
Other: Greg Knowles, Cisco (leading the formation effort)

Accounts Receivable

M&L receives request to join IoT via email which gets forwarded to the membership committee of IoT for approval. Once approval is received back to M&L an invoice is created in QuickBooks by FA and sent out to the member via email. M&L tracks all members in an excel document called membership tracker which is saved on the server and reconciled to on a monthly basis by FA.

Cash Receipts

Incoming mail is collected and sorted daily at VTM by the admin. Mail is distributed to IoT's client box. I&A is responsible for gathering all mail from the client box and opens all documents. Checks are given to FA to be applied against the invoice and a paid invoice is sent to M&L.

Incoming wires are monitored by M&L and FA receives notification upon which payment is entered into QuickBooks and a paid invoice is created and sent to M&L.

Credit cards payments are processed by M&L in the merchant processing system I&A acts as backup. I&A is notified automatically via email by the merchant processing system of all transactions. At the end of a month FA pulls the monthly reports and credit card transactions are entered into QuickBooks and reconciled.

Accounts Payable

I&A receives invoices via incoming mail and email. FA codes all AP invoices then enters them into QB's.

Capitalization Policy

VTM's policy which IoT has adopted is to capitalize all items \$1,000 and over that have a life of more than 1 year.

Cash Disbursements

FA prepares an unpaid bills report monthly which is emailed to I&A for review and then forwarded on to the IoT for approval. The unpaid bills report includes an AP aging detail and scanned copies of all invoices.

- 1) FA will send all bills to the treasurer for review and approval once a month. Approvals from responsible IoT personnel will be included in this email. Once checks are approved by the treasurer:
 - a. VTM admin will provide approval email to VTM financial admin;
 - b. VTM financial admin will process checks and provide VTM admin with checks and corresponding invoices;
 - c. VTM admin will review and sign all non-VTM related checks and return back to VTM financial admin;
 - d. VTM financial admin will make copies of all signed checks and prepare for them to be mailed out. VTM financial admin will send the VTM check to the responsible IoT personal who has signing authority.

- 2) Wires are initiated by FA or I&A in the banking system and released by a Third authorized individual.

The following individuals have signing authority and may cause funds to be debited from the account:

- President
- Treasurer
- Secretary
- VTM