

**THIRD AMENDED AND RESTATED BYLAWS OF
SSI FORUM**

(An Oregon Nonprofit Corporation)

ARTICLE 1: DEFINITIONS

SECTION 1.1 “**Adopter**” mean all Members of the Corporation who so qualify in accordance with the provisions of Article 12 and Section 14.3, below.

SECTION 1.2 “**Affiliate**” or “**Affiliates**” means an entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity (“Control”), or is controlled by another entity, or is under common control with another entity, so long as such Control exists.

SECTION 1.3 “**Blade(s)**” means a physical device that is inserted into a Bladed System and provides storage and/or thin modular server capabilities.

SECTION 1.4 “**Bladed System**” means a server chassis integrating networking, storage and compute Blades which share common power, cooling and management.

SECTION 1.5 “**Bylaws**” means these Third Amended and Restated Bylaws of the Corporation.

SECTION 1.6 “**Contributor**” means all Members of the Corporation who so qualify in accordance with the provisions of Article 12 and Section 14.2, below.

SECTION 1.7 “**Corporation**” means SSI Forum.

SECTION 1.8 “**Disinterested Director**” shall mean a member of the Board of Directors not seeking compensation for services, or whose Member organization is not seeking compensation for products or services, or a Director who is not the subject of a vote for removal from the Board of Directors.

SECTION 1.9 “**Draft Specification**” means any written information provided by a Member for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is considered for inclusion in a Final Specification.

SECTION 1.10 “**Executive Director**” shall mean an officer of the Corporation whose duties and responsibilities are set forth in Section 5.9, below. The Executive Director, if any, shall be an individual who is not a member of the Board of Directors.

SECTION 1.11 “**Final Specification**” means the final version and contents of one or more Draft Specifications as adopted by the Corporation pursuant to Section 6.3.

SECTION 1.12 “**Member**” means a general reference to all Sponsors, Contributors, and Adopters who have so qualified for such classifications pursuant to the provision of these Bylaws. Individuals shall not qualify as Members. Members must be for-profit corporations,

nonprofit corporations, partnerships, associations, limited liability company or other similar business entities or organizations. Member shall not mean a “member” as that term is defined under ORS 65.001(28) since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act.

SECTION 1.13 “Proposed Final Specification” means any document submitted by a Member that will be directly submitted to the Board of Directors for approval as a Final Specification.

SECTION 1.14 “Quorum” means greater than two-thirds (2/3) of the total number of Directors.

SECTION 1.15 “Sponsor” means all Members of the Corporation who so qualify in accordance with the provisions of Article 12 and Section 14.1, below.

SECTION 1.16 “Supermajority” means two-thirds (2/3) of the total number of Directors.

ARTICLE 2: OFFICES

SECTION 2.1 PRINCIPAL OFFICES

The principal office of the Corporation shall be located at 1211 SW Fifth Avenue, Suite 1800, Portland, OR 97204. The Corporation may change its principal office upon notice to the Members.

SECTION 2.2 CHANGE OF ADDRESS

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

SECTION 2.3 OTHER OFFICES

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

SECTION 2.4 PURPOSE

The purpose of the Corporation is to (i) develop and maintain specifications to define common elements for server systems, including but not limited to the definition of volumetric dimensions and interfaces for a series of power supplies and electronics bays for entry to high-end systems, (ii) develop and maintain specifications for modular computing systems, which include Bladed Systems, (iii) encourage and promote the adoption and widespread utilization of Final Specifications, and (iv) create and maintain a program to enable interoperation, interconnection, interaction or communication between equivalent products.

As part of the development process to create Final Specifications, the Corporation and its Members shall seek to solicit the participation and comments of all interested parties on a fair,

equitable and open basis. The Corporation may also interface with other groups or bodies developing standards and industry specifications relating to Bladed Systems.

SECTION 2.5 DURATION

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

SECTION 2.6 COMPLIANCE WITH ANTITRUST LAWS

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

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

ARTICLE 3: NONPROFIT PURPOSES

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

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

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is a nonprofit corporation formed for the specific objectives and purposes stated in Section 2.4.

ARTICLE 4: DIRECTORS

SECTION 4.1 NUMBER

The Board of Directors (referred to herein individually as “Directors”) shall consist of between one (1) and nine (9) Directors. The number shall be set by the Sponsors prior to the First Annual Meeting. Thereafter, the number may be changed by a Supermajority of the Board of Directors. Each Sponsor shall be entitled to designate one Director.

SECTION 4.2 POWERS

Subject to the provisions of the Oregon Nonprofit Corporation Act and any limitations in the Articles of Incorporation and these Bylaws, 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.

SECTION 4.3 DUTIES

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

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Executive Director of the Corporation, and notices of meetings given in accordance with Section 4.9 shall be valid notices thereof;
- (f) Establish policies and procedures for the consideration of changes or refinements to Final Specifications of the Corporation;
- (g) Adoption and publication of Draft Specifications, adoption and publication of Proposed Final Specifications as Final Specifications, and determination of which, if any, Final Specifications will be made available to the public;
- (h) Consider for approval or rejection any public statement, press release or similar public materials concerning Final Specifications or the business of the Corporation prior to making such materials public;
- (i) 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;
- (j) Establish annual dues for the various classes of Members and to determine the rights and obligations for each class of Member not otherwise stated in these Bylaws;
- (k) Make a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in the Bylaws and the need to continue the existence of this entity going forward;

- (l) Establish or revise membership classes and the rights and privileges of the various classes of Members;
- (m) Adopt and modify the Bylaws;
- (n) 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;
- (o) Vote on admission of new Sponsors; and
- (p) Vote for the creation of all Work Groups and adopt such procedures to govern operations of Work Groups (or if necessary, for specific Work Groups).

SECTION 4.4 QUALIFICATION, APPOINTMENT AND DESIGNATION OF DIRECTORS

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

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

SECTION 4.5 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 unanimous vote of the Disinterested Directors.

SECTION 4.6 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, by audio, document or videoconferencing techniques or any other means or combinations thereof permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.7 ANNUAL MEETINGS

Annual Meetings of the Board of Directors shall be held prior to the Annual Meeting of the Members. The appointment of the new members of the Board of Directors shall be completed at the Annual Meeting of the Board of Directors.

SECTION 4.8 SPECIAL MEETINGS

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

SECTION 4.9 NOTICE OF MEETINGS

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

(a) Annual Meetings. The Executive Director of the Corporation shall give at least sixty (60) days' prior notice to each Director.

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

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

SECTION 4.10 QUORUM FOR MEETINGS

In the absence of a continued Quorum at any meeting of the Board of Directors already in progress, a majority of the members of the Board of Directors present may adjourn the meeting.

SECTION 4.11 BOARD ACTION

Unless the Articles of Incorporation, these Bylaws or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, 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.

SECTION 4.12 VOTING PERCENTAGES

The following voting percentages shall be required for any motion, act or decision to be a valid motion, act or decision of the Board of Directors:

Matter to be Voted On	Number of Affirmative Votes Required
(a) General business matters	Majority of the Board of Directors
(b) Election of Work Group	Majority of the Board of Directors
(c) Election of Officers	Majority of the Board of Directors
(d) Removal of Officers	Supermajority of the Board of Directors
(e) Amendment to Bylaws, Membership Agreements or IPR Policy	Supermajority of the Board of Directors (subject to Article 10)
(f) Changing the Corporation Purpose	Unanimous decision of the Board of Directors
(g) Approving a Draft Specification, approving a Proposed Final Specification as a Final Specification, or determining that a Final Specification will be made available to the public	Supermajority of the Board of Directors
(h) Dissolution or merger of the Corporation, or transfer of all or substantially all of the Corporation's assets to another standards body	Supermajority of the Board of Directors
(i) Issue general Corporation press releases	Majority of the Board of Directors. Press releases which name or relate to a Member product must be approved by such Member.
(j) Submission of a Final Specification to another standards development organization for ratification.	No Final Specification containing references to branded products may be submitted to another standards development organization. The Board of Directors may remove any references to branded products from a Final Specification ("Corresponding Final Specification") and submit the Corresponding Final Specification to another standards development organization. A Supermajority of the Board of Directors and the approval of each entity owning a branded product removed from a Corresponding Final Specification are needed for approval.

SECTION 4.13 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 an acting Chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Corporation shall act as secretary of all

meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

To the extent permitted by applicable law, the Sponsor's alternate representative to the Board of Directors attending a Board of Directors' meeting may vote in place of said absent Director should said Director be unavailable to attend such meetings. Should neither the Director nor the designated alternate be available for said meeting, a Director may designate an alternate representative from the same Member entity to attend a Board of Directors' meeting and vote in place of said absent Director pursuant to a proxy signed by said Director provided that notice of the proxy is received by the Board of Directors at least twenty four (24) hours in advance of the Board of Directors 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 Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, the Board of Directors will model its procedures and actions on *Robert's Rules of Order*, although the Board shall not be required to adopt *Robert's Rules of Order* in its entirety or any part thereof.

Directors may participate in a regular or Special Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section 4.13 constitutes presence in person at such meeting.

SECTION 4.14 VACANCIES; RESIGNATIONS

Vacancies on the Board of Directors shall exist: (1) whenever the number of authorized Directors is increased; (2) whenever an individual serving as a Sponsor's representative to the Board of Directors resigns from the Board of Directors; (3) whenever a Director resigns from or is terminated from employment by the Member organization employing the Director at the time of the Director's appointment; (4) whenever a Director's Member organization terminates its membership as a Sponsor in the Corporation; and (5) wherever a Director is removed from office with cause.

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

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

In the event that two (2) or more Directors' Member organizations are merged or a Director's Member organization is acquired by another Director's Member organization, the resulting or acquiring Member shall designate which of the Directors is to remain on the Board and the other Director or Directors will be removed from the Board immediately upon the closing of the acquisition or merger. Should this process result in a reduction in the number of Sponsors, the seat vacated thereby shall not be refilled.

SECTION 4.15 NONLIABILITY OF DIRECTORS

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

SECTION 4.16 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS

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

This Section 4.16 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 4.17 INSURANCE FOR CORPORATE AGENTS

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

SECTION 4.18 BOARD ACTION WITHOUT A MEETING

Any action that the Board of Directors is required or permitted to take may be taken without a meeting if all members of the Board consent in writing (including a writing in an electronic medium) to that action. 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 4.19 CHAIRPERSON OF THE BOARD

Intel shall have the right to designate its representative (and successors) as the chairperson. In the event Intel fails to maintain its Sponsor membership, the Board of Directors shall elect a successor chairperson from nominees submitted by the remaining Sponsors.

ARTICLE 5: OFFICERS

SECTION 5.1 DESIGNATION OF OFFICERS

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

SECTION 5.2 ELECTION AND TERM OF OFFICE

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

SECTION 5.3 REMOVAL AND RESIGNATION

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon the vote of a Supermajority of Disinterested Directors. An officer who is also an employee of a Sponsor shall automatically be removed if the employer of the officer terminates its membership in the Corporation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 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 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 PRESIDENT

The President shall be the chief executive officer and, if a Director, may also be the Chairperson of the Board of Directors of the Corporation. The President, acting in the capacity of the President, shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors, including presiding as Chairperson at all meetings of the Members of the corporation, or any subset thereof.

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

SECTION 5.6 DUTIES OF VICE PRESIDENT

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

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

SECTION 5.7 DUTIES OF SECRETARY

The Secretary shall:

Certify and keep at the principal office of the Corporation or at such other place as the Board may determine, the original, or a copy, of these Bylaws as amended or otherwise altered to date.

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.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing (including a writing in an electronic medium) of all results of any election of Directors.

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.

Keep at the principal office of the Corporation or at such other place as the Board may determine, a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation.

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

SECTION 5.8 DUTIES OF TREASURER

The Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

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

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

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

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

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

SECTION 5.9 EXECUTIVE DIRECTOR

The Executive Director of the Corporation, if any, shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

Scheduling and setting up meetings.

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.

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.

Receiving and processing membership agreements, and executing them on behalf of the Corporation.

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

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

SECTION 5.10 COMPENSATION

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

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

ARTICLE 6: WORK GROUPS

SECTION 6.1 WORK GROUPS

The Corporation shall have such working groups as may from time to time be designated upon vote of the Board of Directors (“Work Groups”). The Board of Directors has designated the following Work Groups: (i) Systems Architecture Work Group (“SAWG”) which shall, among other things, develop and maintain certain Draft Specifications related to particular portions of the Purpose; (ii) Server Work Group (“SWG”) which shall also develop and maintain certain Draft Specifications related to particular portions of the Purpose; (iii) Compliance and Interoperability Work Group (“CIWG”); and (iv) Marketing Work Group (“MWG”). The Board

of Directors shall also have the power to establish and modify the Work Group charters, structure the Work Groups, designate Work Group chairpersons and disband Work Groups.

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

SECTION 6.2 MEETINGS AND ACTION OF WORK GROUPS

SECTION 6.2.1 FORMATION

Any Sponsor may propose to the Board of Directors the establishment of one (1) or more Work Groups to work on any business particularly related to these specifications. Such proposal shall include the proposed charter of such Work Group, and the Members that initially desire to participate in such Work Group. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, (ii) approve or disapprove the charter of such Work Group and (iii) appoint the initial and any replacement chairperson of such Work Group from among the Sponsors, which chairperson shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint said chairperson. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Members as well as the then-current Work Group Procedures that will govern the actions of such Work Group. Without limiting the powers of the Board of Directors as stated in the Bylaws, all output of Work Groups, including but not limited to Draft Specifications, and modifications thereto, shall be subject to review and approval of the Board of Directors in accordance with the Bylaws prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members.

SECTION 6.2.2 COMPOSITION

Any Member may join any Work Group; provided however, that the Board of Directors may, from time to time, develop and publish objective minimum criteria for membership in Work Groups, either by resolution or as part of its Work Group Procedures. Only the Members who have signed a Membership Agreement and are supportive of the Corporation’s Purpose in its entirety may work on the Draft Specifications.

SECTION 6.2.3 RECORD OF ACTIVITIES

The Work Group shall elect a secretary or other person to document and record the Work Group’s activities.

SECTION 6.2.4 MEETINGS

Work Groups shall hold regular meetings on a schedule as determined by such Work Group. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

SECTION 6.2.5 REMOVAL FROM WORK GROUPS

The then-current Work Group Procedures shall govern the removal of any member of a Work Group. Such Work Group Procedures governing the removal of a Work Group member shall be based on objective, fair and non-discriminatory criteria which shall include misconduct (to be defined in Work Group Procedures) and may include reasonable attendance requirements.

SECTION 6.3 PROCESS FOR APPROVAL OF A DRAFT SPECIFICATION

SECTION 6.3.1 DRAFT SPECIFICATION

The Systems Architectural Work Group and Server Work Group, which will be chartered by the Board of Directors, shall have the responsibility for drafting and developing Draft Specifications ("Specification Drafting Work Group").

When the Chairperson of the Specification Drafting Work Group determines that a Draft Specification is ready to be released for review and/or approval, he or she shall provide the Members with notice of the Specification Drafting Work Group's intent to submit such Draft Specification to the Board of Directors for review and/or approval. Such notice shall include a complete draft of the Draft Specification that is the subject of such notice. Each Member, on behalf of itself and its Affiliates, shall have forty five (45) days following the date of such notice ("License Review Period") to review such Draft Specification with respect to any intellectual property licensing issues including, without limitation, consideration of such Member's licensing obligations with respect to any Necessary Claims, as defined in Section 1(f) of the SSI Forum Intellectual Property Rights Policy ("IPR Policy") that may be contained therein. Nothing in this Section is intended to create a duty for a Member to conduct a search of its patent portfolio.

SECTION 6.3.2 LICENSING OBJECTIONS

In the event that the Member in good faith believes that the implementation of Necessary Claims in a Draft Specification would require a license, in accordance with Section 2(a) of the IPR Policy, from that Member, and that such Member is unwilling to provide a license under such Necessary Claims in accordance with Section 2(a) of the IPR Policy, that Member must, within the License Review Period, provide written notification to the Chairperson of the Specification Drafting Work Group and the Corporation's Secretary of its intent not to grant licenses under such Necessary Claims ("Licensing Objection"). Notwithstanding the foregoing, a Member shall not have the right to submit a Licensing Objection with respect to any Necessary Claims in any Contribution (as defined in Section 1(d) of the IPR Policy) submitted by such Member, and any such Licensing Objection will, with respect to such Necessary Claims, be invalid. A Licensing Objection must specifically identify each patent likely to contain Necessary Claims that the Member refuses to license hereunder, and for each such specifically-identified

patent include (i) the title of the patent, (ii) the registration number or application number of the patent, and (iii) the governmental body with which the patent is registered, or with which the application is filed. Any Licensing Objection that is not in writing, or that does not contain all of the specific information set forth in this Section 6.3.2, will be deemed to be invalid. In the event that a Member submits a valid Licensing Objection within the License Review Period, such Member shall not be required to grant licenses to any Necessary Claims contained in the specifically-identified patents. In the event that a Member does not properly submit a valid Licensing Objection within the License Review Period, the licensing provisions of Section 2(a) of the IPR Policy shall apply. The Board of Directors shall have the discretion to implement and require a standard form document for the submission of Licensing Objections.

In the event that one or more valid Licensing Objections is timely received by the Secretary, the Board of Directors shall (i) notify all Members of the receipt of such Licensing Objection(s) and (ii) form a subcommittee of the Board of Directors and under the direction of the Corporation's counsel identify options likely to result in the objecting Member withdrawing its Licensing Objection. Such subcommittee thereof shall deliver to the Board of Directors the results of its findings within a reasonable period of time.

SECTION 6.3.3 APPROVAL OF FINAL SPECIFICATIONS

Upon completion of the License Review Period, and upon majority vote of all members of the Specification Drafting Work Group who have attended not less than two (2) of the previous three (3) meetings of the Specification Drafting Work Group, the Specification Drafting Work Group shall submit such Draft Specification to the Board of Directors for review, comment and approval. If there are no Licensing Objections and the Board of Directors approves such Draft Specification pursuant to Section 4.12(g), such Draft Specification shall be a Final Specification of the Corporation. In the event that one or more valid Licensing Objections have been raised and have not been withdrawn, such Draft Specification shall not be adopted by the Corporation.

SECTION 6.3.4 NEW MEMBER REVIEW

If a prospective Member applies for Membership in the Corporation, then subject to the execution of such confidentiality and/or nondisclosure agreements as the Corporation may determine necessary, such prospective Member shall be permitted not less than forty five (45) days to review the Draft Specification then under review and any previously adopted Final Specifications of the Corporation for any and all Necessary Claims and to agree in a separate affirmative writing to be committed to the licensing provisions of Sections 2(a) of the IPR Policy, as to such pending Draft Specification if it is adopted by the Corporation and any previously adopted Specifications. Failure to provide such written affirmation shall be deemed a withdrawal of the prospective Member's application for membership.

ARTICLE 7: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 7.1 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 7.2 CHECKS AND NOTES

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

SECTION 7.3 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 8: CORPORATE RECORDS AND REPORTS

SECTION 8.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office, or at such other place as the Board may determine:

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

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

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

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

SECTION 8.2 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 the Corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 8.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 8 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 8.4 PERIODIC REPORT

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

ARTICLE 9: IRC SECTION 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 9.1 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 (the "Code").

SECTION 9.2 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 9.3 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 9.3 "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by ORS 317.080, as shall at the time qualify either (i) as exempt from

Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

ARTICLE 10: AMENDMENT OF BYLAWS

Except where otherwise provided for in individual Articles herein, these Bylaws and any Attachments, or any of them, may only be altered, amended, or repealed, and new Bylaws adopted, in accordance with Section 4.12(e); provided however that no alteration, amendment, or repeal of the following Articles and Sections of these Bylaws shall become effective except upon twenty (20) days prior written notice to the Members: Section 4.12(e), Section 4.12(j), Sections 6.3.1 through 6.3.4, this Article 10, and Article 15.

ARTICLE 11: CONSTRUCTION AND TERMS

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

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

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

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

ARTICLE 12: MEMBERSHIP PROVISIONS

SECTION 12.1 DETERMINATION AND RIGHTS OF MEMBERS

The Corporation shall have such classes of membership (“Membership Classifications”), as set forth in Article 14. For purposes of this Section a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Membership Agreements, the Articles of Incorporation, the Bylaws of the Corporation, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the General Membership of the Corporation, access to certain Final Specifications that are not made available to the public by the Corporation (depending on the Membership Classification), and market requirements documents as may be approved by the Board of Directors, and access to the general Member portions of the Corporation’s web site.

SECTION 12.2 QUALIFICATIONS FOR MEMBERSHIP

Any Member supportive of the Corporation's purposes, and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and who pays the then-current annual dues applicable to Membership Classification. Additionally, each Member hereby agrees not to load the membership of any Work Group of the Corporation for the purpose of obstructing the purpose of the Corporation or the progress or purpose of that Work Group. "Supportive of the Corporation's purposes" means that the Member is supportive of the Corporation's efforts to create Final Specifications and that the Member intends to create or integrate products implementing such Final Specifications in the specific markets or product areas in which the Member has a direct interest, and that the Member will not intentionally sabotage the Corporation's efforts.

SECTION 12.3 ADMISSION TO MEMBERSHIP

Applicants qualified under Section 12.2 shall be admitted to membership upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Membership Agreement; and payment of the applicable annual dues as specified on the Membership Agreement.

SECTION 12.4 FEES AND DUES

The annual dues payable to the Corporation by each class of Members shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues shall be due and payable upon execution of the Membership Agreement according to terms defined 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 12.5 NUMBER OF MEMBERS

There is no limit on the number of Members the Corporation may admit, but all Members must qualify under Section 12.2.

SECTION 12.6 MEMBERSHIP ROLL

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

SECTION 12.7 NONLIABILITY OF MEMBERS

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

SECTION 12.8 NONTRANSFERABILITY OF MEMBERSHIPS

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

SECTION 12.9 TERMINATION OF MEMBERSHIP

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

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

(2) Upon fifteen (15) days' written notice from the Member.

(3) Upon unanimous vote of all Disinterested Directors when such Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of Membership herein, including the requirements for Membership as stated in Section 12.2.

(4) Upon a Member's dissolution.

In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) Membership and one (1) vote in all Membership votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof for the remainder of such former voting Members original membership period.

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

ARTICLE 13: MEETINGS OF SPONSORS AND MEMBERS

SECTION 13.1 PLACE OF MEETINGS

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

SECTION 13.2 REGULAR MEETINGS

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

Meetings of the Sponsors shall be held on dates and at times to be determined by the Board of Directors.

SECTION 13.3 SPECIAL MEETINGS OF SPONSORS

Special Meetings of the Sponsors for any purpose shall be called by the Board of Directors, or by written request of two-thirds (2/3) of the Sponsors (in the aggregate).

SECTION 13.4 NOTICE OF MEETINGS

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

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

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

SECTION 13.7 SPONSOR AND MEMBER ACTION AT MEETINGS

Each Sponsor shall have one (1) vote on each matter submitted to a vote. Except as provided for in Section 13.8, the Sponsor's designated employee shall do all voting in person, not by proxy. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, unless otherwise required. Results of all ballots shall duly be distributed to all Sponsors by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes.

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

SECTION 13.8 ACTION BY WRITTEN BALLOT

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

The ballot shall:

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

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

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

SECTION 13.9 CONDUCT OF MEETINGS

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

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

ARTICLE 14: MEMBERSHIP CLASSIFICATIONS

SECTION 14.1 SPONSORS

The Corporation shall have Sponsors. All Sponsors must execute a Membership Agreement and pay the fees called for thereon for Sponsors and all Sponsors shall be entitled to all rights and bound to the obligations stated therein and generally afforded and imposed upon all Members. Any new Sponsor may be added upon the recommendation of any existing Sponsor and accepted by a two thirds vote of all existing Sponsors. In addition, Sponsors shall be granted the specific additional rights stated in this Section 14.1 and shall be subject to the obligations stated in the IPR Policy.

Among other benefits specifically afforded to Sponsors who remain in good standing are those benefits specifically afforded to Contributors and in addition:

- (1) Seat on the Board of Directors for the Corporation;
- (2) The right to be listed (with a hyperlink to the Sponsor's web site) as a Sponsor on the Corporation's web site;
- (3) The right to access any and all portions of the Corporation's web site. This right also includes the ability to participate in Sponsor only discussion groups and other mailing lists of the Corporation (subject to any privacy policy the Corporation may adopt);
- (4) The right to access Member-only confidential information, including but not limited to Draft Specifications and internal working documents of the Corporation as well as Sponsor-only confidential information such as selected business issues and discussions related to the evaluation and review process for Draft Specifications determined by the Board of Directors as accessible to Sponsors only;
- (5) Subject to such procedures as may be adopted by the Board of Directors, the right to review any Draft Specifications and submit and recommend to the Board of Directors such drafts be considered Final Specifications of the Corporation;

- (6) The preferential right of first refusal (prior to Contributors) to actively participate in the Corporation's marketing and promotional activities at trade shows and other industry events;
- (7) The right to be listed as a Sponsor in all press releases of the Corporation; and
- (8) The right to chair Work Groups pursuant to the Membership Classification (subject to Board of Directors appointment pursuant to Section 6.2.1 hereof).

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

SECTION 14.2 CONTRIBUTORS

The Corporation shall have Contributors. Admission as a Contributor shall be open to any party subject to Section 12.2. All Contributors must execute a Membership Agreement and pay the fees called for thereon for Contributors. Once accepted, all Contributors shall be entitled to all rights and bound to the obligations stated in the Membership Agreement and generally afforded and imposed upon all Members. In addition, Contributors shall be granted the specific additional rights stated in this Section 14.2 and shall be subject to the obligations in the IPR Policy.

Among other benefits specifically afforded to Contributors who remain in good standing are those benefits specifically afforded to Adopters and in addition:

- (1) The right to be listed (with a hyperlink to the Contributor's web site) as a Contributor on the Corporation's web site;
- (2) The right to participate in the activities of Work Groups, including voting rights;
- (3) Pre-release access to Final Specifications and other documents of the Corporation and the right to attend and participate in compliance workshops conducted prior to release of the Final Specification by the Corporation;
- (4) Subject to such procedures as may be adopted by the Board of Directors, the right to review and comment on Draft Specifications of the Corporation prior to their adoption by the Corporation;
- (5) Access to certain Final Specifications that are not made available to the public by the Corporation, and compliance testing at discounted rates and discounts (to be determined) on testing tools provided that the discounted compliance testing and discounted testing tools cannot be sold, bartered, traded or otherwise transferred (except to Affiliates) in any way;
- (6) The right to access specific portions of the Corporation's web site and participate in mailing lists of the Corporation (subject to any privacy policy the Corporation may adopt); and
- (7) Access to compliance testing and tools at discounted rates.

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

SECTION 14.3 ADOPTERS

The Corporation shall have Adopters who may, subject to Section 12.2, join the Corporation by executing a Membership Agreement and paying the fees called for thereon for Adopters. All Adopters shall be entitled to all rights and bound to the obligations stated in the Membership Agreement and generally afforded and imposed upon all Members. In addition, Adopters shall be granted the specific additional rights stated in this Section 14.3 and shall be subject to the obligations stated in the IPR Policy.

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

- (1) Right to be listed as an Adopter on the Corporation Website and access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);
- (2) The right to participate in the activities of Work Groups, but without voting rights;
- (3) Pre-release access to Final Specifications and other documents of the Corporation and the right to attend and participate in compliance workshops conducted prior to release of the Final Specification by the Corporation, but only if the Adopter is an active member of a Work Group whose members have such access and such rights;
- (4) Subject to such procedures as may be adopted by the Board of Directors, the right to review and comment on Draft Specifications of the Corporation prior to their adoption by the Corporation, but only if the Adopter is an active member of a Work Group whose members have such rights;
- (5) Access to certain Final Specifications that are not made available to the public by the Corporation, and compliance testing and relevant compliance testing tools at standard rates, provided that the compliance testing and testing tools cannot be sold, bartered, traded or otherwise transferred (except to Affiliates) in any way;
- (6) The right to attend and participate in training seminars and interoperability plugfests;
- (7) The right to advertise certified products on the Corporation's website;
- (8) Subject to procedures as may be adopted by the Board of Directors, the right to use the Corporation's name and/or logo in connection with certified products;
- (9) On successful participation in an interoperability plug fest, the right to be included in the Integrators List; and
- (10) The right to a copyright license, free of charge, in any and all Final Specifications of the Corporation.

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

ARTICLE 15: DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

SECTION 15.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION

As part of the Corporation's activities, the Members will use reasonable efforts to not disclose or exchange information among themselves unless such disclosure or exchange of information reasonably relates to the lawful purposes of the Corporation. All information disclosed as a part of 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 15.2 CONFIDENTIAL INFORMATION

Members will maintain the confidential information of the Corporation, including but not limited to any Final Specifications that are not made available to the public by the Corporation and any Draft Specifications (the "Confidential Information"), in confidence and with at least the same degree of care that it uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. Members will not disclose the Draft Specifications or any Final Specifications that are not made available to the public by the Corporation, except as necessary for its employees and contractors (under a comparable obligation of confidentiality) with a need-to-know for the purpose of developing or updating the Draft Specifications or such Final Specifications or developing products according to such Final Specifications. Any information incorporated in a particular revision of any Final Specifications, including any exhibits or attachments thereto, shall be permitted to be released only upon agreement of the Board of Directors. Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third-party non-Members. Confidential Information shall not include any information that is:

- a. in the public domain other than by the recipient's breach of a duty;
- b. received from a third party without any obligation of confidentiality, but only if the recipient had no reason to believe that the third party was prohibited from using or disclosing the information by a contractual or fiduciary obligation;
- c. rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party;
- d. independently developed by employees or contractors of the recipient without breach of the terms of this Agreement;
- e. disclosed as required by law to comply with applicable laws or regulations, or with a valid order of a court or other governmental body of the United States, provided a protective order is sought to minimize the required disclosure; or
- f. made public by the Board of Directors in accordance with these Bylaws.

For clarity, the fact that reference is made in a Draft Specification or Final Specification to any branded product is not Confidential Information.

SECTION 15.3 NONDISCLOSURE

Notwithstanding anything to the contrary herein, any Member shall be free to use the Residuals resulting from access to or work with of Confidential Information for any purpose including, but not limited to, 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 within the scope of the receiving party’s obligations who have had rightful access to such Confidential Information under these Bylaws, including ideas, concepts, know-how or techniques contained therein and who no longer have access to the disclosed Confidential Information and who have not intentionally memorized such Confidential Information. 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 15.3 shall not be deemed to grant to any party a license under the other party’s copyrights or patents.

SECTION 15.4 CORPORATION INFORMATION

All public disclosures regarding the existence, membership and activities of the Corporation must be approved by the Board of Directors. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Corporation and its activities. 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 15.5 SURVIVAL

After withdrawal, termination or non renewal as a Member, for any reason, a former Member has a continuing duty under this Article 15.

ARTICLE 16: GENERAL

SECTION 16.1 APPLICATION

The following provisions apply in the event of dispute between a Member and the Corporation. Notwithstanding anything else herein, this Article 16 shall only apply to disputes between Corporation and its Members and shall not apply to any disputes between Members or between the Members and third parties.

SECTION 16.2 WAIVER OF WARRANTIES

ALL SPECIFICATIONS OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION OR OF ANY MEMBER OR ITS AFFILIATES THEREIN IS PROVIDED “AS IS”, AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, VALIDITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 16.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL CORPORATION BE LIABLE TO ITS MEMBERS, OR ITS MEMBERS LIABLE TO CORPORATION, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.

SECTION 16.4 CHOICE OF LAW

Any claim arising under or relating to these Bylaws shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of law.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the SSI Forum, an Oregon Nonprofit Corporation; and

The foregoing Third Amended and Restated Bylaws were duly adopted by the Board of Directors of said Corporation on _____, 2012.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ____ day of _____, 2012.

Jim Ryan, Secretary