

BY-LAWS OF
PXI SYSTEMS ALLIANCE, INC.

ARTICLE I

NAME, PURPOSE, DEFINITION AND OFFICES

Section 1.1 Name

The name of the corporation is “PXI Systems Alliance, Inc.” and the corporation is referred to in these By-laws as the “Alliance”.

Section 1.2 Principal Office

The principal office of the Corporation shall be located at 361 Second Avenue, #203, Niwot, Colorado 80544-1016. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another both within and outside of said state.

Section 1.3 Other Offices

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

Section 1.4 Purpose

The nature of the business or purposes to be conducted or promoted by the Alliance is to engage in any lawful act or activity for which corporations which are organized not for profit may be organized under the General Corporation Law of Delaware. The specific purposes and activities of the Alliance are

(a) to promote the PXI specification as an extension to the CompactPCI industrial computer specification where the PXI specification defines extensions for instrumentation;

(b) to sponsor, actively participate in, and support the creation and maintenance of one or more card based specifications for instruments, measurement and automation systems, and/or protocols to enable manufacturers of various devices to achieve interoperability of such devices;

(c) to promote the adoption and use of specifications and protocols for card based instrumentation through the development of proof of concept/feasibility demonstrations,

pilot/prototype projects, and a free and open exchange of technologies among the Members; and

(d) to undertake such other activities as may from time to time be appropriate to further the purposes and achieve the goals set forth above.

Section 1.5 Nonprofit Status

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

(b) The Board of Directors may, in its sole discretion, elect to seek exemption from Federal taxation for the Alliance 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 Alliance shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

ARTICLE II

MEMBERS

Section 2.1 Classes of Membership

The Alliance shall initially have three classes of membership: Sponsor Members, Executive Members and Associate Members. Those Members which join as Sponsor Members shall enjoy the additional privileges set forth in Section 2.3 below. Those Members which join as Executive Members shall enjoy the privileges set forth in Section 2.4 below. All references to Executive Members in these By-laws shall include the Sponsor Members. Those Members which join as Associate Members shall enjoy the privileges set forth in Section 2.5 below, but do not have voting rights. Additional classes of voting and non-voting members may be created in the future, and the rights of existing classes of members may be amended, pursuant to Section 2.8 of these By-laws. Sponsor and Executive and any future classes of members which are entitled to voting rights shall be collectively referred to as “Voting Members.” All Voting and non-voting memberships in the Alliance are collectively referred to in these By-laws as “Memberships”, and a person or entity holding Membership is referred to in these By-laws as a “Member”.

Section 2.2 General Conditions of Membership

Any association, partnership, organization, governmental agency, company, corporation, academic or non-profit entity shall be admitted to Membership by: (a) acceptance of its written

application therefor on such form as may be from time to time required by the Alliance (which acceptance shall be administered in a non-discriminatory fashion) and (b) payment of such application fees, initiation fees (if any), annual dues or other fees for such class of Membership as may from time to time be established by the Board of Directors. A Member shall remain in good standing as a Member provided all application fees, initiation fees, subsequent dues, assessments, and other 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, as from time to time determined by the Board of Directors. Notwithstanding the foregoing, an entity shall be admitted as a Sponsor or Executive Member, with the privileges of membership for such class, if it submitted its written application for membership on or before noon, August 16, 2000, provided that if such Member does not pay its initial membership fees within thirty (30) days following the submission of its application, it shall forfeit its membership rights, including without limitation its rights, if any, to nominate or elect a director.

Section 2.3 Conditions and Privileges of Sponsor Membership

Each Sponsor Member, while in good standing, shall be entitled to:

- (a) nominate and elect a Director to serve on the Board of Directors (this right shall apply with respect to the first ten (10) entities that join the Consortium in this class; thereafter, each other Sponsor Member must await a vacancy of one of the ten Director seats occupied by a Sponsor Member representative caused by (i) the termination of such Sponsor Member's membership, (ii) the failure of a Sponsor Member to appoint a replacement Director within 60 days of the resignation or removal by such Sponsor Member of its Director representative, (iii) an expansion of the Board of Directors intended to provide additional Sponsor Member seats, or (iv) such Sponsor Member's failure to remain in good standing, and each such seat shall be allocated to the other Sponsor Members chronologically based on their date of Sponsor Membership); and
- (b) all of the privileges of Executive Membership, as provided for in Section 2.4, below.

Section 2.4 Privileges of Executive Membership

Each Executive Member, while in good standing, shall be entitled to:

- (a) except as restricted in Section 4.3 below, vote on each other matter submitted to a vote of the Voting Members;
- (b) appoint one voting representative to each Committee (other than committee(s) of the Board of Directors), sub-committee, Special Interest Group and work group which the Alliance may establish (which appointee need not be the same individual for all such committees, sub-committees, SIGs and work groups);

(c) receive electronic distribution, without charge, of all publications of the Alliance which are intended for regular distribution, prior to distribution to the public, including pre-public access to any specifications under development;

(d) attend all general and special meetings of the Membership provided for in Article III of these By-laws;

(e) receive such free or discounted services provided by the Alliance as the Board of Directors may designate from time to time;

(f) use the Alliance logo (subject to, and in conformance with, such usage guidelines and requirements as the Alliance may from time to time distribute);

(g) receive Alliance activity reports indicating individuals and companies that have requested information regarding the Alliance; and

(h) such other benefits, rights and privileges as the Board of Directors may designate or the Voting Members may from time to time institute by vote at any meeting of the Voting Members.

Section 2.5 Privileges of Associate Membership

Each Associate Member, while in good standing, shall be entitled to:

(a) appoint one non-voting representative to each Committee (other than committee(s) of the Board of Directors), sub-committee, Special Interest Group and work group which the Alliance may establish (which appointee need not be the same individual for all such committees, sub-committees, SIGs and work groups);

(b) receive electronic distribution, without charge, of all publications of the Alliance which are intended for regular distribution, prior to distribution to the public, including pre-public access to any specifications under development; and

(c) use the Alliance logo (subject to, and in conformance with, such usage guidelines and requirements as the Alliance may from time to time distribute);

(d) such other benefits, rights and privileges as the Board of Directors may designate or the Voting Members may from time to time institute by vote at any meeting of the Voting Members.

Section 2.6 Rights in Intellectual Property

All intellectual property, specifications, guidelines and any other technology, publications

or assets (collectively, “Technology”) including, without limitation, any of the same which may be represented by any standards and specifications which may from time to time be submitted to or adopted by the Alliance, shall be subject to such policies and procedures as may from time to time be adopted by the Board of Directors. Any such rules or policies adopted by the Board of Directors may control all rights of ownership and publication relating to the Technology, the specific license rights which Members may be entitled to therein, and the fees (if any) which the Alliance may charge Members and third parties for access to and use of such Technology.

Section 2.7 Subsidiaries, Related Companies and Transferability

(a) Only the legal entity which has been accepted as a Member of the Alliance, and not any parent, subsidiary or affiliate of such entity, shall be entitled to enjoy the rights and privileges of such Membership, provided that any “Related Company” (as defined below) which would otherwise be eligible to become a Member shall be entitled (unless otherwise determined by the Board of Directors pursuant to a determination made in a non-discriminatory fashion) (1) to receive from such Member and distribute copies of the Technology received by the Member, and (2) with the permission of the Member, send a representative to a meeting or meetings in lieu of such Member; subject in each case to such rules as may from time to time be determined by the Board of Directors. For purposes of this Section 2.7, the term “Related Company” shall mean any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than 50% of the voting securities of the entity in question.

(b) Only one Member which is part of a group of Related Companies shall be entitled to have a representative on the Board of Directors at one time.

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

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

Section 2.8 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 Alliance may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be prescribed, by adoption of an amendment to these By-laws pursuant to Article XIV of the By-laws.

Section 2.9 Deprivation or Suspension of Membership

Any Member in good standing may be deprived of its Membership or be suspended as a Member for cause, and any Member not in good standing may be deprived of its Membership or can be suspended as a Member without cause, by a majority vote of the Board of Directors. Any application fees, initial fees, annual dues, assessments, other fees and/or penalties already paid shall not be refundable upon the Member's suspension or deprivation of Membership, and all fees of such Member which may be accrued and unpaid as of such date shall remain due and payable. No deprivation or suspension of Membership (other than for non-payment of dues, assessments or fees) shall be effective, however, unless:

- (a) The Member is given notice of the proposed deprivation or suspension of Membership and of the reasons therefor;
- (b) Such notice is delivered personally or by certified mail, return receipt requested, or by an international overnight courier service, sent to the last address of the Member shown on the Alliance's records;
- (c) Such notice is given at least thirty (30) days prior to the effective date of the proposed deprivation or suspension of Membership; and
- (d) Such notice sets forth a procedure determined by the body (said body to consist of the Board of Directors or a committee selected for that purpose by the Board) authorized to decide whether or not the proposed deprivation or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires) or in writing, not less than five (5) days before the effective date of the proposed deprivation or suspension.

Any deprivation or suspension of Membership for non-payment of dues, assessments or fees may be effected by written notice from the President of the Alliance pursuant to such rules as the Board of Directors may from time to time adopt.

Section 2.10 Resignation by Member

A Member may resign as a Member at any time. Any application fees, initial fees, annual dues, assessments, other fees and/or penalties already paid shall not be refundable in such event, and all fees of such Member which may be accrued and unpaid as of such date shall remain due and payable.

Section 2.11 Membership Book

The name and address of each Member shall be contained in a Membership Book to be maintained at the principal office of the Alliance. Termination of any Membership shall be

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

Section 2.12 Levy of Dues, Assessments or Fees

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

(b) The President shall be permitted, in his or her discretion, to exchange Associate memberships of the Alliance with other consortia, trade associations and similar non-profit organizations on a no-fee or reduced-fee basis, where he or she believes that such cross membership is in the best interests of the Alliance and its Members. Voting status memberships shall require Board of Director approval.

Section 2.13 Use of Names

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

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1 Place of Meetings; Voting at Meetings

All meetings of the Members may be held at such place within or outside of the State of Delaware and at such time as may be fixed from time to time by the Board of Directors or President, or if not so designated, at the registered office of the Alliance. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may

instead be held solely by means of remote communication.

Section 3.2 Annual Meeting

Annual meetings of Members shall be held by written consent pursuant to Section 3.10, or, if in person, on the first Monday in March in each year, if not a federal holiday, and if a federal holiday, then on the second secular 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 Voting Members shall elect, in accordance with Section 4.3, a Board of Directors and at which meeting the Members 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 or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of Voting Members entitled to vote at least ten percent (10%) of the aggregate votes of all Voting Members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

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

Section 3.4 Notice of Meetings

Except as otherwise provided by law or these By-laws, written notice of each meeting of the Members, annual or special, stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Members and proxy holders may be deemed to be present in person and vote at such 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 ten nor more than sixty days before the date of the meeting, to each Member entitled to attend such meeting.

Section 3.5 Voting List

The officer who has charge of the Membership Book of the Alliance shall prepare and make a complete list of the Voting Members entitled to vote at the meeting, arranged in

alphabetical order, and showing the address of each such Member. Nothing contained in this Section shall require the Alliance to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any Member, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Company. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to Members of the Company. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any Member during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 3.6 Quorum

Except as otherwise provided by statute, the Certificate of Incorporation or these By-laws, Voting Members entitled to vote more than fifty percent of the aggregate votes of all Voting Members, present in person or represented by proxy, or five or more Voting Members, whichever is less, shall constitute a quorum at all meetings of the Members for the transaction of business. Committees (other than committees of the Board of Directors) shall have the same rules relating to quorum requirements and voting majorities as provided for in these By-laws, unless otherwise approved by the affirmative vote of the Board of Directors.

Section 3.7 Adjournments

Any meeting of Members may be adjourned from time to time to any other time and to any other place, if any, at which a meeting of Members may be held under these By-laws, which time and place, if any, thereof, and the means of remote communications, if any, by which Members and proxy holders may be deemed to be present in person and vote at such adjourned meeting 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, 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

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), when a quorum is present at any meeting of Members, the vote of fifty percent (50%) or more of the aggregate votes of all Voting Members, present in person or represented by proxy and entitled to vote on the question, shall decide any question brought before such meeting; provided, however, in the event that any vote is to be taken of a single class of Member, then a quorum for such vote shall be not less than fifty percent (50%) of the Members of that class, and the vote of fifty percent (50%) or more of the aggregate votes of the Members of that class present in person or represented by proxy and entitled to vote on the question, shall decide such question.

Section 3.9 Proxies

Each Member entitled to vote 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 or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 3.10 Action Without Meeting

Any action required or permitted to be taken at any annual or special meeting of Members, or at any meeting of a Committee, Sub-Committee, Working Group or other group of Members or subset of Members, may be taken without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by Voting Members (or class of Voting Members, as the case may be) 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 (or class of Voting Members, as the case may be) 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. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a Member or proxyholder, or by a person or persons authorized to act for a Member or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Alliance can determine (A) that the telegram, cablegram or other electronic transmission was transmitted by the Member or proxyholder or by a person or persons authorized to act for the Member or proxyholder and (B) the date on which such Member or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Alliance by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Alliance having custody of the book in which proceedings of meetings of Members are recorded. Delivery made to a

Alliance's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the Alliance or to an officer or agent of the Alliance having custody of the book in which proceedings of meetings of Members are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the Alliance.

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

Section 3.11. Action Held by Remote Communication.

If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, Members and proxyholders not physically present at a meeting of Members may, by means of remote communication: (A) participate in a meeting of Members; and (B) be deemed present in person and vote at a meeting of Members whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Alliance shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member or proxyholder, (ii) the Alliance shall implement reasonable measures to provide such Members and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any Member or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Alliance.

Section 3.12 Nomination and Election Procedures

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

Section 3.13 Order of Business

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

meeting conduct, Robert's Rules of Order shall be followed.

ARTICLE IV

DIRECTORS

Section 4.1 Powers; Voting

The business and affairs of the Alliance shall be managed by its Board of Directors, which shall be, and shall possess all of the powers of, the “Governing Body” of the Alliance as a not-for-profit membership corporation under Delaware General Corporation Law. The Board of Directors may exercise all powers of the Alliance 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 Members.

Section 4.2 Number of Directors

The total number of Directors shall be at least one and not more than ten, constituting all of the Director(s) elected by the Sponsor Members. In no event shall any Member have more than one representative on the Board.

Section 4.3 Nomination, Election and Term of Office of Directors

(a) Each of the first ten (10) Sponsor Members (while remaining in good standing) shall be entitled individually to nominate and elect one (1) Director, who shall serve until the first anniversary of the end of the Alliance's first fiscal year, and thereafter until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal. Thereafter, each of the first ten (10) Sponsor Members (while remaining in good standing) shall be entitled individually to nominate and elect one (1) Director, who shall serve a one (1) year term, and thereafter until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal. In the event of a vacancy of a Director seat occurring in any manner contemplated by Section 2.3 above, the Sponsor Member that has been a Sponsor Member for the longest term without the right to nominate and elect a Director under this Section shall be entitled individually to nominate and elect one (1) Director, who shall serve for the balance of the Alliance's then current fiscal year and for successive one (1) year terms thereafter until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

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

enjoy the privileges of the designating Director in the absence or unavailability of the designating Director. In addition, in lieu of making such a substitution, any Elected Director who will be absent for any meeting may deliver a written proxy to the President of the Alliance, authorizing the President to either vote as instructed in such proxy, or to vote in the stead of such absent Elected Director in such manner as the President may believe appropriate. Any such proxy shall be valid only with respect to the meeting and such specific matters (or with respect to all matters, if so desired) as may be stated in such proxy.

(c) The Board of Directors may approve from time to time such reasonable attendance and other requirements as it shall deem to be advisable to ensure that Board seats are held by active, contributing individuals. Such rules may provide that the Member which has elected or nominated a Director, as the case may be, may lose its ability to provide a representative to the Board of Directors in the event that such requirements have not been met, but no such rule may be imposed retroactively.

Section 4.4 Intentionally Omitted.

Section 4.5 Enlargement or Reduction

The number of Directors, the persons eligible to become Directors and the classes of Members eligible to elect Directors may be amended at any time by a vote of the Board of Directors or by a vote of the Voting Members.

Section 4.6 Resignation and Removal

Any Director may resign at any time upon notice given in writing or by electronic transmission to the Alliance at its principal place of business or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director who was elected by a Voting Member under Section 4.3 may be removed, with or without cause, by that Voting Member. A Director may be removed with or without cause by majority vote of the Board of Directors. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed with cause by a majority of the other Directors.

Section 4.7 Vacancies

(a) Vacancies on the Board of Directors occurring as a result of death, resignation or removal of a Director by the Voting Member who elected such person shall be filled in the manner and by the person(s) entitled to elect such Director as set forth in Section 4.3(a). The term of a Director so appointed or elected shall be the unexpired portion of the term of the Director, if any, whom the Director so appointed or elected is replacing, or until the next general election of Directors, in the case of an expansion of the Board of Directors.

(b) 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 until the vacancy is filled.

Section 4.8 Intentionally deleted.

Section 4.9 Place of Meetings

The Board of Directors may hold meetings, both regular and special, either within or outside of the State of Delaware.

Section 4.10 Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of Members.

Section 4.11 Special Meetings

Special meetings of the Board may be called by the President, Secretary, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Two business days' notice to each Director, either personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to his or her business or home address, or three business days' notice by written notice deposited in the mail, shall be given to each Director by the Secretary or by the officer or one of the Directors calling the meeting. A notice or waiver of notice or any waiver by electronic transmission of a meeting of the Board of Directors need not specify the purposes of the meeting.

Section 4.12 Quorum, Action at Meeting, Adjournments

At all meetings of the Board a majority of Directors then in office, but in no event less than one half of the entire Board or five Directors, whichever is less, shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Certificate of Incorporation. For purposes of this section the term "entire board" shall mean the number of directors last fixed by the Voting Members or Directors, as the case may be, in accordance with law and these By-laws; provided, however, that if less than all the number so fixed of Directors were elected, the "entire board" shall mean the greatest number of Directors so elected to hold office at any one time pursuant to such authorization. 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. In the event that one or more of the Directors shall be disqualified from voting at any meeting upon any matter,

then the required quorum as it relates to the consideration of such matter shall be reduced by one for each such director so disqualified.

Section 4.13 Action by 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 a majority of Directors then in office (or such greater number of Directors as may be required by law or the By-laws of the Alliance for the taking of any such action at a meeting) consent thereto in writing or by electronic transmission, and the writing or writings, or electronic transmission or transmissions, 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 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) two or more such Directors have not objected to the taking of any such action by written notice delivered to the Alliance within ten business days following the date that written notice of the Directors action is given to such Directors.

Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(b) Notwithstanding the foregoing, the ability of two or more non-consenting Directors to prevent the taking of an action by written consent under clause 4.13(a)(iii) above shall not prevent any such action from being taken at a later date at an actual meeting of the Board of Directors.

(c) Unless otherwise restricted by 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 in the manner set forth in the preceding clauses 4.13(a) and (b).

(d) For purposes of this Section 4.13, the word "writing" shall be deemed to include (i) a document manually executed and transmitted by telecopy or other electronic facsimile delivery method, and (ii) to the extent at any time otherwise not prohibited by law or the Certificate of Incorporation, a transmission by electronic mail. Accordingly, any consent evidenced in the minute books of the Alliance by telecopy consents, print-outs of electronic mail transmissions, or any combination of telecopy, print-outs and original signed copies of such consent, shall be deemed to have been duly adopted under this Section.

Section 4.14 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, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.15 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 Alliance.

Section 4.16 Fees and Compensation

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

ARTICLE V

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 5.1 Executive Committee

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

- (a) 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 fixing of compensation of the Directors for serving on the Board of Directors or on any committee;
- (d) The amendment or repeal of the By-laws or the adoption of new By-laws;
- (e) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (f) Amending the Certificate of Incorporation;
- (g) Adopting an agreement of merger or consolidation;
- (h) Recommending to the Members the sale, lease or exchange any of the Alliance's property and assets; and
- (i) Recommending to the Members a dissolution of the Alliance or a revocation of a dissolution.

Section 5.2 Other Committees of the Board of Directors

The Board of Directors may, by resolution adopted by a majority of the Directors then in office (provided a quorum is present), create such nominating, audit, compensation and other committees, each consisting of one (1) or more Directors appointed by the Board, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations imposed by the Certificate of Incorporation or by these By-laws. No such committee shall have the power or authority to take any action prohibited by Section 5.1 above to be taken by the Executive Committee. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee or committees shall have such name or names as may be determined from time to time by resolution adopted by 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.

Section 5.3 Meetings of Committees of the Board of Directors

Except as otherwise provided in these By-laws or by resolution of the Board of Directors, each 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 the Board of Directors.

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

Each member of a committee of the Board of Directors shall serve at the pleasure of the Board of Directors.

Section 5.5 Committees of the Members

(a) A Technical Committee of the Alliance shall be established. Such Committee may have such Sub-committees, Work Groups and Special Interest Groups (collectively, “Sub-Groups”) as from time to time may be approved by the Board of Directors, and the members of such Sub-Groups need not be Directors. Each Member, other than any Associate Member, so long as it remains a Member in good standing, shall (except as set forth below in this Section 5.5 or as otherwise from time to time determined by vote of the Board of Directors) be entitled to appoint a representative or representatives to the Technical Committee and to each Sub-Group, as set forth in Article II, with such representative(s) to have the voting rights set forth in Article II. The Technical Committee and its Sub-Groups shall be the principal Member-level forum for the discussion and preliminary adoption of technical specifications and standards, subject to the review, and within the strategic direction established by, the Board of Directors, and such committee shall otherwise have such rights and privileges, and shall have such number of voting members, as shall from time to time be established by the Board of Directors, or as set forth in such Technical Committee rules and policies as shall have been previously adopted by a majority of the entire Board of Directors. The Technical Committee may make technical recommendations to the Board of Directors concerning specifications, enhancements, and testing, may coordinate and implement the same, and may undertake such other tasks as may from time to time be established by the Board of Directors, provided that all specifications and standards may only be finally adopted by the Board of Directors, except as set forth below.

(b) A Marketing Committee of the Alliance shall be established at such time as deemed advisable by the Board of Directors, whose members need not be Directors. Each Member, other than any Associate Member, so long as it remains a Member in good standing, shall be entitled to appoint a representative or representatives to the Marketing Committee as set forth in Article II, such representative(s) to have the voting rights as set forth in Article II. The Marketing Committee shall be the principal Member-level forum for the discussion of activities intended to promote the mission of the Alliance generally in the industry, subject to the review, and within the strategic direction established by, the Board of Directors, and such committee shall otherwise have such rights and privileges, and shall have such number of voting members, as shall from time to time be established by the Board of Directors, or as set forth in such Marketing Committee rules and policies as shall have been previously adopted by a majority of the entire Board of Directors. The Marketing Committee may make recommendations to the Board of Directors concerning promotional matters relating to Alliance adopted standards and specifications, may coordinate and implement the same, and may undertake such other tasks as

may from time to time be permitted by the Board of Directors.

(c) An Education Committee of the Alliance shall be established at such time as deemed advisable by the Board of Directors, whose members need not be Directors. Each Member, other than any Associate Member, so long as it remains a Member in good standing, shall be entitled to appoint a representative or representatives to the Education Committee as set forth in Article II, such representative(s) to have the voting rights as set forth in Article II. The Education Committee shall be the principal Member-level forum for the discussion of activities intended to promote awareness and further the acceptance of the purposes of the Alliance generally in the industry, subject to the review, and within the strategic direction established by, the Board of Directors, and such committee shall otherwise have such rights and privileges as shall from time to time be established by the Board of Directors, or as set forth in such Education Committee rules and policies as shall have been previously adopted by a majority of the entire Board of Directors. The Education Committee may make recommendations to the Board of Directors concerning educational matters, may coordinate and implement the same, and may undertake such other tasks as may from time to time be permitted by the Board of Directors.

(d) From time to time, the Board of Directors may establish additional committees and sub-committees whose members need not be Directors. Each Member, other than any Associate Member, so long as it remains a Member in good standing, shall be entitled to appoint a representative or representatives to each such committee as set forth in Article II, such representative(s) to have voting rights as set forth in Article II.

ARTICLE VI

OFFICERS

Section 6.1 Officers

The officers of the Alliance shall be a President, a Treasurer and a Secretary. The Alliance may also have, at the discretion of the Board of Directors, a Chairperson, one or more Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers with such titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3. When the Alliance has a Chairperson (and otherwise, the President), that individual shall preside over meetings of the Board of Directors. One person may hold two or more offices unless the Certificate of Incorporation otherwise provides. Each officer shall be an employee or affiliate of an Sponsor Member, provided that in the event that any officer shall cease to be such an employee or affiliate (either because such Member has ceased to be a Member, or because such officer has ceased to be an employee or affiliate of such a Member) before the appointed term of such officer has expired, then he or she may continue to be an officer for a period of up to 60 days. If, by the end of such period, such officer has become an employee or affiliate of such a Member again, then he or she may continue as an officer. Otherwise, his or her term shall be deemed to have expired as of the end of such 60 day period.

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

The Board of Directors at its first meeting after each annual meeting of Members shall choose a President, Chairperson (if desired), a Secretary and a Treasurer. Other officers may be elected by the Board of Directors at such meeting, and all officers may be replaced, at any other meeting, or by written consent.

Section 6.4 Tenure

Each officer of the Alliance shall hold office until his or her successor is chosen and qualifies, unless a different term is specified in the vote choosing or electing him, or until his or her earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors or a committee duly authorized to do so. Any vacancy occurring in any office of the Alliance may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering his or her written resignation to the Alliance at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.5 President

The President shall be the President, chief executive and the chief operating officer of the Alliance. In the absence of a separate individual being elected the Chairperson of the Board of Directors, the President shall preside at all meetings of the Board of Directors and the Members. At such time as there shall be a Chairperson who is not the President, the Board of Directors may allocate such duties and functions of the President as are provided for below to the Chairperson. The President shall have general and active management of the business of the Alliance and see that all orders and resolutions of the Board of Directors are carried into effect. Without limiting the foregoing, the President shall:

(a) Execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Alliance, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Alliance;

(b) Direct and administer the affairs of the Alliance, including setting compensation (other than his or her own), and the hiring and discharge of office employees;

(c) Have complete charge of the records of the Alliance (other than corporate records maintained by the Secretary);

(d) Initiate and promote programs which serve and advance the purpose and objective of the Alliance;

(e) Coordinate, assist and monitor all committees and their programs;

(f) Direct all Alliance functions;

(g) Submit an annual budget, together with supporting documentation;

(h) Create, and update when necessary, employee job descriptions and hold individual annual reviews with each employee;

(i) Serve as a member of the Board of Directors and any Executive Committee with full voting rights, except as to matters relating to his or her compensation or the terms of any agreement with the Alliance pursuant to which he or she is retained to render services; and

(j) Perform such other duties as may from time to time be assigned by the Board of Directors and/or any Executive Committee.

Section 6.6 Executive Director

The Executive Director shall, in cooperation with the Treasurer, keep the Alliance books and records and establish Alliance bank accounts and offices and shall have check signing authority with respect to Alliance bills incurred in the ordinary course of business (excluding for the Executive Director's compensation, if any) in amounts up to such limits as may be determined by the Board of Directors from time to time. The Executive Director shall perform such duties and have such powers as the Board of Directors or the President may from time to time prescribe.

Section 6.7 Vice-Presidents

In the absence of the President or in the event of his or her inability or refusal to act, a Vice-President, or if there be more than one Vice-President, the Vice-Presidents in the order designated by the Board of Directors (or in the absence of any designation, then in the order determined by their tenure in office) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall perform such other duties and have such other powers as the Board of Directors or the President may from time to time prescribe.

Section 6.8 Secretary

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

- (a) Prepare and maintain lists of Members and their addresses as required.
- (b) Attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Alliance 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, and shall be under their supervision.
- (d) Have custody of the corporate seal of the Alliance 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 Alliance and to attest the affixing by such officer's signature.

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 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 the corporate funds and securities and, in cooperation with the Executive Director, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Alliance, in cooperation with the Executive Director and shall deposit all moneys and other valuable effects in the name and to the credit of the Alliance 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 Alliance.

Section 6.11 Assistant Treasurers

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, the President or the Treasurer (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors, the President or the Treasurer may from time to time prescribe.

Section 6.12 Bond

If required by the Board of Directors, any officer shall give the Alliance a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of his or her office and for the restoration to the Alliance of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control and belonging to the Alliance.

Section 6.13 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 Alliance. No officer who is a member of the Board of Directors shall vote on matters relating to his or her compensation or duration in office.

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, her or its address as it appears on the records of the Alliance, with postage thereon prepaid. Unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these By-laws, and subject to the provisions below relating to notice by electronic transmission to Members, written notice may also be given by electronic mail, telecopy, commercial delivery service, or similar means, addressed to such Director or Member at his, her or its address as it appears on the

records of the Alliance. Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Alliance under any provision of law, the Certificate of Incorporation, or the By-laws, unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these By-laws, shall be effective if given by a form of electronic transmission consented to by the Member to whom the notice is given. Any consent by a Member to receive notice by electronic transmission shall be revocable by that Member by written notice to the Alliance. Any such consent shall be deemed revoked if (1) the Alliance is unable to deliver by electronic transmission two consecutive notices given by the Alliance in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the Alliance or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

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

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

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

Section 7.2 Waiver of Notice

Whenever any notice is required to be given under the provisions of law 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, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent thereto.

ARTICLE VIII

INDEMNIFICATION

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

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

Section 8.2 Actions by or in the Right of the Alliance

The Alliance 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 Alliance to procure a judgment in its favor by reason of the fact that he or she is or was a director, ex officio member of the Board, officer, employee or agent of the Alliance, or is or was serving at the request of the Alliance as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Alliance 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 8.3 Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 of this Article VIII has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 8.4 Specific Authorization

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

Section 8.5 Advance Payment

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

Section 8.6 Non-Exclusivity

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

Section 8.7 Jurisdiction of Delaware Court of Chancery

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

Section 8.8 Insurance

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

Section 8.9 Continuation of Indemnification and Advancement of Expenses

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

Section 8.10 Severability

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

Section 8.11 Intent of Article

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

ARTICLE IX

BOOKS AND RECORDS

Section 9.1 Books and Records

The Alliance 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 9.2 Form of Records

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

Section 9.3 Reports to Directors, Members and Others

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

Section 9.4 Record Date

In order that the Alliance 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 Alliance's then current federal and state tax status, or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of Membership or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor fewer than ten days before the date of such meeting, nor prior to the adoption of the resolution by the Board of Directors fixing such record date. A determination of Members of record entitled to notice of or Voting Members entitled to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the record date for determining Members entitled to notice of or Voting Members entitled to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Alliance. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when prior action by the Board of Directors is necessary, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 9.5 Registered Members

The Alliance shall be entitled to recognize the exclusive right of a person registered on its books as a Member or a representative of a Member to receive distributions, if any, and to vote, if such records indicate that such person is a Voting Member or a representative of a Voting Member, and to hold liable for fees, penalties and assessments a person or entity registered on its books as a Member, and shall not be bound to recognize any equitable or other claim to or interest in Membership on the part of any other person, whether or not it shall have express or

other notice thereof, except as otherwise provided by the Delaware General Corporation Law.

ARTICLE X

CERTAIN TRANSACTIONS

Section 10.1 Transactions with Interested Parties

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

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

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

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

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

ARTICLE XI

GRANTS, CONTRACTS, LOANS, ETC.

Section 11.1 Grants

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Alliance, 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 Alliance to make any such grants, contributions or assistance.

Section 11.2 Execution of Contracts

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

Section 11.3 Loans

The President or any other officer, employee or agent authorized by the Board of Directors may effect loans and advances at any time for the Alliance from any bank, trust company or other institutions or from any firm, association or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Alliance, and when authorized by the Board of Directors so to do, may pledge and hypothecate or transfer assets of the Alliance as security for any such loans or advances. Such authority conferred by the Board of Directors may be general or confined to specific instances or otherwise limited.

Section 11.4 Checks, Drafts, Etc.

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

Section 11.5 Deposits

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

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Fiscal Year

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

Section 12.2 Reserves

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

Section 12.3 Seal

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

Section 12.4 Proprietary Rights

(a) Except as specifically provided to the contrary in such policies and procedures as may from time to time be approved by the Board of Directors, all information disclosed by any participant during any official meeting or activity of the Alliance, including but not limited to Member meetings, Board meetings, Technical Committee meetings, Marketing Committee meetings, Sub-committee meetings, electronic mail or the like, shall be deemed to have been disclosed on a non-confidential basis, and, subject to rights and restrictions represented by valid patents, patent applications, and Federal and international statutory copyrights (no waiver of any rights pertaining to which shall be implied from such disclosure or the terms of this Section 12.4), may be used by anyone without restriction.

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

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

ARTICLE XIII

ANTITRUST COMPLIANCE

Section 13.1 General

The Alliance will conduct all of its activities in conformance with the federal and state

antitrust laws, including the Sherman Act, the Clayton Act, the Robinson-Patman Act and the Federal Trade Commission Act. The Board of Directors and the President of the Alliance shall consult legal counsel and seek legal review whenever necessary to insure that the activities of the Alliance are conducted in conformance with such laws.

Section 13.2 Availability of Technology

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

Section 13.3 No Obligation to Endorse

No Member shall, by reason of its membership or participation in the Alliance or otherwise, be obligated to license, use or endorse any Technology developed or endorsed by the Alliance, or to conform any of its products to any standards or specifications developed or adopted by the Alliance, nor shall any such Member be precluded from independently licensing, using or endorsing similar intellectual property, software, specifications or documentation developed by it or by others.

ARTICLE XIV

AMENDMENTS

These By-laws may be altered, amended or repealed or new By-laws may be adopted by (i) the Voting Members, or (ii) by the Board of Directors, except where such power is expressly limited by law or the Certificate of Incorporation, at any annual meeting of the Voting Members or regular meeting of the Board of Directors or at any special meeting of the Voting Members or of the Board of Directors, provided, however, that in the case of a regular or special meeting of Voting Members, notice of such alteration, amendment, repeal or adoption of new By-laws shall be contained in the notice of such meeting.

Register of Amendments to the By-laws

| <u>Date</u> | | <u>Section Affected</u> | <u>Change</u> |
|-------------|-------------|-------------------------|-------------------------------------|
| 9/11/06 | Section 1.2 | | Change in principal office address. |