

AMENDED AND RESTATED BY-LAWS OF
SALUTATION CONSORTIUM, INC.

ARTICLE I

NAME, PURPOSE, DEFINITION AND OFFICES

Section 1.1 Name and Status.

This organization shall be known as "SALUTATION CONSORTIUM, INC." (sometimes referred to below as the "Consortium").

Section 1.2 Purpose.

The purpose of the Consortium is to promote interoperability among devices, applications and services, across paper management, telephony, and computing domains. The Consortium supports the goal of accessing information through interconnection of heterogeneous information appliances, independent of network and application providers, with a goal of achieving an exchange of information anytime, anywhere. More specifically, the Consortium will focus on the definition and exchange of information detailing the capabilities of devices, applications and services. The Consortium provides an open forum for discussion of topics related to its purpose.

Section 1.3 Scope.

The scope of the Consortium is the exchange of capability information among multiple classes of devices, applications and services. This capability information represents abstractions of functional and physical characteristics of the devices, applications and services. A user of this capability information may interoperate with other users such that:

- (a) the type and format of information may be selected, accessed, modified and otherwise shared between users in a manner that might not otherwise be possible, and
- (b) the resources and investments necessary to support interoperation might be reduced.

Within this scope, the Consortium and its Members may:

- (i) Identify, support and, as necessary, work to enhance existing standards that support the purpose of the Consortium;
- (ii) Create, as necessary, specifications defining Salutation protocols and Application Programmable Interfaces which provide a common method of determining and accessing the capabilities of interoperating devices, applications and services;

(iii) Create a reference model for Salutation interchange by providing reference/sample code, on an "as-is" basis, for the architectures and standards supported by the Consortium;

(iv) Promote the Consortium work as the basis for de facto and international standards;

(v) Promote interoperability and any associated architectures and standards through techniques such as publications, demonstrations, and seminars;

(vi) Encourage cooperative interoperability testing of Salutation users. As necessary, define a Salutation certification process; and

(vii) Engage in such other activities as may from time to time be consistent with the Consortium's purpose.

Section 1.4 Place of Business.

The principal office of the Consortium shall initially be located in Roanoke, Texas. The Board of Directors may change the principal office and may establish branch or subordinate offices.

Section 1.5 Nonprofit Status.

(a) The Consortium is organized and shall be operated as a not-for-profit membership corporation organized under Delaware law.

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

Section 1.6 Definitions.

"Anniversary Date" means: The date on which a Member joins the Consortium in accordance with Section 2.1 of these By- Laws.

"Geographies" means: A subdivision of the Membership by the following geographic areas: Asia/Pacific, the Americas, and Europe/Africa.

"Licensed Work" means: Any code, documentation and other materials provided by any Member for the preparation of Salutation Specifications.

"Related Company" means:

(a) Any corporation the majority of whose voting or issued shares is owned or controlled by a Member, either directly or indirectly.

(b) Any corporation which owns or controls, either directly or indirectly, the majority of the voting or issued shares of a Member.

(c) Any corporation the majority of the voting or issued shares is owned or controlled by a Related Company as defined in the previous paragraph (b).

"Salutation" means: The interoperation of devices, applications, and services to allow information access, manipulation and other forms of information sharing in a manner which can take advantage of the capabilities of the devices, applications and services.

"Salutation Application Programming Interface" means: The computer language interface which may be implemented to access Salutation Protocols.

"Salutation Protocols" means: The progression of commands and responses that flow between devices, applications and services to access and control the capabilities of interoperable devices.

"Salutation User" means: Any entity who implements the Salutation Specifications in part or in whole.

"Specifications" means: Documentation that provides technical descriptions concerning the manner in which selected functional components of Salutation users may interoperate and any sample implementations and derivative works of the foregoing.

"Technology" means: Specifications, guidelines and any other technology, publications or assets of the Consortium.

ARTICLE II

MEMBERS

Section 2.1 General Conditions of Membership.

A Member shall be admitted to Membership by (a) acceptance of its written application on such form as may be from time to time required by the Consortium, and (b) payment of such initiation fees and annual dues for such class of Membership as may from time to time be established by the Board of Directors subject to the provisions of Section 2.6 of these By-Laws. A Member shall remain in good standing as a Member, provided all initiation fees, subsequent dues, assessments, and fees, together with such penalties for late payment as may be determined by the Board of Directors, have been paid within the period set by the Board of Directors and the Member continues to meet all of the other requirements of Membership.

2.1.1 Representations and Warranties.

Each Member represents and warrants to each of the other Members and the Consortium that:

(a) any and all materials that the Member may provide to the Consortium will be original;

(b) no portion of any materials that the Member may provide to the Consortium will violate any copyright of any third party; and

(c) the Member has and will maintain agreements with its employees, regarding intellectual property, sufficient to meet its obligations as a Member of the Consortium.

2.1.2 Limitations of Liabilities.

Except for claims arising from a Member's breach of warranty under Section 2.1.1 above, (a) no Member shall be liable hereunder to any other Member or the Consortium for indirect, incidental or economic consequential damages (including, but not limited to, lost profits, lost revenues, loss of data, and/or loss of anticipated savings) resulting from these By-Laws, the Specifications, or a Member's participation hereunder, even if such Member has been informed of the possibility of such damages; (b) no Member hereto warrants or assumes any liabilities in connection with the accomplishment or completion of any project activities or that any materials provided will be error free; and (c) no Member or the Consortium will bring a cause of action against another Member or the Consortium, as applicable, arising under these By-Laws more than two (2) years after the cause of action arose.

With respect to claims arising from a Member's breach of warranty under Section 2.1.1 above, the breaching Member's liability to any other Member or the Consortium (the "damaged party") is limited to damages finally awarded by a court against, or paid in settlement by, the damaged party and reasonable costs incurred by the damaged party in defending the claim. Upon receipt of any claim, demand or lawsuit relating to the

Specifications or implementation thereof, the receiving Member will promptly notify all other Members and the Consortium in writing of the nature of the claim and will allow the breaching Member to control the defense of the claim including any related settlement negotiations.

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 2.1.1 ABOVE, ANY MATERIALS PROVIDED BY A MEMBER ARE PROVIDED TO THE CONSORTIUM HEREUNDER ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 2.2 Classes of Members.

The Consortium shall have several classes of Membership: Core Members, General Members, Honorary Members, Individual Members and Academic Members. Core Members and General Members have the right to vote for Directors of the Consortium, but only Core Members have the right to vote on other matters to which Members of the Consortium may be entitled to vote by law, these By-Laws or the Certificate of Incorporation. Core Members and General Members who are entitled to vote on a particular subject shall be referred to as "Voting Members". All Voting and nonvoting Memberships in the Consortium shall be collectively referred to as "Memberships", and a person or entity holding Membership is referred to as a "Member".

2.2.1 Core Member Eligibility and Rights.

There shall be two subclasses of Core Members: "Founding Core Members" and all other Core Members. Founding Core Membership and Core Membership are open to each legal entity that joins the Consortium as a Core Member, agrees to regular participation in the work of the Consortium committees, and pays the Core Member fees from time to time established by the Board of Directors. Founding Core Members and Core Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed. The Founding Core Members and Core Members may have access to other Consortium services at a special rate as set forth from time to time by the Board of Directors. Core Members will not be charged for access to any Consortium Technology, and will be offered special rates consistent with this class of membership for Consortium sponsored promotion and educational events.

A Founding Core Member is an entity that a) became a Core Member within sixty (60) days after the date of incorporation of the Consortium and b) committed to remain a Core Member (or in the case of withdrawal, termination or suspension of Membership, to pay the Membership fees) for not less than three (3) years .

Each Founding Core Member and Core Member shall have voting rights relating to the election of the Board of Directors in accordance with Section 4.3, and the right to appoint a voting representative to the Technical, Operations and Public Relations Committees and each other Committee of the Consortium (other than Committees of the Board), and to each work group or other subgroup of a Committee. The Founding Core Member and Core Members shall have the other voting privileges set forth in Section 4.3 and Article V.

2.2.2 General Member Eligibility and Rights.

General Members shall have certain voting privileges as set forth in Section 4.3. General Members shall have the right to attend meetings of the Technical, Operations and Public Relations Committees and work groups and other subgroups of the Board of Directors and the Technical, Operations and Public Relations Committees in a non-voting capacity. General Membership is open to each legal entity that joins the Consortium as a General Member and pays the General Member fees from time to time established by the Board of Directors. General Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed. The General Members may have access to other Consortium services at a special rate as set forth from time to time by the Board of Directors. General Members will not be charged for access to any Consortium Technology. General Members will be offered special rates consistent with this class of membership for Consortium sponsored promotion and educational events.

2.2.3 Honorary Member Eligibility and Rights.

Honorary Members shall have no voting privileges. Honorary Members shall have the right to attend meetings of the Technical, Operations and Public Relations Committees and work groups and other subgroups of the Board of Directors and the Technical, Operations and Public Relations Committees in a non-voting capacity. Honorary Membership is open to other consortia, standards bodies, or Special Interest Groups that joins the Consortium as a Honorary Member, and pay the Honorary Member fees from time to time established by the Board of Directors, and exchanges membership with the Consortium. Honorary Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed. Honorary Members may have access to other Consortium services at a special rate as set forth from time to time by the Board of Directors. Honorary Members will not be charged for access to any Consortium Technology. Honorary Members will be offered special rates consistent with this class of membership for Consortium sponsored promotion and educational events.

2.2.4 Individual Member Eligibility and Rights.

Individual Members shall have no voting rights, but may otherwise attend and participate in activities of the Technical Committee only. Individual Membership is open to individuals within the consultants or other consortia that join the Consortium as an Individual Member and pay the Individual Member fees from time to time established by the Board of Directors. Individual Membership requires sponsorship by a Founding Core Member, Core Member or General Member to assure security of technical information. Individual Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed at an additional fee to be set from time to time by the Board of Directors. Individual Members will not be charged for access to any Consortium Technology. Individual Members will not be included in marketing and promotional materials and Individual Members may not participate in Consortium demonstrations or other industry events such as trade shows, conferences and exhibitions.

2.2.5 Academic Member Eligibility and Rights.

Academic Members shall have no voting rights, but may otherwise attend and participate in activities of the Technical Committee only. Academic Membership is open to individuals within the academic community that join the Consortium as an Academic Member and pay the Academic Member fees from time to time established by the Board of Directors. Academic Membership does not require sponsorship from another Consortium Member. Academic Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed. Academic Members will not be charged for access to any Consortium Technology. Academic Members may be included in Consortium marketing and promotional materials and Academic Members may participate in Consortium demonstrations or other industry events such as trade shows, conferences and exhibitions.

Section 2.3 Withdrawal from Membership.

Members may withdraw from Consortium Membership at any time upon thirty (30) days' prior written notice to the President of the Consortium. However, any initial fees, annual dues, assessments, other fees and/or penalties already paid shall not be refundable in such event.

Section 2.4 Termination of Membership.

2.4.1 Non-Payment of Membership Fee.

If a Member does not pay the applicable annual fee within sixty (60) days of the Member's Anniversary Date, the Member's Membership shall be terminated, without refund of any prior amounts paid, and the Consortium shall notify the other Members.

2.4.2 Termination or Suspension of Membership.

Except as provided in Section 2.4.1 above, no Member in good standing may have his, her or its Membership terminated or suspended except by a vote of a two-thirds majority of the Board of Directors if the Board of Directors determines in its sole judgment, that such Member is not acting in the best interests of the Consortium. No termination or suspension of Membership shall be effective unless:

- (a) The Member is given notice of the proposed termination or suspension of Membership, the condition of the termination or suspension (duration, loss of rights, etc.), and of the reasons therefor;
- (b) Such notice is delivered personally or by first class or certified mail, return receipt requested, sent to the last address of the Member shown on the Consortium's records;
- (c) Such notice is given at least thirty (30) days prior to the effective date of the proposed termination or suspension of Membership; and
- (d) Such notice sets forth a procedure determined by the Board of Directors to decide whether or not the proposed termination or suspension shall take place, and whereby

the Member is given the opportunity to appear before and be heard by the Board of Directors not less than five (5) days before the effective date of the proposed termination or suspension.

Section 2.5 Effect of Withdrawal or Termination of Membership.

Upon any withdrawal or termination of Membership, the withdrawing or terminated Member's voting rights shall be terminated and such withdrawing or terminated Member shall not be liable for any payments assessed or decisions made after the date of withdrawal or termination, as the case may be. Any licenses (including sub-licensing rights) to intellectual property made available by the Consortium and releases of such items distributed prior to the time of withdrawal or termination of such Member shall remain licensed to such Member pursuant to the terms of these By-Laws, provided such Member pays any and all financial obligations assessed prior to the date of withdrawal or termination, as the case may be, based on Consortium activities. Any such license rights retained by a withdrawing or terminated Member will only apply to versions of the Specifications made available to such Member prior to the date of withdrawal or termination, as the case may be; no rights are granted to version(s) created after the date of such withdrawal or termination. The Consortium shall not be obligated to return, or to cease using or distributing, any goods or intellectual property provided by a Member which has withdrawn or whose Membership has been terminated. All provisions of these By-Laws relating to antitrust, intellectual property, publicity, and use of names shall survive any withdrawal or termination by a Member as to such Member; provided, however, that the obligation to grant licenses pursuant to Section 13.4.1 shall apply only to Licensable Patents (as defined in Section 13.4.1) that 1) cover patentable technology ("Licensable Patent Technology") Known (as defined below) to the Board of Directors prior to the owning Member's submission of a written notice of withdrawal or termination of Membership notwithstanding Section 2.3 hereof; and 2) have effective filing dates or priority dates prior to eighteen (18) months after such Member's withdrawal or termination of Membership. Licensable Patent Technology becomes "Known" upon the earlier of a) thirty (30) days after the Licensable Patent Technology is known by the Board of Directors through the presentation of, or availability of meeting minutes on, Technical Committee activities identifying the Licensable Patent Technology or b) the adoption by the Board of Directors of any Specification identifying the Licensable Patent Technology.

Section 2.6 Membership Fees.

2.6.1 Assessment of Fees.

(a) The Consortium will operate on a not-for-profit basis. However, Membership fees and other fees and assessments may be levied by the Board of Directors to offset expenses. Membership fees will be assessed based on the Membership class. These fees will be used to support Consortium activities such as meeting expenses, promotion expenses, mailings and other document distributions. Any surplus of fees and other property collected over expenses will be carried over to the next fiscal year. Members are responsible for their own travel, lodging and meal expenses.

(b) A Member, upon learning of any increase in dues, or of any levy of any assessments or fees, may avoid liability therefor by resigning from Membership prior to the date such dues, assessments or fees are due and payable, except where the Member is, by

contract or otherwise, liable for such dues, assessments or fees; and provided further that the Board of Directors shall only levy such dues, assessments or fees as may be reasonably required to meet projected funding requirements of the Consortium. In no event shall the failure of a Member to pay any dues or assessments give rise to any claim in favor of the Consortium or any Member for indirect, consequential, incidental or punitive damages.

(c) Membership fees shall be assessed on a yearly basis. The first year's Membership fee shall be due and payable at the time of Membership application. Thereafter, the Membership fee for each Member shall become due on such Member's Anniversary Date in each subsequent year. Membership fees not received within sixty (60) days following the Anniversary Date will be cause for Membership termination as described in Section 2.4.1.

2.6.2 Core Member Fees.

The Core Member Fee shall be between \$4,000 and \$50,000 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities.

2.6.3 General Member Fees.

The General Member Fee shall be between \$1,000 and \$3,000 annually and shall be determined on an annual basis by the Board of Directors through the development of a proposed budget for Consortium activities.

2.6.4 Honorary Member Fees.

The Honorary Member Fee shall be between \$1,000 and \$3,000 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities. The President shall have the authority to wave the Honorary Membership Fee provided the Honorary Member exchanges a membership in their organization of equal value and status.

2.6.5 Individual Member Fees.

The Individual Member Fee shall be between \$300 and \$500 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities.

2.6.6 Academic Member Fees.

The Academic Member Fee shall be between \$300 and \$500 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities. The President shall have the authority to wave the Academic Membership Fee.

2.6.7 Member Fee Grants.

The President shall have the authority to wave a portion of membership fees, up to an amount equal to, but not to exceed, the current General Membership Fee as determined by the Board of Directors. The President may take this action in exchange for a contribution of some tangible value by the Member to the Consortium. Tangible value is defined as real (not intellectual) property that demonstrates an implementation of the Salutation Architecture, or provides a tool to aid in the implementation of the Architecture, and can be freely distributed by the Consortium. A Member shall be eligible for a Membership Fee Grant on a one-time-only basis.

Section 2.7 Membership Book.

The name and address of each Member shall be contained in a Membership Book to be maintained by the President at the principal office of the Consortium. Withdrawal or termination of any Membership shall be recorded in the book together with the date of such withdrawal or termination. Each Member shall be responsible for apprising the Consortium in writing of all changes to its respective name and address.

Section 2.8 Use of Names.

Neither the Consortium nor any Member shall use the name of the other(s) in any form of publicity without the written permission of the other, provided that any Member may disclose and publicize its own Membership in the Consortium, and the Consortium (unless requested in writing by any Member) may disclose and publicize the Membership of a Member in the Consortium. Notwithstanding any such written request by a Member, the Consortium may disclose the Membership of such a Member if required by law or any court of competent jurisdiction, or in order to make a United States filing under the National Cooperative Research and Production Act of 1993, if determined by the Board of Directors to be in the best interests of the Members of the Consortium generally.

Section 2.9 Additional Classes of Members.

The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed, and one or more additional classes of Membership in the Consortium may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be rescribed, by adoption of an amendment to these By-Laws pursuant to Article XII of the By-Laws, provided that any such amendment shall require the affirmative vote of two-thirds of the then-serving members of the Board of Directors.

Section 2.10 Subsidiaries, Etc.

(a) Any Related Company of a Member shall be entitled to the rights and privileges of such Member (and shall be subject to all of the restrictions applicable to such Member, including those set forth in Article XIII below), except that such Member and its Related Company (or Related Companies) shall only be entitled to one vote (as related to its class of Membership). However, a Related Company is free to separately join the Consortium at any class of membership and will enjoy all rights and privileges (including voting if applicable) of that class of membership regardless of the relationship to any other Member(s).

(b) If a Member is itself a consortium, membership organization, user group or other entity ("Entity") which has members or sponsors, then the rights and privileges granted to such Member shall extend only to the Entity itself, and not to its members or sponsors.

Section 2.11 Membership Exchange.

The President shall be permitted, in his or her discretion, to exchange memberships of the Consortium with other consortia, trade associations and similar non-profit organizations ("Consortia") on a no-fee or reduced-fee basis, where he or she believes that such cross membership is in the best interests of the Consortium and its Members; any such membership exchange shall not obligate any Member to individually participate in, or directly pay any fees to, any other Consortia.

ARTICLE III

MEETING OF MEMBERS

Section 3.1 Place of Meetings.

All meetings of the Members shall be held at such place within or without the State of Delaware and at such time as may be fixed from time to time by the Board of Directors or, in the absence of such a determination, by the President of the Consortium.

Section 3.2 Annual Meeting.

Annual meetings of Members shall be held on the second Tuesday in July each year (commencing in 1996) if not a legal holiday, and if a legal holiday, then on the second business day following, at 10:00 a.m., or at such other date and time as shall be designated from time to time by the Board of Directors, or the President, at which meeting the Voting Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting. If no annual meeting is held in accordance with the foregoing provision, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient, which meeting shall be designated a special meeting in lieu of annual meeting.

Section 3.3 Special Meetings.

Special meetings of the Members, for any purpose or purposes, may, unless otherwise prescribed by statute or by the Certificate of Incorporation, be called by the Board of Directors or the President, at the request in writing of a majority of the Board of Directors, or at the request in writing of Voting Members constituting at least thirty percent (30%) of all Voting Members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Section 3.4 Notice of Meetings.

Except as otherwise provided by law, written notice of each meeting of the Members, annual or special, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than thirty (30) days before the date of the meeting, to each Member entitled to attend such meeting.

Section 3.5 Voting List.

The President shall prepare and make, at least ten (10) days before every meeting of the Members, a complete list of the Voting Members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Voting Member. Such list shall be made available to any Voting Member who requests a copy of such list. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Voting Member who is present.

Section 3.6 Quorum.

A simple majority (one more than 50%) of the Voting Members, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Certificate of Incorporation or these By-Laws.

Section 3.7 Adjournments

Any meeting of Members may be adjourned from time to time to any other time and to any other place at which a meeting of Members may be held under these By-Laws, which time and place shall be announced at the meeting, by a majority of the Voting Members present in person or represented by proxy at the meeting and entitled to vote on any matter which might come before such meeting in compliance with law and these By-Laws, though less than a quorum, or, if no Voting Member is present or represented by proxy, by any officer entitled to preside at or to act as Secretary of such meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member.

Section 3.8 Action at Meetings.

Voting Members shall cast votes as (a) IN FAVOR, (b) NOT IN FAVOR, or (c) ABSTAIN. When a quorum is present at any meeting, the vote of a majority of the Voting Members present in person or represented by proxy and entitled to vote on the question, counting only those who vote IN FAVOR or NOT IN FAVOR, shall decide any question brought before such class of Voting Members at that meeting, unless the question is one upon which by express provision of law, the Certificate of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 3.9 Voting and Proxies.

Unless otherwise provided in the Certificate of Incorporation, each Voting Member shall at every meeting of the Members be entitled to one vote on matters upon which its class of Membership is entitled to vote. Each Voting Member entitled to vote at a meeting of Members, or to express consent or dissent to corporate action in writing without a meeting, may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after one year from its date.

Section 3.10 Action Without Meeting.

Any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be delivered to each Voting Member in hard copy form or by telecopy, and shall be approved and returned in writing by Voting Members making up not less than that

percentage of all Voting Members as would be necessary to authorize or take such action at a meeting at which all Voting Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those otherwise entitled to vote thereon who have not consented in writing. For purposes of this Section 3.10, the word "writing" shall be deemed to include electronic mail and any document manually executed and transmitted by telecopy or other electronic facsimile delivery method. Accordingly, any consent evidenced in the minute books of the Consortium by electronic mail, telecopy consents, or any combination of electronic mail, telecopy and original signed copies of such consent, shall be deemed to have been duly adopted under this Section.

Section 3.11 Order of Business.

The order of business at all meetings of Members shall be as determined by the presiding officer so designated by the Board of Directors, but the order of business to be followed at any meeting at which a quorum is present may be changed by a vote of the Voting Members. The Board of Directors may prescribe rules for meetings as are determined by the Board of Directors to be appropriate.

ARTICLE IV

DIRECTORS

Section 4.1 Powers.

The business and affairs of the Consortium shall be managed by its Board of Directors, which may exercise all powers of the Consortium and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the Voting Members. The Board of Directors will set policies and direct the affairs of the Consortium. No individual Member may act for the Board of Directors or the Consortium except as directed by the Board of Directors upon written notice to the Board.

Section 4.2 Number of Directors.

The total number of Directors shall initially be equal to the sum of (a) the number of Directors last elected by the Founding Core Members, plus (b) a number equal to one-half of (a) (where, in making this calculation, (a) shall be rounded up to an even number, if the number in (a) is an odd number), plus (c) two; such sum constituting the combined total of the Directors elected pursuant to Section 4.3 of the By-laws; provided, however, that at any time that the number of non-Founding Core Members is less than (b), there are less than ten (10) General Members or any seat is vacant, the Consortium may have a board with a lesser number of Directors. The number of Directors, the persons eligible to become directors, and the classes of Members eligible to elect Directors may be amended only by a two-thirds vote of those then serving on the Board of Directors.

Section 4.3 Election and Term of Office of Elected Directors.

4.3.1 Election.

(a) The Directors shall be elected by the Voting Members, as provided in this Section 4.3.1. Such Directors shall be designated representatives of the class of Members electing the same.

(b) Each of the Founding Core Members shall be entitled to nominate and, each individually voting as a separate class, elect one Director, each to serve for a three-year term expiring on the date of the Consortium's 1998 Annual Meeting. As of the 1998 Annual Meeting, the provisions of paragraph (e) below shall apply.

(c) Until the 1996 Annual Meeting, the first entities joining the Consortium as Core Members, but not Founding Core Members, shall each have the right to nominate and each individually voting as a separate class, elect a Director, to serve until the 1996 Annual Meeting, until a number of such Directors has been appointed equal to the number permitted by Section 4.2(b) above. Thereafter, until the 1998 Annual Meeting, the Core Members who are not Founding Core Members, voting together as a single class, shall be entitled to nominate and elect a number of directors equal to the number designated in Section 4.2(b) above (but in no event shall the total number of such Directors exceed the total number of

Core Members who are not Founding Core Members), each to serve for a one-year term until the next Annual Meeting. Notwithstanding the foregoing. After the 1998 Annual Meeting, the provisions of paragraph (e) below instead shall apply.

(d) Once there are ten (10) or more General Members, the General Members, voting together as a single class, shall be entitled to nominate and elect two (2) Directors, each to serve for a one-year term until the next Annual meeting.

(e) From and after the 1998 Annual Meeting, all Core Members (Founding and otherwise), voting together as a single class, shall be entitled to nominate and elect a number of Directors equal to the number of Directors most recently elected to the Board by the Founding and non-Founding Core Members, each to serve for a one-year term until the next Annual Meeting.

(f) Any Member which is the employer of a Director may designate an alternate Director to serve during the absence or other unavailability of its employee which (a) it has designated, in the case of a Founding Core Member, or (b) which has been elected by a class of Members, in the case of any other Director.

(g) No Member shall at any time be the employer of more than one Director (other than the alternate for such Director).

4.3.2 Term of Office.

An elected Director shall hold office until the earliest to occur of (a) the expiration of the term for which such Director was elected and such Director's successor is elected and qualified, (b) the Member which designated or employs such Director ceases to be a Member in good standing, (c) the death, resignation or removal of the Director, or (d) upon the termination of the employment of such Director by the Member which designated or employs such Director. In the event of (c) or (d) of this Section 4.3.2, the Member which designated or employs such Director shall be entitled to nominate the successor to such Director to serve until the next Annual Meeting, which successor shall be ratified by the Board of Directors at its next meeting.

4.3.3 Effect of Vacancy.

In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law or these By-Laws, may exercise the powers of the full Board of Directors until the vacancy is filled.

Section 4.4 Resignation and Removal.

Any Director may resign at any time upon written notice to the Consortium at its principal place of business or to the President. Such resignation shall be effective upon receipt unless it is specified to be effective at some other later time or upon the happening of some other later event. Any Director nominated by a Core Member or elected by any class of Members voting together as a class may be removed, with or without cause, by the Core Member or other class of Voting Members, as the case may be, that nominated or elected such Director.

Section 4.5 Meetings.

4.5.1 Attendance.

Individual Members and General Members (not occupying a seat on the Board of Directors) may attend Board of Directors Meetings by invitation only.

4.5.2 Place of Meetings.

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

4.5.3 Regular Meetings.

Regular meetings of the Board of Directors may be held with a thirty (30) day prior written notice to each Director at such time and at such place as shall from time to time be determined by the President. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of Members.

4.5.4 Special Meetings.

Special meetings of the Board of Directors may be called by the President, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. No less than ten (10) business days' written notice shall be given to each Director by the President or one of the Directors calling the meeting; provided that no action specified in Section 4.7.1 and 4.7.2 may be taken at any such meeting unless thirty (30) days' written notice shall be given to each Director. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. Notwithstanding the foregoing, an emergency meeting may be called with less than ten (10) days notice, provided that the first order of business at such meeting is the ratification of the necessity of the meeting.

Section 4.6 Voting, Quorum, Adjournments.

4.6.1 Voting.

Directors shall cast votes as (a) IN FAVOR, (b) NOT IN FAVOR, or (c) ABSTAIN. Unless otherwise required by express provision of law, the Certificate of Incorporation or these By-Laws, the following shall constitute the approval of the Board of Directors:

(a) Matters set forth in Section 4.7.1 require an IN FAVOR vote by all Directors;

(b) Matters set forth in Section 4.7.2 require an IN FAVOR vote of two-thirds of the total numbers of Directors voting IN FAVOR or NOT IN FAVOR at any meeting for which there is a quorum; and

(c) Matters set forth in Section 4.7.3 require an IN FAVOR vote of a majority of the total number of Directors voting IN FAVOR or NOT IN FAVOR at any meeting at which there is a quorum.

Directors are expected to attend Board of Directors meetings. However, as reasonably required, a Director may participate and vote by voice through the use of conference telephone or like facilities, or a Director may submit a vote in writing to the President. Provided that the written vote is received by the President prior to the date the vote is taken, the President will record the vote accordingly for the Director.

4.6.2 Quorum.

A simple majority (one more than 50%) of the entire Board, present in person, or represented by proxy, or present via telephone conference or other similar communications equipment, shall constitute a quorum at all meetings of the Board of Directors for the transaction of business, except as otherwise provided by statute, the Certificate of Incorporation or these By-Laws.

For purposes of this Section, the term "entire Board" shall mean the number of Directors then serving on the Board. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.7 Special Voting Provisions.

4.7.1. Matters Requiring Unanimous Vote of the entire Board are as follows:

Dissolution or Liquidation of the Consortium

For purposes of this Section, the term "entire Board" shall mean the number of Directors then serving on the Board. A thirty (30) day prior written notice is required for all votes in this category.

4.7.2 Matters Requiring a Two-Thirds Vote of the Board of Directors are as follows:

- (a) Any Changes to these By-Laws;
- (b) Assessment of fees from the Members (including modification of the Membership fee structure presented above);
- (c) Approval of, or modification to, the annual Consortium operating budget;
- (d) Approval of the formation of new committees and work groups;
- (e) Approval of, and publication schedules for, specifications;
- (f) Approval of, and modification to, the annual publicity and promotional plan;
- (g) Termination and Suspension of Membership; and

(h) Removal of the President of the Consortium;

(i) Approval of a new member company as a Core member.

A thirty (30) day prior written notice is required for all votes in this category.

4.7.3 Matters Requiring Majority Vote of the Board of Directors are as follows:

Except as otherwise required by law, these By-Laws or the Certificate of Incorporation, all matters not otherwise specified in Sections 4.7.1 and 4.7.2.

Section 4.8 Action by Written Consent.

(a) Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting and without prior notice if, and shall be deemed taken when, a majority of the Directors then in office (or such greater number of Directors as may be required by law or these By-Laws for the taking of any such action at a meeting) consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors, provided that:

(i) such written consent shall have been sent simultaneously to all Directors then in office in either hard copy or telecopy form for their consideration;

(ii) prompt written notice of any action so taken is given to those Directors who have not consented in writing; and

(iii) (except as provided for below) with respect to any action specified in Section 4.7.1 or 4.7.2, four or more such Directors have not objected to the taking of such action by written notice delivered to the Consortium within ten business days following the date that written notice of the Directors action is mailed or otherwise delivered to such Directors.

(b) Notwithstanding the foregoing, the ability of four or more non-consenting Directors to prevent the taking of an action by written consent under clause 4.8(a)(iii) above shall:

(i) not prevent any such action from being taken at a later date at an actual meeting of the Board of Directors; and

(ii) such ability shall not exist where the action in question is being submitted for approval by the Board of Directors for a second time, after previously having been approved at an actual meeting of the Board of Directors.

(c) For purposes of any such consent, facsimile or other electronically transmitted signatures shall be acceptable evidence of such consent.

(d) Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of any Committee of the Board of Directors may be taken without a meeting, if all members of such Committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Committee. For purposes of any such consent, electronically transmitted signatures and electronic mail shall be acceptable evidence of such consent.

Section 4.9 Telephonic Meetings.

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

Section 4.10 Inspection Rights.

Every Director shall have the absolute right at any time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the Consortium.

Section 4.11 Fees and Compensation.

Directors shall not receive any stated salary for their services as Directors, except as provided in Section 6.10 below. Directors may be reimbursed in such amounts as may be determined from time to time by the Board of Directors for expenses incurred while acting on behalf of the Consortium. Nothing herein contained shall be construed to preclude any Director from serving the Consortium in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE V
COMMITTEES

Section 5.1 Standing Committees.

5.1.1 Technical Committee.

The Technical Committee shall be responsible for the drafting and interpretation of Specifications. The Technical Committee will provide recommendations to the Board of Directors on technical matters. The Board of Directors shall at all times be responsible for establishing Consortium policy and directing Consortium affairs. The Technical Committee may set other voting rules for its activities and may establish work groups and divide responsibilities among such work groups.

5.1.2 Operations Committee.

The Operations Committee is responsible for developing the business structure of the Consortium. Among the responsibilities of this Committee are nominating the Consortium President, Secretary and Treasurer, developing an overall budget for the Consortium operation, recommending and proposing changes to the Consortium By-Laws and Certificate of Incorporation, and assuring the day-to-day operations of the Consortium are being addressed.

5.1.3 Public Relations Committees.

The Public Relations Committee is responsible for developing and executing Consortium promotion activities. These will include regular press updates, industry shows, technical seminars and other devices designed to garner support for the Consortium, and implementation of its technologies.

Section 5.2 Other Committees.

5.2.1 Designation.

The Board of Directors may form other committees of the Board of Directors (e.g., Executive, Compensation and Audit) or committees of Members as required to perform the business of the Consortium. Each Committee shall provide recommendations to the Board of Directors on matters as directed by the Board of Directors. The Board of Directors shall at all times be responsible for establishing Consortium policy and directing Consortium affairs. Each Committee may set other voting rules for its activities. Each Committee may establish work groups and divide responsibilities among such work groups.

Section 5.3 Committee Structure.

5.3.1 Membership.

The Membership of the Standing Committees shall be a single appointed representative of each of the Founding Core Members and Core Members (in a voting capacity) and, of the General Members and Individual Members (in a non-voting capacity).

5.3.2 Committee Officers.

The Technical, Operations and Public Relations Committees and other committees chartered by the Board of Directors will have a Chairperson elected by a simple majority vote of the Core Member representatives in that Committee. A Chairperson will be one of the Core Member representatives of that Committee. A Chairperson may resign at any time, at which time an election will be held for a new Chairperson. A Committee Chairperson may be removed only by simple majority vote of the Board of Directors. The Chairperson's term of office will be for a duration of one year, after which time an election will be held. The Chairperson is responsible for conducting the Committee meetings and for performing duties that the Committee will from time to time direct.

In addition to a Chairperson, each Committee will elect one Vice-Chairperson in accordance with the same procedure set forth above for Committee Chairperson. The Vice-Chairperson will perform the duties of the Chairperson if the Chairperson is absent.

In addition to conducting the meetings, the Committee Chairperson will be responsible for reporting Committee progress to the Board of Directors.

The Committee Chairperson will also be responsible for bringing major issues to the attention of the Board of Directors. Additional Committee officers may be designated by majority vote of the Board of Directors.

Section 5.4 Limitations on Powers of Committees.

Notwithstanding any other term or provision of these By-Laws, neither the Technical, Operations and Public Relations Committees nor any other Committee of the Board of Directors or Members shall have any authority with respect to:

- (a) The approval of any action which also requires approval of the Voting Members;
- (b) The filling of vacancies on the Board of Directors;
- (c) The amendment or repeal of the By-Laws or the adoption of new By-Laws;
- (d) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable; and/or
- (e) Recommending to the Members a dissolution of the Consortium or a revocation of a dissolution.

Section 5.5 Meetings of Member Committees and Committees of the Board of Directors.

Except as otherwise provided in these By-Laws or by resolution of the Board of Directors, the Technical, Operations and Public Relations Committees and each other Committee of the Board of Directors may adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, but unless otherwise provided by resolution of the Board of Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-Laws for the conduct of the business of the Board of Directors. Each Committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request.

ARTICLE VI

OFFICERS

Section 6.1 Officers.

The officers of the Consortium shall be a President, a Treasurer and a Secretary. The Consortium may also have, at the discretion of the Board of Directors, one or more Assistant Secretaries and such other officers with such titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3. The officers are non-voting members of the Board of Directors. One person may hold two or more offices.

Section 6.2 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular elections to such office.

Section 6.3 Election.

At its first meeting and at each annual meeting the Board of Directors, by majority vote, shall choose a President, a Secretary and a Treasurer. Other officers may be elected by the Board of Directors at such meeting, at any other meeting, or by written consent.

Section 6.4 Tenure.

Each officer of the Consortium shall hold office until his or her successor is chosen and qualifies, unless a different term is specified in these By-Laws or in the vote choosing or electing him or her, or until his or her earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors, except for the President where any removal shall be in accordance with Section 6.5 below. Any vacancy occurring in any office of the Consortium may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering his or her written resignation to the Consortium at its principal place of business or to the President. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.5 President.

The President shall be the chief operating officer of the Consortium. The President shall, unless the Board of Directors provides otherwise in a specific instance or generally, preside at all meetings of the Members and the Board of Directors, have general and active management of the business of the Consortium and see that all orders and resolutions of the Board of Directors are carried into effect. The President's term of office shall be coterminous with the term of the annually elected Directors. The President may resign at any time, at which time an election will be held to fill the unexpired term. The President may be removed at any time by a two-thirds vote of the Board of Directors. The President is responsible for conducting the Board of Directors meetings and for performing duties that the Board of Directors will from time to time direct.

Section 6.6 Vice Presidents.

In addition to the President, the Board of Directors may from time to time elect Vice Presidents.

Section 6.7 Secretary.

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

- (a) Prepare and maintain lists of Members and their addresses as required.
- (b) Attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Consortium and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required.
- (c) Give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be from time to time prescribed by the Board of Directors or President, and shall be under their supervision.
- (d) Have custody of the corporate seal of the Consortium and the Secretary, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by signature of the Secretary or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Consortium and to attest the affixing by such officer's signature.

Section 6.8 Treasurer.

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

The Treasurer shall prepare the project plan and budget for approval at the first general meeting of each calendar year. The Treasurer shall prepare an annual report detailing the accomplishments, receipts/expenses and list assets for the previous year which will be presented for approval at the first general meeting of each calendar year. The Treasurer shall also prepare any special budgets for presentation for approval at general meetings.

Section 6.9 Assistant Secretaries.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, the President or the Secretary (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the President or the Secretary may from time to time prescribe. In the absence of the Secretary or any Assistant Secretary at any meeting of Members or Directors, the person presiding at the meeting shall designate a temporary or acting Secretary to keep a record of the meeting.

Section 6.10 Compensation.

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

ARTICLE VII

NOTICES

Section 7.1 Delivery.

(a) Whenever, under the provisions of law, or of the Certificate of Incorporation or these By-Laws, written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or Member, at his address as it appears on the records of the Consortium, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless written notice by mail is required by law, written notice may also be given by electronic mail, telegram, cable, telecopy, commercial delivery service, telex or similar means, addressed to such Director or Member at his or her address as it appears on the records of the Consortium, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the Consortium or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery (in person or by telephone) shall be deemed given at the time it is actually given.

(b) Without limiting the foregoing, the Consortium adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Consortium shall not be under any obligation (except as required by law or these By-Laws, or with respect to notices of an upcoming voting matter where, if sent via electronic mail and the sender does not receive a confirmation of receipt within five business days, then the sender will resend such notice via United States Mail, telegram, cable, telecopy, commercial delivery service, telex or other similar means) to send any notice to any Director or any Member by any means other than electronic mail, and it is therefore the responsibility of each Director and Member to avail itself of and make such arrangements as may be necessary to receive notice in such fashion. To the extent that any Director or Member fails to take such action, such Director or Member shall be deemed to have waived his, her or its right to receive written notice from the Consortium.

Section 7.2 Waiver of Notice.

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

ARTICLE VIII

BOOKS AND RECORDS

Section 8.1 Books and Records.

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

Section 8.2 Form of Records.

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

Section 8.3 Reports to Directors, Members and Others.

The Board of Directors shall cause such reports to be prepared, filed and/or distributed as may be required from time to time by applicable law or these By-Laws.

Section 8.4 Record Date.

In order that the Consortium may determine the Members entitled to notice of or Voting Members entitled to vote at any meeting of Members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any distribution, if any, permitted by law and the Consortium's then current federal and state tax status, or allotment of any rights, or for any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor fewer than ten days before the date of such meeting, nor more than sixty days prior to any other action to which such record date relates. A determination of Members of record entitled to notice of or Voting Members entitled to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the record date for determining Members entitled to notice of or Voting Members entitled to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held.

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

ARTICLE IX

CERTAIN TRANSACTIONS

Section 9.1 Transactions with Interested Parties.

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

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

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

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

Section 9.2 Quorum.

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

ARTICLE X

GRANTS, CONTRACTS, LOANS, ETC.

Section 10.1 Grants.

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

Section 10.2 Execution of Contracts.

The Board of Directors may authorize Directors, officers, employees or agents, in the name and on behalf of the Consortium, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specified instances, or otherwise limited. The signatures of two such authorized persons shall be required to enter into any such contract, instrument or other obligation.

Section 10.3 Checks, Drafts, Etc..

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

Section 10.4 Deposits.

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

ARTICLE XI

ANTITRUST COMPLIANCE

Section 11.1 General.

The Consortium will conduct all of its activities in conformance with the federal and state antitrust laws, including the Sherman Act, the Clayton Act and the Robinson-Patman Act. The Board of Directors and the officers of the Consortium shall consult legal counsel and seek legal review whenever necessary to insure that the activities of the Consortium are conducted in conformance with such laws.

Section 11.2 Availability of Salutation Specifications.

Any Salutation Specifications created by the Consortium will be made available to interested parties on reasonable and nondiscriminatory terms as specified by the Board of Directors.

Section 11.3 Consortium Activity Guidelines.

Members shall observe the following guidelines regarding the joint activities of the Consortium:

(a) All Specifications designated by the Consortium will relate to Salutation product areas involving interoperability of products and will not involve other Salutation technology areas which would be the basis of competitive differentiation. Participation in the Consortium, and/or the design, specifications or interpretation of the Specifications will not be used as a means of fixing prices, boycotting distributors or otherwise restricting competition;

(b) The design of the Specifications will be based on the technical and practical merits of the various proposals submitted and will not be designed, specified or interpreted in a manner which intentionally discriminates against anyone;

(c) There will be no exchange of information among Members relating to cost, sales, profitability, prices, marketing or distribution of any individual company product or service;

(d) Nothing in these By-Laws imposes, or should be interpreted as imposing any duty or obligation on any member to adhere to the Specifications. Each Member remains free to follow or reject all or any portion of the Specifications;

(e) Adequate notice of Specifications, development or interpretation proceedings must be given to all known affected persons and all known affected persons must be given a fair opportunity to comment on Specifications, design and interpretation; and services or software programs from other sources, to prohibit or restrict any Member from independently developing or acquiring competitive materials, nor to limit any Member's right to deal with any other vendors, suppliers, contractors or customers.

ARTICLE XII

AMENDMENTS

Section 12.1 Amendments to By-Laws.

These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the vote of two-thirds of the members of the Board of Directors pursuant to Section 4.7.2 hereof, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting or any special meeting of the Board of Directors, provided, however, that no provision in these By-Laws which requires a vote of the Board of Directors in excess of such two-thirds vote may be amended or repealed without the affirmative vote of the requisite percentage of Directors specified in such provision.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1 Fiscal Year.

The fiscal year of the Consortium shall be the twelve-month period beginning on the first day of July and ending on the last day of June of each calendar year. The fiscal year may be changed, by resolution of the Board of Directors.

Section 13.2 Seal.

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

Section 13.3 Information Exchange.

Any information discussed by the Consortium, whether in Board of Directors meetings, Technical Committee meetings or any other Consortium activity, will be non-confidential and treated as such by the Members and their representatives unless otherwise covered by written non-disclosure agreements between the disclosing and receiving parties.

No Member shall be obligated to disclose confidential information in the course of the performance of his, her or its Membership, but may determine to do so at its discretion. The disclosure of confidential information or materials (Confidential Information) shall be made between the disclosing and receiving parties pursuant to separate written contracts mutually agreed upon prior to the disclosure of any Confidential Information; provided, however, that the terms and conditions in such contracts shall satisfy at least the following requirements in order to avoid excessively restraining the receiving party's freedom in its business activities:

- (a) The designation of Confidential Information will be made in writing to the receiving party;
- (b) The period of obligation of confidence will not exceed three (3) years from the date of the disclosure;
- (c) The usage restriction of Confidential Information may be extended to materials and other media, but not to intangible information (ideas, concepts, techniques, and know-how) mentally retained in the memory(ies) of the receiving party's personnel. This provision, however, shall not be construed as a grant of any patent license to a receiving party;
- (d) The confidentiality obligation will not apply to any information that:

(1) is already in the possession of the receiving party without obligation of confidence;

(2) is independently developed;

(3) is rightfully received from a third party without obligation of confidence; or

(4) is generally available; and

(e) In the course of a Member's normal market activities such as the sale of products and/or services, and/or the licensing of software (collectively, "Products"), the embodiment of Confidential Information within Products shall not be regarded as a breach of the obligation of confidence.

Section 13.4 Intellectual Property.

All right, title and interest in copyright to the Technology which is (a) created or developed by the Consortium by its own employees or by third parties under contract with the Consortium, (b) created or developed by a Member for inclusion into the Specification in connection with performing work for the Consortium and/or its Technical Committees, and any such works are hereby assigned to the Consortium (excluding independently developed copyrighted works, which remain subject to 13.4.2) or (c) provided to the Consortium by a third party pursuant to a written instrument acknowledging transfer of ownership (including, without limitation, in response to a Request for Technology or similar invitation stating that conveyance of title is a precondition to submission), shall become the sole property of the Consortium and shall be available on a worldwide royalty-free, non-exclusive, non-restricted license basis to all Members (except that Individual Members will be charged to access Consortium Technology as determined by the Board of Directors) while they remain in good standing, provided that Members must acknowledge the copyright of the Consortium in the Technology.

Except as otherwise provided in this Section 13.4 and the following subsections of this Section 13.4, each Member will continue to retain its intellectual property.

13.4.1 Patents.

Inventions made in the development work of the Technology and patent rights thereon rest in the Member(s) who make(s) such inventions. In the case where inventions are made jointly, the rights thereon are jointly owned by the Members who made such joint inventions, and each joint owner may practice and may license a third party to practice such jointly made inventions without accounting to the other Member(s) and without obtaining further consent from such other Member(s). In the case where such inventions cover any portion of the Consortium Technology, a license by the patent right owner(s) to each of the other Members of the Consortium which do not own such rights shall be available, upon request, subject to the following provisions set forth below.

In the event that a Member owns, now or hereafter, any patent or patent application covering technology relating to the Scope of the Consortium (as defined in Section 1.3, but

excluding any Product functions themselves not related to capabilities access, capabilities exchange and/or Product interoperability) that directly enables any implementation of any Specification adopted at any time by the Board of Directors (the "Licensable Patent"), the Member owning the same agrees to grant, upon request, a worldwide, non-exclusive license for the life of the Licensable Patent to the Consortium, other Members and non-members, on reasonable and non-discriminatory terms and conditions. Nothing above, however, shall require that only a license for the life of the Licensable Patent and/or worldwide license be granted if the prospective licensee requests a license otherwise limited in time and/or geographic scope. Further, the scope of any license to a Licensable Patent granted under this paragraph shall be to enable the licensee (and if the licensee is a Member, this shall include its Related Companies) to implement the Specification by developing, making, having made, selling, using, leasing or otherwise transferring Products that incorporate an implementation of any Specification adopted at any time by the Board of Directors. Finally, the obligation to grant a license to any non-member hereunder is contingent upon the non-member agreeing to also grant a license, upon request and pursuant to the above, to the Consortium, Members and other non-members, on reasonable and non-discriminatory terms and conditions, to any Licensable Patent that the non-member and its subsidiaries may own, then or thereafter.

In case a Member does not have the power to grant such a license to its Licensable Patent without permission of a third party, the Member shall inform the Consortium of such fact immediately after such Member finds such Licensable Patent covers any portion of the Specifications, and such Member shall promptly make a commercially reasonable effort to obtain the permission of the third party for the grant of such license.

13.4.2 Copyright.

In the case where there is any independently developed literary work that relates to the Specifications for which the copyright belongs to a Member or Members and such literary work is supplied to be incorporated into Specifications, such supply shall have no effect on the ownership of such existing copyright of the Member(s) concerned; provided, however, that a worldwide, royalty-free, non-exclusive and non-restricted license shall be granted by the Member(s) to the Consortium and other Members, including the unrestricted right of the Consortium to sublicense the same to Core Members and General Members pursuant to Section 13.4 and to Individual Members and non-Members on reasonable and non-discriminatory terms and conditions.

13.4.3 Trademarks, Service Marks, etc.

The Consortium may apply for such trademarks, service marks, collective membership marks and certification marks, and in such countries, and may set policies for use of such marks, as the Board of Directors may from time to time deem to be advisable.

Section 13.5 Publicity.

The Consortium may issue press releases as approved by the Board of Directors concerning Consortium activities. No Member may represent the development of Specifications as other than a joint effort with equal participation of each Member. Any Member may comment on its use of Specifications, however, no Member may publish or publicize any version of Salutation Specifications as an approved or official version or indicate or infer that its

products make use of the Salutation Specifications other than the official version of Salutation Specifications as approved by the Board of Directors.

Section 13.6 Governing Law and Language.

These By-Laws shall be governed by the laws of the State of Delaware. English shall be used as the official language for Consortium meetings and work products.

ARTICLE XIV

INDEMNIFICATION

Section 14.1 Actions other than by or in the Right of the Consortium.

The Consortium shall, to the extent legally permissible and only to the extent that the status of the Consortium as an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, is not affected thereby, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Consortium) by reason of the fact that he is or was a Director, officer, employee or agent of the Consortium or is or was serving at the request of the Consortium as a Director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Consortium, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Consortium, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Actions by or in the Right of the Consortium.

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

Section 14.3 Success on the Merits.

To the extent that any person described in Section 14.1 or 14.2 of this Article XIV has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he shall be

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

Section 14.4 Specific Authorization.

Any indemnification under Section 14.1 or 14.2 of this Article XIV (unless ordered by a court) shall be made by the Consortium only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the members of the Consortium.

Section 14.5 Advance Payment.

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

Section 14.6 Non-Exclusivity.

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

Section 14.7 Insurance.

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

Section 14.8 Continuation of Indemnification and Advancement of Expenses.

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

Section 14.9 Severability.

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

Section 14.10 Intent of Article.

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

Register of Amendments to the By-Laws

Date	Section Affected	Change
12/12/96	2.2.3	<p><u>2.2.3 Individual Member Eligibility and Rights.</u></p> <p>Individual Members shall have no voting rights, but may otherwise attend and participate in activities of <u>\the Technical Committee only\</u> {all Consortium Committees, including attendance at meetings of the Technical, Operations and Public Relations Committees and work groups and other subgroups of the Technical, Operations and Public Relations Committees}. <u>Individual Membership is open to \individuals within the academic community, consultants or other consortia which join\</u> {each interested party which joins} the Consortium as an Individual Member and {pays} <u>\pay\</u> the Individual Member fees from time to time established by the Board of Directors. <u>Individual \Membership requires sponsorship by a Founding Core Member, Core Member or General Member to assure security of technical information.</u> <u>Individual\</u> Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed at an additional fee to be set from time to time by the Board of Directors. Individual Members will <u>\not\</u> be charged for access to any Consortium Technology. Individual Members will not be {offered special rates for Consortium sponsored promotion and educational events} <u>\included in marketing and promotional materials and Individual Members may not participate in Consortium demonstrations or other industry events such as trade shows, conferences and exhibitions\</u>.</p>

08/10/98 2.6.3 2.6.3 General Member Fees.

The General Member Fee shall be between ~~\\$3,000 and \\$5,000~~ \\$5000 and \$10,000\ annually and shall be determined on an annual basis by the Board of Directors through the development of a proposed budget for Consortium activities.

8/31/99	2.2 (modification)	<p><u>Section 2.2 Classes of Members.</u></p> <p>The Consortium shall have three <u>\several\</u> classes of Membership: Core Members, General Members, <u>\Honorary Members\</u>, Individual Members and <u>\Academic Members\</u>. Core Members and General Members have the right to vote for Directors of the Consortium, but only</p>
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		<p>Core Members have the right to vote on other matters to which Members of the Consortium may be entitled to vote by law, these By-Laws or the Certificate of Incorporation. Core Members and General Members who are entitled to vote on a particular subject shall be referred to as "Voting Members". All Voting and nonvoting Memberships in the Consortium shall be collectively referred to as "Memberships", and a person or entity holding Membership is referred to as a "Member".</p>
8/31/99	2.2.3 (modification)	<p><u>2.2.34 Individual Member Eligibility and Rights.</u></p> <p>Individual Members shall have no voting rights, but may otherwise attend and participate in activities of the Technical Committee only. Individual Membership is open to individuals within the academic community, consultants or other consortia that join the Consortium as an Individual Member and pay the Individual Member fees from time to time established by the Board of Directors. Individual Membership requires sponsorship by a Founding Core Member, Core Member or General Member to assure security of technical information. Individual Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed at an additional fee to be set from time to time by the Board of Directors. Individual Members will not be charged for access to any Consortium Technology. Individual Members will not be included in marketing and promotional materials and Individual Members may not participate in Consortium demonstrations or other industry events such as trade shows, conferences and exhibitions.</p>
8/31/99	2.2.3 (addition)	<p><u>2.2.3 Honorary Member Eligibility and Rights.</u></p> <p><u>Honorary Members shall have no voting privileges. Honorary Members shall have the right to attend meetings of the Technical, Operations and Public Relations Committees and work groups and other subgroups of the Board of Directors and the Technical, Operations and Public Relations Committees in a non-voting capacity. Honorary Membership is open to other consortia, standards bodies, or Special Interest Groups that joins the Consortium as a Honorary Member, and pay the Honorary Member fees from time to time established by the Board of Directors, and exchanges membership with the Consortium. Honorary Members shall have access to Consortium Specifications and other</u></p>

		<p><u>information related to the Consortium as it is developed. Honorary Members may have access to other Consortium services at a special rate as set forth from time to time by the Board of Directors. Honorary Members will not be charged for access to any Consortium Technology. Honorary Members will be offered special rates consistent with this class of membership for Consortium sponsored promotion and educational events.</u></p>
8/31/99	2.2.5 (addition)	<p><u>2.2.5 Academic Member Eligibility and Rights.</u></p> <p><u>Academic Members shall have no voting rights, but may otherwise attend and participate in activities of the Technical Committee only. Academic Membership is open to individuals within the academic community that join the Consortium as an Academic Member and pay the Academic Member fees from time to time established by the Board of Directors. Academic Membership does not require sponsorship from another Consortium Member. Academic Members shall have access to Consortium Specifications and other information related to the Consortium as it is developed. Academic Members will not be charged for access to any Consortium Technology. Academic Members may be included in Consortium marketing and promotional materials and Academic Members may participate in Consortium demonstrations or other industry events such as trade shows, conferences and exhibitions.</u></p>
8/31/99	2.6.4 (modification)	<p><u>2.6.45 Individual Member Fees.</u></p> <p>The Individual Member Fee shall be between \$300 and \$500 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities.</p>

8/31/99	2.6.4 , 2.6.6, and 2.6.7 (additions)	<p style="text-align: center;"><u>2.6.4 Honorary Member Fees.</u></p> <p><u>The Honorary Member Fee shall be between \$5,000 and \$10,000 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities. The President shall have the authority to wave the Honorary Membership Fee provided the Honorary Member exchanges a membership in their organization of equal value and status.</u></p> <p style="text-align: center;"><u>2.6.6 Academic Member Fees.</u></p> <p><u>The Academic Member Fee shall be between \$300 and \$500 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities. The President shall have the authority to wave the Academic Membership Fee.</u></p> <p style="text-align: center;"><u>2.6.7 Member Fee Grants.</u></p> <p><u>The President shall have the authority to wave a portion of membership fees, up to an amount equal to, but not to exceed, the current General Membership Fee as determined by the Board of Directors. The President may take this action in exchange for a contribution of some tangible value by the Member to the Consortium. Tangible value is defined as real (not intellectual) property that demonstrates an implementation of the Salutation Architecture, or provides a tool to aid in the implementation of the Architecture, and can be freely distributed by the Consortium. A Member shall be eligible for a Membership Fee Grant on a one-time-only basis.</u></p>
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<p>3/19/01</p>	<p>2.6.2, 2.6.3, and 2.6.4 (modification)</p>	<p><u>2.6.2 Core Member Fees.</u></p> <p>The Core Member Fee shall be between \$30,000 <u>\$10,000</u> and \$50,000 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities.</p> <p><u>2.6.3 General Member Fees.</u></p> <p>The General Member Fee shall be between \$5,000 and \$10,000 <u>\$9,000</u> annually and shall be determined on an annual basis by the Board of Directors through the development of a proposed budget for Consortium activities.</p> <p><u>2.6.4 Honorary Member Fees.</u></p> <p>The Honorary Member Fee shall be between \$5,000 and \$10,000 <u>\$9,000</u> annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities. The President shall have the authority to waive the Honorary Membership Fee provided the Honorary Member exchanges a membership in their organization of equal value and status.</p>
<p>6/29/03</p>	<p>2.6.2, 2.6.3, and 2.6.4 (modification)</p>	<p><u>2.6.2 Core Member Fees.</u></p> <p>The Core Member Fee shall be between \$10,000 <u>\$4,000</u> and \$50,000 annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for Consortium activities.</p> <p><u>2.6.3 General Member Fees.</u></p> <p>The General Member Fee shall be between \$5,000 <u>\$1,000</u> and \$9,000 <u>\$3,000</u> annually and shall be determined on an annual basis by the Board of Directors through the development of a proposed budget for Consortium activities.</p> <p><u>2.6.4 Honorary Member Fees.</u></p> <p>The Honorary Member Fee shall be between \$5,000 <u>\$1,000</u> and \$9,000 <u>\$3,000</u> annually and shall be determined by the Board of Directors on an annual basis through the development of a proposed budget for</p>

		<p>Consortium activities. The President shall have the authority to waive the Honorary Membership Fee provided the Honorary Member exchanges a membership in their organization of equal value and status.</p>
<p>6/29/03</p>	<p>4.7.2 (additions)</p>	<p><u>4.7.2</u> Matters Requiring a Two-Thirds Vote of the Board of Directors are as follows:</p> <ul style="list-style-type: none"> (a) Any Changes to these By-Laws; (b) Assessment of fees from the Members (including modification of the Membership fee structure presented above); (c) Approval of, or modification to, the annual Consortium operating budget; (d) Approval of the formation of new committees and work groups; (e) Approval of, and publication schedules for, specifications; (f) Approval of, and modification to, the annual publicity and promotional plan; (g) Termination and Suspension of Membership; and (h) Removal of the President of the Consortium\; (i) <u>Approval of a new member company as a Core member\.</u> <p>A thirty (30) day prior written notice is required for all votes in this category.</p> <p><u>4.7.3</u> Matters Requiring Majority Vote of the Board of Directors are as follows:</p> <p>Except as otherwise required by law, these By-Laws or the Certificate of Incorporation, all matters not otherwise specified in Sections 4.7.1 and 4.7.2.</p>