

BYLAWS
OF
CCIX CONSORTIUM, INC.
A Delaware nonprofit corporation

1. OFFICES

1.1 Principal Office.

The principal office of CCIX Consortium, Inc. (the “**Corporation**” or “**CCIX Consortium**”) shall be designated by the Board of Directors. 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.

1.2 Other Offices.

The Corporation may also have offices at such other places, within or outside of the State of Delaware, 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.

2. PURPOSES

2.1 Code Section 501(C)(6) Purpose.

The purposes for which this Corporation is organized are as follows:

- (1) The Corporation is formed as a business league within the meaning of Section 501(c)(6) of the United States Internal Revenue Code of 1986, as amended (hereinafter referred to as the “**Code**”) and Section 1902(b)(3) of Title 30 of the Delaware Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States federal tax code.
- (2) The Corporation may exercise all of the rights and powers conferred on nonprofit non-stock corporations under the laws of the State of Delaware.
- (3) Notwithstanding any of the above statements of purposes and powers, the Corporation shall not engage in any activities or exercise any powers, whether express or implied, so as to disqualify the Corporation from exemption 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 and from exemption from Delaware income tax by reason of being an organization described in Section 1902(b)(3) of Title 30 of the Delaware Code and corresponding provisions of any future United States federal tax code or Delaware code.

2.2 Specific Purpose.

The Corporation is a non-profit corporation formed for purposes that include, but are not limited to, developing and promoting the adoption of openly accessible standard specifications related to coherent interconnect technologies linking general-purpose processing and acceleration devices for efficient heterogeneous computing.

3. DEFINITIONS

3.1 “Adopter(s)” means those Members who qualify as an “Adopter” in accordance with the provisions of Section 4.1.3.

3.2 “Affiliate” or “Affiliates” means any entity that is controlled by, under common control with or that controls the subject party. For purposes of this definition, “control” means direct or indirect ownership of or the right to exercise: (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

3.3 “Applicant” shall have the meaning as set forth in Section 4.4.1 of these Bylaws.

3.4 “Antitrust Policy” shall have the meaning as set forth in Section 8 of these Bylaws.

- 3.5** “**Board of Directors**” or “**Board**” shall have the meaning as set forth in Section 5 of these Bylaws
- 3.6** “**Bylaws**” means these Bylaws as may be amended from time to time or at any time pursuant to the terms set forth herein.
- 3.7** “**CCIX Policies**” shall have the meaning as set forth in Section 8 of these Bylaws.
- 3.8** “**Certificate of Incorporation**” means the Corporation’s Certificate of Incorporation as may be amended from time to time and at any time.
- 3.9** “**Code**” means the Internal Revenue Code of 1986, as amended from time to time.
- 3.10** “**Contributor(s)**” means those Members who qualify as a “Contributor” in accordance with the provisions of Section 4.1.2.
- 3.11** “**Corporation**” shall have the meaning as set forth in Section 1.1 of these Bylaws.
- 3.12** “**Director(s)**” shall have the meaning as set forth in Section 5 of these Bylaws.
- 3.13** “**DGCL**” means the Delaware General Corporation Law, as it may be amended from time to time.
- 3.14** “**DGCL Member Voting Rights**” shall have the meaning as set forth in Section 4.2 of these Bylaws
- 3.15** “**Draft Specification(s)**” shall have the meaning as set forth in Corporation’s IPR Policy.
- 3.16** “**Final Specification(s)**” shall have the meaning as set forth in Corporation’s IPR Policy.
- 3.17** “**IPR Policy**” has the meaning as set forth in Section 8 of these Bylaws.
- 3.18** “**Member**” means a general reference to all members, and their Affiliates, in the numerous membership classes established from time to time by the Board of Directors pursuant to Section 4 of these Bylaws (including, without limitation, Promoters, Contributors and Adopters), who have qualified as members in such classification pursuant to the provisions of these Bylaws.
- 3.19** “**Participation**” means the right to participate as a Member pursuant to these Bylaws, the Participation Agreement and any CCIX Policies.
- 3.20** “**Participation Agreement**” means the applicable Participation or Membership Agreement approved by the Board of Directors of the Corporation and applicable to the Member and its Member class.
- 3.21** “**Participation Policies**” has the meaning as set forth in Section 4.2.3.
- 3.22** “**Promoter(s)**” means those Members who qualify as a “Promoter” in accordance with the provisions of Section 4.1.1.
- 3.23** “**Work Group**” has the meaning as set forth in Section 6 of these Bylaws.
- 3.24** “**Work Group Policy**” has the meaning as set forth in Section 6 of these Bylaws.
- 3.25** “**Technical Proposals**” means an outline of new features that has been ratified by a Work Group and is targeted for inclusion in a future Draft Specification or Final Specification.

4. MEMBER CLASSES; PARTICIPATION

4.1 Member Classes.

There shall be three (3) classes of Members: (i) Promoter(s); (ii) Contributor(s); and (iii) Adopters(s). The Board of Directors may add or eliminate classes of Members at any time by a vote of the Directors pursuant to Section 5.7.8. Except as expressly provided in, or authorized by, the applicable Participation Agreement, the Certificate of Incorporation, these Bylaws, or provisions of law, Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors. For purposes of these Bylaws, a Member and its Affiliates shall be deemed to be one (1) Member. The benefits and privileges of each class of Member are defined below:

4.1.1 Promoters.

- (i) The Corporation shall have a class of Members called Promoters. The Promoters shall be divided into the following two sub-categories:
- a. Permanent Promoters. The Corporation shall have up to six (6) Members in the Promoter level who shall be deemed to be the “**Permanent Promoters.**” The following corporations are hereby identified as the Corporation’s initial Permanent Promoters as of the effective date of these Bylaws: **Advanced Micro Devices, Inc., ARM Limited, Huawei Technologies Co, Ltd., Mellanox Technologies, Ltd., Qualcomm Incorporated and Xilinx, Inc.** Subject to Section 5.3 below, only the Permanent Promoters shall have the right to select one (1) representative (known as a Permanent Board Representative under said Section 5.3) to serve as a Director on the Board of Directors of the Corporation.
- b. At-Large Promoters. The Corporation may have up to three (3) additional Members in the Promoter level who shall be deemed to be the “**At-Large Promoters**”. If a Contributor nominated a Board Nominee (as defined in and under Section 5.4 of these Bylaws) and that Board Nominee was then elected to the Board of Directors as one of the three (3) At-Large Directors under Section 5.4, then such Contributor shall be elevated to and will be deemed to be one (1) of the At-Large Promoters as of the first date its Board Nominee begins his/her service as the At-Large Director; subject, however, to the following conditions:
- (i) said Contributor’s initial elevation to an At-Large Promoter and its continuation at such At-Large Promoter level of Members is contingent on that entity’s and its At-Large Director’s satisfaction and continued compliance with all of the requirements of Section 5.4 and the other provisions of Section 5 of these Bylaws; and
- (ii)) if the applicable At-Large Director is no longer a member of the Board of Directors for any reason whatsoever (including without limitation the applicable At-Large Director’s term expired, or he/she has resigned, has been removed, or is deemed to be removed from the Board of Directors for any reason), then the At-Large Member shall automatically become a Contributor.
- (ii) Unless an explicit distinction is made in these Bylaws between the Permanent Promoter and the At-Large Promoter, the term “**Promoters**” as used in these Bylaws shall mean, in the aggregate, all of the Permanent Promoters and all of the At-Large Promoters.
- (iii) All Promoters must execute a Participation Agreement, in a form approved by the Board of Directors, and pay at all times any fees called for therein for Promoters. Following the Corporation’s acceptance of a Participation Agreement and for so long as such Participation Agreement shall remain in effect (but subject to continued compliance with all requirements applicable to Members contemplated by these Bylaws, the Participation Agreement and any CCIX Policies, including without limitation being current on its payment of Member dues), all Promoters shall be entitled to all rights, and will be bound by all obligations, granted in the Participation Agreement, in these Bylaws and in any CCIX Policies, as well as the following additional rights:
- a. Those benefits generally afforded to and imposed upon all Contributors as well as the following additional rights:
- (1) The right to participate in the exercise of any DGCL Member Voting Rights, if any are applicable;
 - (2) The right to vote on all matters presented to the Members for a vote (except for the right granted to Contributors to nominate and then vote for the election of At-Large Directors pursuant to Section 5.4 of these Bylaws);
 - (3) Listed as a Promoter on the Corporation’s web site and in Corporation’s marketing material; and
 - (4) Listed as a Promoter in all press releases, and at all events of the Corporation;
- b. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoters may be entitled.

4.1.2 Contributors.

The Corporation shall have a class of members called Contributors. All Contributors must execute a Participation Agreement, in a form approved by the Board of Directors, and pay at all times any fees called for therein for Contributors. Following the Corporation's acceptance of a Participation Agreement and for so long as such Participation Agreement shall remain in effect (but subject to continued compliance with all requirements applicable to Members contemplated by these Bylaws, the Participation Agreement, and any CCIX Policies, including without limitation being current on its payment of Member dues), all Contributors shall be entitled to all rights, and will be bound by all obligations, granted in the Participation Agreement, in these Bylaws and in any CCIX Policies, as well as the following additional rights:

- a. Those benefits generally afforded to and imposed upon all Adopters as well as the following additional rights:
 - (1) Subject to, and pursuant to the procedures set forth in, Section 5.4 of these Bylaws, a right to nominate and then vote for the election of At-Large Directors;
 - (2) Subject to, and pursuant to any procedures set forth in, the IPR Policy, the right to participate in Work Groups;
 - (3) Subject to, and pursuant to any procedures set forth in, the Work Group Policy, the right to: (i) vote as a participant of a Work Group on matters presented to Work Group participants for such vote; (ii) review Draft Specifications; and (iii) have access to any approved Technical Proposals.
- b. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Contributors may be entitled.

4.1.3. Adopters.

The Corporation shall have a class of members called Adopters. All Adopters must execute a Participation Agreement, in a form approved by the Board of Directors, and pay any associated fees called for therein for Adopters. Following the Corporation's acceptance of a Participation Agreement and for so long as such Participation Agreement shall remain in effect (but subject to continued compliance with all requirements applicable to Members contemplated by these Bylaws, the Participation Agreement and any CCIX Policies, including without limitation being current on its payment of Member dues), all Adopter shall be entitled to all rights, and will be bound by all obligations, stated therein as well as the following additional rights:

- a. The right to attend those Corporation trade shows or other industry events (in the status of a Member of the Corporation) as may be determined by the Board of Directors or its designee;
- b. Subject to any conditions or limitations of the Board of Directors, Adopters may be given reasonable early access to a Final Specification before it is released to the general public; and
- c. In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Adopters may be entitled.

4.2 General Member Requirements; Participation Policies; Member Voting Rights.**4.2.1 General Member Requirements.**

As a general condition of accepting an Applicant's application to be a Member, and as a condition of a Member's continued Participation in the Corporation, all Members and Applicants are required to: (i) abide by, and remain in compliance with, these Bylaws and all CCIX Policies; and (ii) execute a Participation Agreement and abide by, and remain in compliance with, the Participation Agreement.

4.2.2 Voting Rights of Members.

Notwithstanding any other provision in these Bylaws which may be to the contrary, the following governs the voting rights of the Members of the Corporation:

- (i) Any voting rights which may be granted to “members” of the Corporation pursuant to the DGCL (“**DGCL Member Voting Rights**”) shall be exclusively granted to, and exclusively exercised by, the Promoters but no other Members shall have any such voting right whatsoever under the DGCL.
- (ii) If any voting rights are granted to Members of the Corporation pursuant to the Certificate of Incorporation, these Bylaws, or any CCIX Policies without explicitly stating which class of Members of the Corporation are entitled to exercise that voting right, then such voting right shall be exercised exclusively by the Promoters (and no other Members shall have any voting right whatsoever regarding that applicable issue).
- (iii) Except for the voting rights granted to Contributors pursuant to Section 5.4 of these Bylaws to nominate and then vote for the election of At-Large Directors and except for any other rights which may be given to Contributors pursuant to any Work Group Policy to vote as a participant in any Work Group, the Contributors have no other voting rights whatsoever as a Member, including, without limitation, no DGCL Member Voting Rights.
- (iv) Adopters have no voting rights whatsoever, including, without limitation, no DGCL Member Voting Rights.

4.2.3 Participation Policies.

In addition to other requirements and qualifications set forth in these Bylaws applicable to Applicants and Members, the Board of Directors may adopt, at any time and from time to time, policies and procedures which the Board of Directors deems appropriate related to the admission of Applicants into the Corporation, the admission into or qualifications for each of the particular classes of Members, or any other requirements or qualifications for ongoing Participation as a Member in the Corporation (“**Participation Policies**”). Participation Policies may be approved, and existing Participation Policies may be amended, by a vote of the Board of Directors pursuant to Section 5.7.8 of these Bylaws. Participation Policies shall be effective as of the date set forth therein and shall be applicable to all Members (then existing and those in the future) and all pending Applicants.

4.3 Member and Participation Qualifications.

4.3.1 General Member and Participation Qualifications.

In addition to all other qualifications and requirements for Members and their Participation set forth in these Bylaws (including, without limitation, in this Section 4), the following are additional general qualifications for Participation by an Applicant (as defined herein) and for continued Participation by a Member in the Corporation:

- (i) Applicant and Member must be supportive of the Corporation’s Purposes as defined in Section 2 of these Bylaws and in the Corporation’s Certificate of Incorporation. “**Supportive of the Corporation’s Purposes**” means that the Member is generally supportive of the Corporation’s overall efforts to create Final Specifications;
- (ii) Applicant and Member must not otherwise be prohibited by treaty, law or regulation from abiding by the terms of these Bylaws or any CCIX Policies; and
- (iii) Applicant must pay, and the Member must continue to pay, the then-current annual dues applicable to the relevant Member class.

4.3.2 Additional Qualifications for Promoters.

Promoters must also agree to the following :

- (i) Each Permanent Promoter entity must commit to sending its Permanent Director, and each At-Large Promoter entity must commit to sending its At-Large Director, to at least one (1) face-to-face Board of Directors meeting each calendar year, assuming such face-to-face meetings are scheduled; and
- (ii) Each Promoter entity must assign at least one (1) “full time equivalent” representative of the Member to participate in the activities of the Corporation; and
- (iii) Each Promoter entity must commit to send at least one (1) representative(s) from that Promoter to attend at least fifty percent (50%) of the meetings per year sponsored by the Corporation; and

- (iv) Each Promoter entity must commit to send at least one (1) representative to any annual face-to-face meeting of Members, if one is held.

4.4 Admission of Members; Additional Participation Requirements and Conditions.

4.4.1 Initial Applications for Participation as a Member.

Applicants seeking admission as a Member in the Corporation (“**Applicant**”) must first satisfy the following conditions: (i) Applicant must submit a completed Participation Agreement to the Board of Directors; and (ii) Applicant must satisfy all requirements contemplated by these Bylaws and any CCIX Policies for admission as a Member.

4.4.2 Admission as Promoter.

Applicants applying as a Promoter may be admitted to Participation as a Promoter subject to the following additional conditions:

- (i) Promoters have not yet reached the maximum number of their allowable and applicable number under Section 4.1.1 of these Bylaws;
- (ii) Elevation to, and continuation as, an At-Large Promoter is subject to the terms and conditions of Section 4.1.1, Section 4.3.2 and Section 5.4 of these Bylaws;
- (iii) If any Permanent Promoter withdraws or is removed from its status as a Permanent Promoter and the Board of Directors seeks to admit a new entity to that position, then the following procedure shall apply:
 - (a) The Board of Directors has the exclusive right to solicit applications from companies that may be interested in being an Applicant to become a Member at the Permanent Promoter level;
 - (b) The Board of Directors shall then have the right, by a vote pursuant to Section 5.7.8, to select the company that will be the Applicant to become a Member at the Permanent Promoter level. When conducting this vote, the Directors may evaluate the following: (1) the Applicant’s level of Participation in, and activities on behalf of, the Corporation to date (if any); (2) any desire to populate the Permanent Promoter level of Members with a balanced voice of industry and to account for a global perspective in order to foster more open industry-wide communication and to better fulfill the Corporation’s purposes; and (3) any other qualifications or requirements for the Permanent Promoter level of Members that may be set forth in any CCIX Policies or adopted by the Board of Directors; and
 - (c) The Applicant selected by the Board of Directors pursuant to the above vote must then, after such vote, satisfy any of the other requirements to be a Permanent Promoter as set forth in these Bylaws or in any other CCIX Policies and, upon such satisfaction, will then be deemed to be the new Permanent Promoter.
- (iv) Applicant must qualify under, and once a Member must remain in compliance with, all other provisions of these Bylaws and all CCIX Policies as a Promoter; and
- (v) Applicant/Member’s execution of a Participation Agreement, and payment of the applicable annual dues as specified in the Participation Agreement.

4.4.3 Admission as Contributor.

Applicants applying as a Contributor may be admitted to Participation as a Contributor subject to the following additional conditions:

- (i) Applicant must qualify under, and once a Member must remain in compliance with, all other provisions of these Bylaws and all CCIX Policies as a Contributor; and
- (ii) Applicant/Member’s execution of a Participation Agreement, and payment of the applicable annual dues as specified in the Participation Agreement.

4.4.4 Admission as Adopter.

Applicants applying as an Adopter may be admitted to Participation as an Adopter subject to the following additional conditions:

- (i) Applicant must qualify under, and once a Member must remain in compliance with, all other provisions of these Bylaws and all CCIX Policies as an Adopter; and
- (ii) Applicant/Member's execution of a Participation Agreement, and payment of the applicable annual dues as specified in the Participation Agreement.

4.5 Membership Fees.

The annual fees payable to the Corporation by each class of Members shall be established and may be changed from time to time by a vote of the Directors pursuant to Section 5.7.8 of these Bylaws. Initial fees, if any, shall be due and payable upon execution of a Participation Agreement according to terms defined in the Participation Agreement. In addition to the other termination provisions of Section 4.10, any Member that is delinquent in the payment of any fee(s) is subject to termination as a Member in accordance with Section 4.10.1. Notwithstanding the foregoing, the Board of Directors has the authority to reduce or waive Member fees for any Member class as it deems appropriate to support the purpose of the Corporation.

4.6 Number of Members.

Subject to the other provisions of this Section 4 and the CCIX Policies, there is no limit on the number of Members the Corporation may admit.

4.7 Member Roll.

The Corporation shall keep a Member roll containing the name and address of each Member, the date upon which the Applicant became a Member, and the name and contact information of one (1) individual from each Member organization who shall serve as a primary contact for the Corporation, receive all correspondence, notices and information on behalf of the Member, and then distribute such correspondence, notices and information within his or her Member organization. Termination of any Member shall be recorded in the roll, together with the date of termination of such Member. Such roll shall be kept by the Secretary of the Corporation. The Corporation shall use addresses and other contact information provided by Members on their Participation Agreements. If the address or other contact information of a Member changes it shall be the responsibility of the Member to provide the Corporation with updated information.

4.8 Non-liability of Members.

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

4.9 Non-transferability of Member Status.

All rights as a Member shall cease upon the Member's dissolution. No membership in the Corporation may be assigned without the prior written consent of the Corporation, unless such transfer is an intra-company transfer or between Affiliates, and any purported assignment without such written consent shall be null and void. Notice of an intra-company transfer or Affiliate transfer must be provided to the Board of Directors.

4.10 Termination of Member's Participation.

Notwithstanding anything to the contrary in the Participation Agreement, the Participation of a Member as a Member of the Corporation shall terminate upon the occurrence of any of the following events:

4.10.1 Failure to Renew Participation as a Member.

Upon a failure to initiate or renew Participation as a Member by paying dues on or before their due date (as set forth in the applicable Participation Agreement), such termination to be effective sixty (60) days after a written notification of delinquency is given personally or mailed to such Member by the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a sixty (60) day period following the Member's receipt of the written notification of delinquency.

4.10.2 Termination of Member.

Upon thirty (30) days' written notice from the Member; in which case the effective date of termination is thirty (30) days from the date of notice of termination.

4.10.3 Violation of Policies or Duties of Participation.

Upon unanimous vote of all disinterested Directors in office when such Board of Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated any provision of these Bylaws, the Member's Participation Agreement, any CCIX Policy, or any other policies and procedures duly approved by the Board of Directors, or caused the Corporation to be in violation of any provision of the Certificate of Incorporation, and failed to cure where, in the discretion of a majority of the disinterested Directors, such violation can be cured.

4.10.4 Member's Dissolution or Merger.

In the event that two (2) or more Member entities are merged or a Member entity is acquired by another Member entity, the resulting entity shall have only one (1) membership and one (1) vote (if any voting rights apply to the applicable Member class) in all Member votes thereafter.

4.11 Effect of Member's Termination.

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

4.12 Use of Member Name and Company Logo.

Members agree that, subject to the Member's company logo and/or trademark usage guidelines provided to the Corporation, the Corporation may reproduce the Member's designated company logo, company trademark, and company name on the Corporation's website and in press releases, marketing material, and other material of the Corporation for the purposes of acknowledging the Member's status as a Member of the Corporation and its Participation in the Corporation. Upon notice of termination as a Member, a Member's company name shall be removed from the Corporation's public lists of Members, future press releases, and any yet-to-be released marketing materials, provided, however, the Corporation shall not be required to remove the terminating Member's company logo, company trademark, or company name from already publicly released material or documentation. No Member, for purposes other than in connection with the Corporation, shall have any right to use the company logo, company trademark or company name of any other Member.

5. BOARD OF DIRECTORS**5.1 Powers.**

Subject to the limitations of the Certificate of Incorporation, of these Bylaws, and of the DGCL, and subject to the duties of Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled by, the Board of Directors of the Corporation ("**Board of Directors**" or the "**Board**"). The Board of Directors shall have the power to (i) select and remove all officers, agents, employees and contractors, and to fix reasonable compensation thereof, (ii) to authorize and empower officers or agents to enter into contracts and other commitments on behalf of this Corporation, and (iii) to create committees and appoint and delegate responsibilities and authority to such committees, officers and agents.

5.2 Composition and Size; Selection.

5.2.1 Size of Board of Directors. The Board of Directors (each person referred to individually as a "**Director**" and collectively as "**Directors**") shall consist of a maximum of nine (9) Directors and a minimum of five (5) Directors.

5.2.2 Composition of Board of Directors. Subject to the size limitations set forth in Section 5.2.1 above, the Board of Directors shall consist of the following: (i) six (6) Permanent Directors selected in accordance with Section 5.3; and (ii) up to three (3) At-Large Directors elected in accordance with Section 5.4.

5.2.3 Meaning of Directors. Unless an explicit distinction is made in these Bylaws between the Permanent Directors and the At-Large-Directors, the term "**Directors**", "**members of the Board of Directors**", or "**Board of Directors**" as used in these Bylaws shall mean, in the aggregate, all of the Permanent Directors and all of the At-Large Directors.

5.3 Permanent Directors.

5.3.1 Appointment of Permanent Directors by Permanent Promoters.

- (1) Each Permanent Promoter (as defined in Section 4.1.1 of these Bylaws) has the right to select one (1) individual (hereinafter, the “**Permanent Board Representative**”) to serve as a Director on the Board of Directors of the Corporation (individually a “**Permanent Director**” and collectively the “**Permanent Directors**”), subject, however, to the Permanent Promoter’s compliance with these Bylaws, its Participation Agreement and all CCIX Policies, including without limitation the payment of its Member fees.
- (2) In accordance with the procedure set forth in this Section 5.3, each Permanent Promoter entity must provide written notice to the Secretary or President of the Corporation in order to select its initial and (if applicable) each subsequent Permanent Board Representative to serve as a Permanent Director.
- (3) Subject to the provisions of these Bylaws, including without limitation Section 5.3.4 herein, a Permanent Director shall hold office until: (i) his or her successor is selected by the applicable Permanent Promoter entity pursuant to the procedures set forth in this Section 5.3; (ii) the Permanent Promoter entity that selected the applicable Permanent Director withdraws as a Permanent Promoter or its status as a Permanent Promoter otherwise terminates; or (iii) the Permanent Director’s earlier death, resignation or removal for any reason.

5.3.2 Qualification of Permanent Directors. The Permanent Directors on the Board of Directors are limited to the individual Permanent Board Representatives selected by each Permanent Promoter pursuant to this Section 5.3.

5.3.3 Subsequent Appointments of Permanent Directors. Each Permanent Promoter entity must provide the Secretary or President of the Corporation with written notice of: (i) its initial selection of its Permanent Board Representative pursuant to its right to select one (1) Permanent Director to serve on the Board of Directors under Section 5.3.1 above; (ii) its decision to remove its Permanent Board Representative as a Permanent Director; or (iii) its decision to replace, and the name of its replacement as, its Permanent Board Representative as a Permanent Director. As of the date of the Secretary’s or President’s receipt of such notice from the Permanent Promoter entity, the following shall be deemed to have automatically occurred, and the Secretary or President of the Corporation shall note the following in the Corporation’s official records:

- (1) With regard to the notice of the initially selected Permanent Board Representative, that person will be deemed to a Permanent Director on the Board of Directors.
- (2) With regard to any subsequent notice(s) about removing or replacing the Permanent Board Representative, the following applies: (a) the then current Permanent Board Representative for that applicable Permanent Promoter entity will be deemed to have resigned as a Permanent Director on the Board of Directors; and (b) if a replacement Permanent Board Representative is named in the notice, if any, then the newly selected Permanent Board Representative will be deemed to a Permanent Director on the Board of Directors.

5.3.4 Permanent Director’s Term of Office. Permanent Directors shall serve for a two (2) year period; provided, however, if at the expiration of any such two (2) year period the applicable Permanent Promoter entity has not sent written notice to the Corporation’s Secretary with the name of the Permanent Board Representative that will continue to serve as a Permanent Director on the Board of Directors, then the currently serving Permanent Board Representative of that Permanent Promoter entity shall be deemed to have been automatically selected by that Permanent Promoter entity to serve another two (2) period as a Permanent Director on the Board of Directors, subject, however, to: (i) the Corporation’s Secretary receipt of written notice from the Permanent Promoter entity with the name of a replacement Permanent Board Representative to serve as such Permanent Director; (ii) a vacancy as contemplated by Section 5.5 herein; or (iii) removal as contemplated by Section 5.5 herein.

5.3.5 Affiliates; Consolidation. For purposes of these Bylaws, a Permanent Promoter and its Affiliates shall be deemed to be one (1) Permanent Promoter. If two (2) or more Permanent Promoter entities are merged or if a Permanent Promoter entity is acquired by another Permanent Promoter entity, the resulting or acquiring Permanent Promoter entity shall designate which of the Permanent Directors is to remain on the Board and the term of office of the other Permanent Director(s) will cease from the Board immediately upon the closing of the acquisition or merger.

5.4 At-Large Directors.

5.4.1 At-Large Directors. Subject to the size limitations of the Board of Directors set forth in Section 5.2, up to three (3) additional Directors may be elected by a vote of the Contributors, as more fully sets forth in this Section 5.4 (hereinafter referred to as the “**At-Large Director(s)**”). Subject to any contrary provisions in these Bylaws, the At-Large Directors shall have full and complete voting rights and privileges as a Director.

5.4.2 Nomination and Election of At-Large Directors.

- (i) The Board of Directors, or a committee of the Board of Directors, may call for nominations from the Contributors for individuals to run for up to three (3) At-Large Director positions. A Contributor may only nominate one (1) person for each open At-Large Director position (hereinafter, the person nominated by the Contributor shall be referred to as its “**Board Nominee**”).
- (ii) At an annual meeting of the Contributors or at a special meeting called for such purpose (hereinafter referred to as the “**Contributor’s Election Meeting**”), each Contributor shall be entitled to vote for each open At-Large Director position without aggregated voting pursuant to following conditions:
 - (a) The presence of five (5) Contributors at the Contributor’s Election Meeting shall constitute a quorum for the election of the At-Large Directors;
 - (b) At-Large Directors shall be elected by a mere majority of the votes cast by the Contributors present at a Contributor’s Election Meeting at which a quorum is present;
 - (c) If there is an insufficient quorum at the Contributor’s Election Meeting, or, even if there is a quorum but the Contributors present at the Contributor’s Election Meeting cannot elect a particular At-Large Director at such meeting for any reason, then the Board of Directors has the right to vote (pursuant to Section 5.7.8) to elect the At-Large Directors from the applicable list of Board Nominees.
- (iii) Subject to any requirements of the DGCL, the Board of Directors shall have the right to establish the notice requirements and any other procedures for all Contributor’s Election Meetings and any other meetings of the Contributors (if any).

5.4.3 Conditions on Taking Office as an At-Large Director, Terms for At-Large Directors, and Re-election.

The term of office for the At-Large Directors shall be two (2) years and such term of office shall run from the date determined by the Board of Directors; subject, however, to the following conditions:

- (i) If a Contributor’s Board Nominee is elected as an At-Large Director, the Contributor is required to pay the full Member fee of the At-Large Promoters within sixty (60) days after the election of its Board Nominee (the “**Member Fee Payment Date**”). If the Contributor fails to make this full payment by the Member Fee Payment Date, then its applicable Board Nominee / At-Large Director will automatically (as of that Member Fee Payment Date) be deemed to not qualify as an At-Large Director and have been removed from the Board of Directors.
- (ii) If an At-Large Promoter does not pay its full Member fees when due pursuant to these Bylaws or any CCIX Policies or the At-Large Promoter withdraws from or is otherwise removed from its position as an At-Large Promoter, then its applicable Board Nominee/At-Large Director will automatically, as of the above date, be deemed to not qualify as an At-Large Director and have been removed from the Board of Directors.
- (iii) At the expiration of a particular At-Large Director’s two (2) year term, the following shall apply with regard to the filling that expiring At-Large Director’s position:
 - (a) each such At-Large Director position shall come up for re-election pursuant to the call for nominations and the election procedures set forth in the above provisions of this Section 5.4; and
 - (b) in the event a particular At-Large Director position is not filled by the expiration of its applicable two (2) year term, then such position will be deemed to be vacant as of the expiration of that two (2) year term and will be deemed to be an Open At-Large Director Position under, and shall be re-filled in accordance with, Section 5.5.1(4) of these Bylaws.

5.5 Vacancies; Resignations; Removal By Board.

5.5.1 Vacancies; Resignations.

- (1) Vacancies on the Board of Directors shall exist:
 - (i) whenever an individual Director resigns from the Board of Directors;
 - (ii) upon any Removal of a Director by the Board of Directors pursuant to Section 5.5.2 of these Bylaws;
 - (iv) with regard to Permanent Directors: (a) whenever the Permanent Promoter entity that selected the applicable Permanent Director withdraws from its status as a Permanent Promoter or has its status as a Permanent Promoter terminated for any reason whatsoever; or (b) wherever a Permanent Director is removed from office by the Permanent Promoter entity that selected such person to serve as such Permanent Director; or
 - (iv) with regard to At-Large Directors, whenever the At-Large Promoter entity that nominated the applicable At-Large Director withdraws from its status as an At-Large Promoter or has its status as an At-Large Promoter terminated for any reason whatsoever.
- (2) Any Director may resign effective upon giving written notice to the President, the Secretary, 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 Delaware.
- (3) In the event of the resignation, termination or removal of a Permanent Director, and subject to the procedures and terms of Section 5.3 of these Bylaws, the Permanent Promoter entity that selected that resigning, terminated or removed Permanent Director shall replace that Permanent Director with another Permanent Board Representative by providing the Secretary or President with written notice of the same within thirty (30) days after the effective date of the Director's resignation, expiration, termination or removal. Such position shall be deemed to be vacant unless and until that particular Permanent Promoter entity actually selects a replacement Permanent Director in accordance with the procedure set forth in Section 5.3 of these Bylaws. The Board of Directors may not otherwise fill a vacancy of a Permanent Director existing under this section.
- (4) In the event of the resignation, termination or removal (including without limitation any removal pursuant to Section 5.4 of these Bylaws) of an At-Large Director or any other vacancy of an At-Large Director position for any reason (hereinafter, an "**Open At-Large Director Position**"), and subject to the size limitations of the Board of Directors set forth in Section 5.2, the Board of Directors may call a meeting of the Contributors to nominate and then elect a new At-Large Director to fill the Open At-Large Director Position pursuant to Section 5.4 of these Bylaws. The quorum requirements, voting requirements, and other procedures for the election of this Open At-Large Director Position shall be in accordance with the procedures for electing the At-Large Directors as set forth in Section 5.4 above.

5.5.2 Board of Directors' Removal of a Director.

A Director may be removed from the Board of Directors by a vote of the Directors pursuant to Section 5.7.8 if that Director has failed to attend fifty percent (50%) of the Board of Directors meetings over a twelve (12) month period, provided that the Chairman of the Board or the President can request that the above referenced number of Board meetings or period of time be extended for a particular Director. Upon any such vote by the Board of Directors, that Director's office shall be deemed to be vacant and: (i) with regard to a removed Permanent Director, that Permanent Director's position shall only be replaced by the applicable Permanent Promoter entity that initially selected the removed Permanent Director (as contemplated by Section 5.3 above); and (ii) with regard to a removed At-Large Director, that At-Large Director's position shall be deemed to be an Open At-Large Director Position under, and shall be re-filled in accordance with, Section 5.5.1(4) above.

5.6 Chairman of the Board.

The Chairman of the Board presides at all meetings of the Board of Directors, and is a voting member of the Board. The Chairman may also serve as President of the Corporation and have such other powers and duties as may be designated from time to time by the Board of Directors. The Chairman may be appointed from time to time by the Board of Directors pursuant to the vote required by Section 5.7.8. Any Director is eligible to serve as Chairman of the Board. Any removal of a Director from the Chairman position does not limit the

Director's rights as a member of the Board of Directors. The Chairman of the Board shall be an officer of the Corporation under Section 7 of these Bylaws and, thus, is subject to the two (2) year term of office set forth in Section 7.2 of these Bylaws.

5.7 Meetings.

5.7.1 Regular Meetings.

A regular meeting of the Board of Directors may be held prior to the annual meeting of the Corporation, either within or without the State of Delaware. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Delaware, for the holding of additional regular meetings.

5.7.2 Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of any Director or the President of the Corporation, or by the persons authorized under the DGCL to call Special Meetings of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Delaware, as the place for holding any special meeting of the Board of Directors called by them.

5.7.3 Notice for Special Meetings.

Notice shall be given to each Director of the date, time and place of any special meeting of the Board of Directors. Such notice shall be given at least 24 hours prior to the meeting by any means provided by law, including communication in person, or by other methods of delivery including, without limitation, by telephone or by voice mail, or other electronic transmission. If notice to the Director is written notice, it is effective:

- (a) Only with regard to notice that is deposited in the United States mail no less than ten (10) days prior to the meeting and only if sent to an address in the United States, upon such deposit in the United States mail addressed to the Director at the Director's business address in the United States, with postage thereon prepaid; or
- (b) When electronically transmitted to the Director in a manner authorized by the Director. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.7.4 Consent to Meetings.

The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum is present and if either before or after the meeting each Director not present (i) signs a written waiver of notice, or (ii) signs a consent to the holding of such meeting, or (iii) approves the minutes thereof. Each Director who attends the meeting without protesting, prior thereto or at its commencement shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

5.7.5 Action without Meeting.

To the fullest extent permitted by the DGCL, any action that is required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing or by electronic transmission setting forth the action so taken shall be signed by all of the Directors entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier or later time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the Directors, shall be filed with the minutes of the corporation.

5.7.6 Conducting Meetings of Board of Directors by Telephone Conference or Similar Communications Equipment.

To the fullest extent permitted by the DGCL, Directors on the Board of Directors may hold a meeting of the Board of Directors by conference telephone, videoconference, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting.

5.7.7 Quorum.

Except as may be otherwise explicitly set forth in the table in Section 5.7.8 (ii) below, a majority of all Directors in office shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided

5.7.8 Voting and Action of Board of Directors.

- (i) The act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a different number is provided by law, the Certificate of Incorporation, or by these Bylaws.
- (ii) The table below sets forth specific acts or decisions and the number of affirmative votes required for the decision to be regarded as an act of the Board of Directors at a meeting at which a quorum is present:

Matter to be Voted On	Number of Affirmative Votes Required
Amendment to Certificate of Incorporation; Amendment to these Bylaws; Change the Corporation's Purpose; Dissolution, or Merger of the Corporation.	75% of all Directors in office
Approving a Permanent Promoter pursuant to Section 4.4.2.	75% of all Directors in office
Electing an At-Large Director pursuant to Section 5.4.2.	75% of all Directors in office
Removing any Director pursuant to Section 5.5.2.	75% of all Directors in office
Approving any Final Specifications	75% of all Directors in office

5.7.9 Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

5.7.10 Conduct of Meetings.

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

5.8 Subcommittees of Board of Directors.**5.8.1 Board Subcommittees.**

The Board of Directors may: (i) create, charter and dissolve one (1) or more subcommittees of the Board of Directors ("**Board Subcommittees**"); (ii) create a policy ("**Board Subcommittee Procedures**") which governs the formation, general functions of, election of Directors to, dissolution, and other administration of, these Board Subcommittees; and (iii) amend or dissolve the Board Subcommittee Procedures. In addition to the all of the other requirements set forth in the Board Subcommittee Policy, each Board Subcommittee must have at least two (2) Director..

5.8.2 Certain Actions Cannot Be Taken By Board Subcommittees.

Notwithstanding Section 5.8.1 or any contrary provision in a Board Subcommittee Procedures, Board Subcommittees shall not have the authority to vote on any of the following, all of which require the vote of the full Board of Directors pursuant to Section 5.7.8 above: (i) amendments to the Certificate of Incorporation; (ii) amendments to these Bylaws; (iii) the dissolution of the Corporation; or (iv) any other action which requires the vote of the full Board of Directors pursuant to the DGCL.

5.9 Compensation.

Directors shall serve without compensation by the Corporation.

5.10 Standard of Conduct.

A Director shall perform the duties of a Director, including duties as a member of any committee of the Board of Directors upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented: or
- (b) Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board of Directors upon which the Director does not serve, as to matters within the committee's designated authority, which committee the Director believes to merit confidence; provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

5.11 Self-Dealing Transactions.

As used in this section, a "self-dealing transaction" is any contract or transaction (i) between the Corporation and one (1) or more of its Directors, or between the Corporation and any corporation, firm or association in which one (1) or more of the Directors or, to the best of each respective Director's knowledge at the time the contract or transaction is proposed, or thereafter, one (1) or more Members is employed or has a material financial interest, or (ii) between the Corporation and a corporation, firm or association of which one (1) or more of its directors or employees or consultants are Directors of the Corporation (collectively, "**Interested Director(s)**"). Pursuant to the DGCL, no self-dealing contract shall be void or voidable because such Interested Director(s) or corporation, firm or association is a party or because such Interested Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

- (a) Board of Directors or Committee Approval. The material facts as to the Interested Director's relationship or interest and as to the self-dealing contract are disclosed or are known to the Board of Directors or committee, and the Board of Directors or committee in good faith authorizes the self-dealing contract by the affirmative votes of two-thirds (2/3) of the disinterested Directors in office, even though the disinterested Directors be less than a quorum; or
- (b) The self-dealing contract is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or committee thereof.

5.12 Advances for Expenses.

To the extent a Director or officer of the Corporation, or other third party acting on behalf of the Corporation, is a party to an action, suit or proceeding as a result of such Director's, officer's or third party's service to the Corporation, the Corporation shall pay for or reimburse the reasonable expenses incurred by such Director, officer, or third party in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by the DGCL, as it exists on the date hereof or is hereafter amended.

6. WORK GROUPS

6.1 Work Groups.

The Corporation shall have such technical groups or other work groups (“**Work Group(s)**”) as may from time to time be created in accordance with the procedures of the Work Group Policy as set forth in Section 6.2 herein. The formation, governance and dissolution of all Work Groups are subject to the terms and conditions of the Work Group Policy.

6.2 Work Group Policy.

The Board of Directors may: (i) create a policy (“**Work Group Policy**” or “**Work Group Policies**”) which will govern the formation, general functions of, election of members to, dissolution, and other administration of one (1) or more Work Groups; and (ii) amend or dissolve the Work Group Policy.

7. OFFICERS

7.1 Officers.

The required officers of the Corporation shall be a President and Secretary. The Corporation may have a Vice President, Treasurer, Chairman of the Board, and such other officers with such titles as may be determined from time to time by the Board of Directors. All officers shall be an employee of a Member, provided, however, the Secretary does not have to be an employee of a Member. One (1) person may hold two (2) or more offices except no single individual may authorize an act of the Corporation that requires the approval of two or more officers.

7.2 Election.

The officers of the Corporation shall be elected by the Board of Directors in accordance with Section 5.7.8, and each officer shall hold his or her office for a term of two (2) years, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified. The Incorporator shall designate an interim President and Secretary who will serve until the Board of Directors holds an election or before the first annual meeting, whichever comes first.

7.3 Removal and Resignation.

7.3.1 Removal.

Any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting (subject to the rights, if any, of an officer under any contract of employment).

7.3.2 Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, or to any officer of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Corporation under any contract to which the officer is a party.

7.4 Vacancies.

A vacancy in any officer position because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such officer position.

7.5 President.

The President may serve as both the Chairman of the Board of Directors and the President of the Corporation. Subject to the control of the Board of Directors, the President shall have general supervision, direction and control of the business and affairs of this Corporation. The President may execute on behalf of the corporation and, when required, upon approval and at the direction of the Board of Directors, all contracts, agreements, and other instruments. The President shall have such other powers and duties as may be designated from time to time by the Board of Directors.

7.6 **Secretary.**

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the records of the Corporation, and shall deliver the annual Statement required in these Bylaws to the Board of Directors. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors.

7.7 Vice President. At the discretion of the Board of Directors, the Corporation may have a Vice President. In the absence of the President or in the event of the President's death or inability to act, the Vice President (if such position has been filled by the Board of Directors at that time) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall have such other powers and duties as may be designated from time to time by the Board of Directors.

7.8 Treasurer. At the discretion of the Board of Directors, the Corporation may have a Treasurer. The Treasurer shall have overall responsibility for all corporate funds, and shall perform, or cause to be performed, the following: (a) keeping of full and accurate accounts of all financial records of the Corporation; (b) deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors; (c) disbursement of all funds when proper to do so; and (d) making financial reports as to the financial condition of the Corporation to the Board of Directors. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors

8. **BOARD OF DIRECTOR'S ADOPTION OF ADDITIONAL POLICIES**

8.1 **Adoption of Policies.**

In addition to any other policies or procedures set forth in these Bylaws, the Board of Directors, by resolution, may from time to time or at any time create any additional policies or procedures which shall govern the Members or any other operation or administration of the Corporation, and may also amend or dissolve any of the foregoing policies or procedures, including without limitation the following: (a) any policy or policies governing any proprietary rights or intellectual property rights ("**IPR Policy**"); or (b) any antitrust policies, procedures or guidelines (collectively, the "**Antitrust Policy**").

8.2 **Meaning of CCIX Policies.**

For purposes of these Bylaws, the term "**CCIX Policy**" or "**CCIX Policies**" means any and all policies or procedures adopted by the Corporation including without limitation (i) any Participation Policies as contemplated by Section 4 of these Bylaws; (ii) any Work Group Policies as contemplated by Section 6 of these Bylaws; (iii) any IPR Policy; (iv) any Antitrust Policy; or (v) any other policies or procedures adopted by the Board of Directors as contemplated by this Section 8.

8.3 **Process for Board Adoption of Policies.**

Any CCIX Policies may be approved, and existing CCIX Policies may be amended or dissolved, by a vote of the Board of Directors pursuant to Section 5.7.8 of these Bylaws. All CCIX Policies shall be effective as of the date set forth therein and shall be applicable to all then-existing Members and all pending Applicants.

9. **CONFIDENTIAL INFORMATION**

9.1 **Definitions.**

For purposes of these Bylaws, the following additional terms shall have the following meanings:

- (i) "**CCIX Confidential Information**" means, subject to Section 9.2(iii) below: (a) any and all minutes, notes or any other documents produced during meetings of the Board of Directors or any CCIX committee (including, but not limited to, any Work Group); or (b) any other information or material marked or otherwise designated by the Board of Directors or Secretary of the Corporation or, with regard to information or material of any CCIX committee (including, but not limited to, any Work Group), by the chairperson of that CCIX committee or Work Group
- (ii) "**Permitted Release Date**" means (a) with regard to minutes or notes or other documents from the meetings of the Board of Directors, the date that the Board of Directors has voted to publicly release the applicable document without any duty of confidentiality; or (b) with regard to minutes or notes or other documents of meetings of any CCIX committee (including, but not limited to, any Work Group), the date that the chairperson of that committee or Work Group has elected to publicly release the applicable document without any duty of confidentiality.

9.2 General Duty of Confidentiality.

- (i) Except as specified in Section 9.2(ii) herein, each Member will: (a) maintain all versions and revisions of each CCIX Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances; and (b) will not use, disclose or copy the CCIX Confidential Information except: (1) as necessary for its employees or authorized contractors (on a need to know basis) to assist the Member with its Participation as a Member of the Corporation provided such employees or authorized contractor have agreed to confidentiality provisions as least as restrictive as this Section 9 of these Bylaws; (2) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (3) during the course of litigation, so long as the Corporation is notified of such disclosure and the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; (4) in confidence to its legal counsel, accountants, banks or financing sources and their advisors solely in connection with complying with financial transactions; (5) in confidence to its legal counsel in connection with providing any other legal advice associated with Member's Participation in the Corporation; or (6) with the prior written consent of the Corporation.
- (ii) After the Permitted Release Date, the restrictions set forth in Section 9.2(i) shall no longer apply to the applicable CCIX Confidential Information unless the Board of Directors provides otherwise.
- (iii) Notwithstanding any provision in these Bylaws that may be interpreted to the contrary, if there is any conflict between these Bylaws and the IPR Policy regarding a Member's duty of confidentiality with regard to any applicable CCIX Confidential Information then the provisions of the IPR Policy shall govern that applicable item. For the avoidance of doubt, to the extent any CCIX Confidential Information is "Confidential Material" as such term is defined in IPR Policy, then such item shall be governed by Section 5.5 of the IPR Policy.

10. MISCELLANEOUS

10.1 Fiscal Year.

The fiscal year of the Corporation shall start on January 1 and end on December 31 of each year.

10.2 Inspection of Corporate Records.

The books of account and minutes of the proceedings of the Board of Directors, and of any committees of the Board of Directors, shall be open to inspection at the principal office of the Corporation by each Member at any reasonable time upon the written demand of any Member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Member's expense.

10.3 Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned by or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

10.4 Execution of Contracts.

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

10.5 Corporate Loans, Guarantees and Advances.

The Corporation shall not make any advances or make any loan of money or property to or guarantee the obligation of any Director or officer, except as is expressly allowed under the DGCL and the Code.

10.6 Public Inspection and Disclosure.

The Corporation shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. In addition, in the

event that the Corporation provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the Corporation.

10.7 Political Activities.

The Corporation shall not make any political expenditure or lobbying expenditure, which will result in the loss of, or otherwise adversely affect, its status as a tax exempt organization under the United States Internal Revenue Code. No substantial part of the Corporation's activities shall consist of attempting to influence legislation by propaganda or otherwise (except as provided in Section 501(h) of the Code, or any successor Section that may be hereafter enacted, if the benefits of that Section are elected) or participating directly or indirectly in, or intervening in, any political campaign on behalf of, or in opposition to, any candidate for public office..

10.8 Communication Policies.

The Corporation may make, subject to any oversight by the Board of Directors (if any), a press or other public announcement regarding any subject germane to its purposes, including without limitation identifying a Member as a Member in the Corporation provided that prior written consent is received from the particular Member before naming that Member in the applicable press release or public announcement. No Member may make a press or other public announcement which names the identities of any other Member or regarding the activities of that other Member within the Corporation unless prior written consent is received from the applicable Member named in the press release or public announcement.

10.9 Waiver of Warranties.

ALL DRAFT SPECIFICATIONS, FINAL SPECIFICATIONS, OTHER CONTENT, OTHER MATERIAL, OR ANY OTHER DELIVERABLES OF THE CORPORATION, AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN (COLLECTIVELY, "**CCIX CONTENT**"), AND ANY CONTRIBUTIONS TO ANY SUCH CCIX CONTENT MADE BY ANY MEMBERS OR ANY EMPLOYEES OR AGENT OF THE CORPORATION 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.

10.10 Limitation of Liability.

IN NO EVENT SHALL THE CORPORATION BE LIABLE TO THE MEMBERS, OR THE 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, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES EACH OTHER PARTY AND ALL OF SUCH OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.

10.11 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 Jose, California USA 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. Any costs or fees shall be split equally.

11. EFFECTIVE DATE AND AMENDMENTS

11.1 Effective Date.

These Bylaws shall become effective immediately upon their adoption by the Board of Directors.

11.2 Amendments.

These Bylaws may be altered, amended or repealed, or new Bylaws may be approved, only by a vote of the Directors pursuant to Section 5.7.8(ii) and effective as of the date the Board of Directors vote.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the Secretary of CCIX Consortium, Inc. (the “Corporation”); and
2. That the foregoing Bylaws constitute the Bylaws of the Corporation adopted by the Board of Directors on February 27, 2017.

DATED AS OF: February 27, 2017.

DocuSigned by:
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