

AMENDED AND RESTATED BYLAWS

OF

WORLD WIDE WEB CONSORTIUM, INC.

TABLE OF CONTENTS

Article I REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS.....	1
Article II W3C PROCESS DOCUMENT	1
Article III MEMBERS	1
Section 1. Classes of Members and Conditions of Membership.	1
Section 2. Termination of Membership.	3
Section 3. Meetings of Members.	4
Section 4. Quorum.	5
Section 5. Adjournment of Meetings.	5
Section 6. Notice.	5
Section 7. Voting by Members.	6
Section 8. Member Roll.	7
Section 9. Record Dates.	7
Section 10. Proxies.....	7
Section 11. Action by Members.....	8
Section 12. Nonliability.	8
Section 13. Nontransferability.	8
Section 14. Inspection Rights.	9
Section 15. Action Held by Remote Communication.....	9
Article IV BOARD OF DIRECTORS	9
Section 1. Powers.....	9
Section 2. Number of Directors; Qualifications.	10
Section 3. Selection and Term of Office of Directors.	10
Section 4. Non-Voting Observers.	11
Section 5. Vacancies.	11
Section 6. Resignation and Removal.	12
Section 7. Regular Board of Directors Meetings.	12
Section 8. Special Meetings.	13
Section 9. Place of Meetings; Notice.	13
Section 10. Waiver of Notice.....	13
Section 11. Quorum, Action at Meeting, Adjournments.	13
Section 12. Action Without a Meeting.	14
Section 13. Telephone or Electronic Meetings.	15
Section 14. Reliance.....	15
Section 15. Inspection.	15
Section 16. Board of Directors Compensation.	15
Section 17. Executive Compensation.	16
Section 18. Chair of the Board of Directors.	16
Article V COMMITTEES.....	16
Section 1. Board of Directors Committees.	16
Section 2. Subcommittees.....	17
Section 3. Task Forces.	17
Section 4. Audit Committee.....	17
Section 5. Meetings.....	18

TABLE OF CONTENTS

	<u>Page</u>
Article VI OFFICERS.....	19
Section 1. Officers.	19
Section 2. Election.	19
Section 3. Removal.	19
Section 4. Resignation.	19
Section 5. Vacancies.	19
Section 6. President.....	19
Section 7. Secretary.	20
Section 8. Treasurer.	20
Article VII INTERESTED DIRECTOR OR OFFICER TRANSACTIONS	20
Section 1. Voidability of Transactions.....	20
Section 2. Quorum.	21
Section 3. Conflict of Interest Policy.....	21
Article VIII INDEMNIFICATION AND INSURANCE	21
Section 1. Indemnification.	21
Article IX GRANTS ADMINISTRATION.....	23
Section 1. Purpose of Grants.....	23
Section 2. Board of Directors Oversight.....	23
Section 3. Refusal; Withdrawal.	23
Section 4. Accounting.....	23
Section 5. Restrictions on Contributions.	23
Article X NOTICES.....	24
Section 1. Delivery.....	24
Section 2. Waiver of Notice.....	26
Article XI ANTITRUST COMPLIANCE	26
Section 1. General.....	26
Section 2. Availability of W3C Documents	26
Section 3. No Obligation to Endorse	26
Article XII MISCELLANEOUS.....	27
Section 1. Fiscal Year.	27
Section 2. Contracts, Notes, and Checks.	27
Section 3. Amendments.....	27
Section 4. Required Financial Audits.	27
Section 5. Governing Law.	28
Section 6. Facts Ascertainable.	28

**AMENDED AND RESTATED BYLAWS
OF
WORLD WIDE WEB CONSORTIUM, INC.**

**ARTICLE I
REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS**

The address of the registered office of this corporation in the State of Delaware, and the name of its registered agent at such address, shall be specified in the Certificate of Incorporation. Notwithstanding the foregoing, this corporation's principal place(s) of business may be different from its registered office, and may be located from time to time at any place as may be designated by the Board of Directors of this corporation, including a place outside of the State of Delaware.

**ARTICLE II
W3C PROCESS DOCUMENT**

The W3C Process Document (as the same may be amended, modified, supplemented, revised, and/or restated from time to time, the "Process Document") sets forth certain aspects of the organizational structure of this corporation and the processes, responsibilities, meetings (other than meetings of the members of this corporation or Board of Directors described herein) and functions that enable this corporation to accomplish its mission. In accordance with Article Fourth of the Amended and Restated Certificate of Incorporation of this corporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), the Consortium Members (as defined below) shall have the power, and shall have the exclusive right, to amend, modify, supplement, revise, and/or restate the Process Document pursuant to the terms of the Process Document itself.

**ARTICLE III
MEMBERS**

Section 1. Classes of Members and Conditions of Membership.

This corporation shall have three (3) classes of membership. Subject to the last sentence of paragraph (b) below, a person's status as a member of a class of members shall not affect such person's status as a member of any other class, if applicable, such that a person may be a member of two or more classes of members; provided, that for purposes of determining the number of members generally, such person shall constitute a single member. For purposes of these Bylaws, "person" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

The three (3) classes of members are as follows:

- (a) Consortium Members.

- i. Membership is open to all persons who (x) meet the eligibility requirements as set forth in the Process Document, (y) commit to the terms of the Member Agreement, the Process Document and any documents incorporated by reference therein (including, without limitation, the Patent Policy), and (z) are not Member Associations. Any person that is a W3C Member (pursuant to a Member Agreement that is in full force and effect that is not with a Member Association) shall be a “Consortium Member.” For purposes of these Bylaws, a “Member Association” means a consortium, user society, or association of two or more individuals, companies, organizations or governments, or in any combination of these entities that has the purpose of participating in a common activity or pooling resources to achieve a common goal. The Board of Directors or any Board Committee authorized by the Board of Directors has final authority to determine whether a person is a Member Association and shall exercise reasonable discretion in making this determination.
 - ii. Each Consortium Member shall designate one (1) individual to act on its behalf and serve as its point of contact (such individual, a “Consortium Member Representative”) and may change its Consortium Member Representative at any time by written notice to this corporation. Each Consortium Member Representative will be included in the member roll in accordance with Article III, Section 8.
 - iii. If a Consortium Member has subsidiaries, the rights and privileges granted, and the obligations undertaken by such Consortium Member under its Membership Agreement shall extend to all subsidiaries the voting stock of which is directly or indirectly at least fifty percent (50%) owned or controlled by the Member.
 - iv. A Consortium Member shall remain in “Good Standing” during such times as it is not overdue in any of its financial obligations under such policies as the Board of Directors may from time to time approve, has fulfilled any explicit requirement for maintaining good standing in its Member Agreement, these Bylaws and the Certificate of Incorporation as reasonably determined by the Board of Directors.
- (b) Partner Members.
- i. Partner Members help ensure global participation in the World Wide Web Consortium to help fulfill its mission. Any person that has entered into a Partnership Agreement that is in full force and effect with this corporation shall be a “Partner Member.” This corporation shall not have more than four Partner Members nor be party to more than four Partnership Agreements at any one time. The decision to enter into or renew a Partnership Agreement shall be approved by the Board of Directors without counting the vote of the director elected by the Partner in question for the purposes of quorum or voting, in accordance with paragraph C of Article Seventh of the Certificate

of Incorporation or any successor provision thereto. Each Partner Member shall designate one (1) individual to act on its behalf and serve as its point of contact (such individual, a “Partner Member Representative”) and may change its Partner Member Representative at any time by written notice to this corporation. Each Partner Member Representative will be included in the member roll in accordance with Article III, Section 8. Notwithstanding anything to the contrary herein, any Partner Member that is also a Consortium Member (for so long as it holds membership in both classes), shall not be permitted to vote in its capacity as a Consortium Member.

(c) Director Members.

Each individual in office as a director of this corporation shall automatically be a “Director Member” of this corporation and shall continue from the time of such individual’s election or appointment and until the expiration of such individual’s term as a director without reelection or until such person’s earlier death, resignation, removal or disqualification, such that all directors in office at any time shall constitute all Director Members. For the avoidance of doubt, the status of any person as a Director Member shall terminate immediately and without further action upon such individual’s ceasing to be a director for any reason.

Section 2. Termination of Membership.

(a) Consortium Members.

Membership in this corporation as a Consortium Member shall terminate:

- i. on the date of the expiration or earlier termination of the applicable Member Agreement or
- ii. at such time as decided by the Board of Directors, if the Board of Directors determines upon a Super Majority Vote (as defined in Article IV Section 11(b) below) that a Consortium Member:
 - (w) has not timely paid its Member Fee (as such term is defined in the applicable Member Agreement),
 - (x) is in breach of or has committed a breach of any material obligations under the applicable Member Agreement, the Process Document, and/or any documents incorporated by reference therein (including, without limitation, the Patent Policy),
 - (y) has not complied with the requirements of the Certificate of Incorporation, these Bylaws, or any policy adopted by the Board of Directors, or

- (z) has failed to designate a Consortium Member Representative within thirty days' notice by the Consortium to the principal address provided by the Consortium Member of its failure to make a designation;

provided that, in the case of termination under (x) or (y) above, termination of membership shall not become effective unless:

- (aa) the Consortium Member is given notice of the proposed termination of membership and of the reasons therefor;
- (bb) such notice is delivered personally or by certified mail, return receipt requested, by email with acknowledgement of receipt, or by a national or international overnight courier service, sent to the last address of the Consortium Member shown on this corporation's records;
- (cc) such notice is given at least thirty days prior to the effective date of the proposed termination of membership; and
- (dd) such notice sets forth a procedure determined by the Board of Directors (or other body authorized by the Board of Directors) to decide whether or not the proposed termination shall take place, whereby the Consortium Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five days before the effective date of the proposed termination.

(b) Partner Members.

Membership in this corporation as a Partner Member shall terminate on the date of the expiration or earlier termination of the applicable Partnership Agreement.

(c) Director Members.

Membership in this corporation as a Director Member shall terminate in accordance with the terms set forth in Article III Section 1. (c) above.

Section 3. Meetings of Members.

Except where otherwise noted, references in these Bylaws to any meetings of the members shall mean corporate membership meetings conducted pursuant to this Section 3, and not any meetings required by or referenced in the Process Document. The quorum, notice, voting, and other meeting requirements set forth herein shall apply only to corporate membership meetings and do not apply to any other meetings required by or referenced in the Process Document.

(a) Annual Meetings.

At a time and place (if any) designated by the Board of Directors, this corporation shall hold an annual meeting of Consortium Members for the election of directors when the term

of one or more Consortium Directors is expiring or has otherwise become vacant, and/or when it is, or has been made, aware of other business as may properly come before the meeting, provided that in lieu of such an annual meeting held solely for the purpose of electing directors, the Board of Directors may direct that such election shall occur by written consent pursuant to Article III , Section 10. As permitted by and in accordance with Section 215(a) of the Delaware General Corporation Law, this corporation shall not require any annual or regular meetings of all members.

(b) Special Meetings.

Special meetings of any class of members or of all the members may be called by the Board of Directors. In addition, any twenty (20) Consortium Members in Good Standing may call a meeting of the Consortium Members, any two (2) Partner Members may call a meeting of the Partner Members, and any two (2) Director Members may call a meeting of the Director Members. Business transacted at any special meeting shall be limited to the purpose stated in the applicable notice.

Section 4. Quorum.

(a) At all meetings of Consortium Members, the lesser of (x) fifty (50) Consortium Members in Good Standing or (y) ten percent (10%) of all Consortium Members in Good Standing must be present (including by proxy or remote communication) to constitute a quorum for the transaction of business.

(b) At all meetings of the Partner Members, at least a majority of all Partner Members must be present (including by proxy) to constitute a quorum for the transaction of business.

(c) At all meetings of the Director Members, quorum shall be determined in accordance with the provisions of Article IV of these Bylaws concerning meetings and actions of the Board of Directors, with such changes in content as are necessary to substitute the Director Members for the Board of Directors.

(d) At meetings of all the members of this corporation (if any), the quorum requirements for the Consortium Member class must be met in order to constitute a quorum for the transaction of business.

Section 5. Adjournment of Meetings.

In the absence of a quorum, the chairperson of the meeting or the members entitled to vote at the meeting that are present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) 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 entitled to vote at the meeting.

Section 6. Notice.

Except as otherwise provided by law, for all meetings of members (other than meetings of the Director Members), a notice stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which members may be deemed to be present in person and vote at such meeting, will be given by mail, facsimile transmission, telegraph, telex, courier service, electronic mail or hand delivery, and will be given not less than ten (10) business days nor more than sixty (60) days before the date of the meeting to each member entitled to vote at such meeting.

Minimum notice of meetings of the Director Members shall be as specified for meetings of the Board of Directors in Article IV, Section 9, below. Notice of special meetings will indicate the purpose for which they are called. Notice of meetings need not be given to any member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such member.

Section 7. Voting by Members.

Subject to the provisions of Article III Section 1(b) above (concerning Partner Members that are also Consortium Members) and unless otherwise provided in the Certificate of Incorporation or required by law, at any meeting of the Consortium Members, Partner Members, and/or Director Members, each member present, in person or by remote participation or by proxy, that is entitled to vote as determined in accordance with the provisions of Article III, Section 8 below (regarding record dates), will be entitled to one (1) vote.

(a) Consortium Members.

Each Consortium Member, while in Good Standing, shall have the following voting rights, in each case, voting separately as a class:

- i. The exclusive right to nominate and elect the Consortium Directors, as provided in Article IV Section 3(a) below;
- ii. The right to vote on the removal of any director, as provided in Article IV, Section 5 below;
- iii. The right to vote on the amendment or repeal of these Bylaws as provided in Article XII, Section 3 below;
- iv. The right to approve any sale, lease, transfer, or other disposition of all or substantially all of the assets or properties of this corporation;
- v. The right to approve any merger of this corporation;
- vi. The right to approve dissolution, liquidation or winding up of this corporation; and

- vii. The right to vote on any other matters that may properly be presented to the members for a vote, pursuant to the Certificate of Incorporation, these Bylaws, or action of the Board of Directors, or by operation of law.

(b) Partner Members.

Each Partner Member shall have the right to elect a Partner Director as provided in Article IV Section 3(b) below and the right to remove its Partner Director as provided in Article IV, Section 5 below, but shall have no other voting rights in their capacity as members, excepting only voting rights required by the Delaware General Corporation Law (if any).

(c) Director Members.

The Director Members shall have the right to elect the Board-Elected Directors as provided in Article IV Section 3(c) below, the right to remove the Board-Elected Directors as provided in Article IV, Section 6 Article IV, Section 5 below, and the right to fill certain vacancies on the Board of Directors as provided in Article IV, Section 5 below, but shall have no other voting rights in their capacity as members, excepting only voting rights required by the Delaware General Corporation Law (if any).

Section 8. Member Roll.

This corporation shall maintain at its principal place(s) of business a member roll containing the following information with respect to each member: name and address; class(es) of membership; name(s) and contact information of its Consortium Member Representative and/or Partner Member Representative, if applicable; and whether the member is current with respect to its dues or other fees assessed under its Member Agreement and/or Partnership Agreement, if applicable. Termination of the membership of any member shall be recorded in the roll, together with the date of such termination. Membership in this corporation is a matter of public record; however, this corporation shall not sell or otherwise make the member roll available to third parties unless required by applicable law.

Section 9. Record Dates.

In accordance with Section 215(f) of the Delaware General Corporation Law, in order that this corporation may determine the members entitled to vote at any meeting of members or any adjournment thereof, entitled to express consent to an action in writing without a meeting, or for the purpose of any other lawful action, the record date for any such determination shall be the date four (4) weeks prior to the date of such meeting or action. The record date for determining members for any other purpose shall be determined by the Board of Directors; provided, that no record date may precede any action by the Board of Directors fixing such record date.

Section 10. Proxies.

In accordance with Sections 212 and 215 of the Delaware General Corporation Law, members may authorize another person to vote by proxy, provided that the authority granted to the proxy holder is (a) limited to one or more specific items that have been submitted to members, or (b) is limited to a specific meeting of members or action by consent in lieu of a

meeting that has been presented to members for action thereby. No proxy shall be valid after six (6) months from its date unless otherwise provided in the proxy. Subject to the foregoing, a member may authorize another person to act as such member's proxy.

Section 11. Action by Members.

(a) Except as otherwise provided by law or by Article IV, Section 3 (electing directors) or any other provision of these Bylaws, any corporate action authorized at a duly called and noticed meeting by the Requisite Member Vote (as defined below) of any class of members will be an act of such class of members.

(b) The "Requisite Member Vote" means:

i. in the case of the Consortium Members (assuming the quorum requirements set forth in Section 4 above are met):

(x) if no more than fifteen percent (15%) of all Consortium Members in Good Standing are present or represented by proxy, the affirmative vote of at least seventy-five percent (75%) of those members;

(y) if greater than fifteen percent (15%) but less than twenty percent (20%) of all Consortium Members in Good Standing are present or represented by proxy, the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of those members; and

(z) if twenty percent (20%) or more of all Consortium Members in Good Standing are present or represented by proxy, the affirmative vote of at least a majority of those members.

ii. in the case of the Partner Members or the Director Members, the affirmative vote of at least a majority of the members in Good Standing present or represented by proxy at a meeting at which a quorum is present.

(c) Unless otherwise provided in the Certificate of Incorporation, any action required by applicable law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting, without prior notice, and without a vote if one or more consents, setting forth the action so taken, shall be signed by members having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members having a right to vote thereon were present and voted, and shall be delivered to this corporation in the manner required by Section 228 of the Delaware General Corporation Law.

Section 12. Nonliability.

The members shall not be liable for the debts, liabilities, or obligations of this corporation.

Section 13. Nontransferability.

No member may transfer for value or otherwise its membership or any right arising therefrom except that any Consortium 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 Bylaws, the Certificate of Incorporation, the Process Document and all documents referenced therein (including the Patent Policy) and such policies and procedures as the Board of Directors may from time to time adopt. A successor in interest by operation of law shall not be deemed a member unless such successor otherwise satisfies the applicable conditions or criteria of membership.

Section 14. Inspection Rights.

The right of the members to have access to the membership list of this corporation or its other books and records shall be governed by Section 220 of the Delaware General Corporation Law.

Section 15. Action Held by Remote Communication.

Subject to such guidelines and procedures as the Board of Directors may adopt and to any telecommunications issues or constraints, Consortium Members and proxyholders not physically present at a meeting of Consortium Members may, by means of remote communication:

- (a) participate in a meeting of Consortium Members; and
- (b) be deemed present in person and vote at a meeting of Consortium Members whether such meeting is to be held at a designated place or solely by means of remote communication, provided that:
 - i. this corporation 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. this corporation shall implement reasonable measures to provide such Consortium Members and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Consortium 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 this corporation.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Powers.

Except as otherwise provided by the Certificate of Incorporation or the Delaware General Corporation Law, the business and affairs of the corporation shall be managed by or under the direction of its governing body, which shall be known as the Board of Directors.

Section 2. Number of Directors; Qualifications.

(a) The total number of directors constituting the Board of Directors shall be at least seven (7) and not more than thirteen (13). Directors need not be employees of Consortium Members.

(b) No two directors may concurrently be employed by or receiving any remuneration from the same person; provided, that the foregoing shall not prohibit any transaction between such person and a director that is effected in such person's ordinary course of business.

(c) In the event that the requirement in (b) becomes violated by two or more directors (for example, due to a merger, acquisition, or job change), then the affected directors shall designate which individual shall continue to be a director and which director(s) shall resign, and the seat(s) of the latter shall become vacant. If no such designation is received prior to the next Board of Directors meeting or commencement of the period of an electronic action by the Board of Directors, the Board shall determine which director(s) by the affirmative vote of at least seventy-five percent (75%) of the other directors then in office (excluding the directors who are the subject of such vote) as provided in Article IV, Section 6 below. In the event that the Board cannot determine which director(s) should resign, then one of the affected directors shall be chosen through a random method and the other director(s) shall be deemed to have resigned.

Section 3. Selection and Term of Office of Directors.

The directors of the corporation shall be elected as follows:

(a) Consortium Directors.

Seven (7) directors shall be elected from time to time by Single Transferable Vote (Meeks) preferential voting of the Consortium Members present in person or represented by proxy at the meeting and entitled to vote thereon (the "Consortium Directors"). Each regularly elected Consortium Director (as compared to a director elected to fill an interim vacancy) shall be elected for a term of two (2) years. Each Consortium Director shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

(b) Partner Directors.

A total of up to four (4) directors shall be elected from time to time by the Partner Members (each, a "Partner Director"). Each Partner Member may elect one (1) individual to serve as a Partner Director, without requiring a meeting, by consenting to such action in writing. Solely for such purposes, each Partner Member shall be deemed to be a separate series within the class of Partner Members, and any such action by written consent of a Partner Member shall have the same force and effect as the unanimous vote of the applicable series within the class of Partner

Members. A Partner Member Representative may, but is not required to, serve as a Partner Director. Subject to Article IV, Section 5, each Partner Director shall serve at the pleasure of the Partner Member that elected them, and shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

(c) Board-Elected Directors.

Two (2) directors ("Board-Elected Directors") shall be elected for a term of two (2) years by a two-thirds vote of the Director Members, provided that no Board-Elected Director shall be entitled to vote on their own election or removal as a director. The Director Members shall nominate and elect the Board-Elected Directors taking into account the goals of promoting multi-stakeholder representation of the entire Web ecosystem on the Board of Directors, promoting diversity on the Board of Directors, liaising with other Web standards organizations, and any other considerations that the Board of Directors may deem appropriate from time to time.

(d) The Board of Directors shall establish, or delegate responsibility for establishing, reasonable procedures for the nomination and election of Consortium Directors given the nature, size, and operations of this corporation, including a reasonable means for Consortium Members to nominate a person for election as a Consortium Director, a reasonable opportunity for a nominee to communicate to the Consortium 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 Consortium Members entitled to vote thereon to choose among the nominees.

Section 4. Non-Voting Observers.

If any of the following persons is not then a director, they shall have the right to attend and participate at all Board of Directors meetings as non-voting observers, unless the Chair of the Board of Directors in their sole discretion declares an *in camera* session and provided that non-voting observers shall not be counted for purposes of determining quorum or voting:

(a) Tim Berners-Lee, by virtue of being the founder and previously sole Director of W3C; and

(b) Each of the then-serving President, Secretary and Treasurer of this corporation, by virtue of holding such office.

Section 5. Vacancies.

A vacancy shall be deemed to exist on the Board of Directors in the event that the actual number of directors is less than the number authorized by these Bylaws for any reason. If a seat filled by

(a) the Consortium Members shall become vacant less than three months before the next annual election of Consortium Directors, the Board of Directors in its discretion may, and if such a vacancy shall occur earlier the Directors shall, call an election to fill such seat,

(b) a Board-Elected Board seat becomes vacant, the Board of Directors may elect a successor, and

(c) a Partner Member becomes vacant, such seat shall be filled by the Partner Member that elected the departing director.

In each case, the successor director shall serve for the unexpired portion of the term of the departing director; provided, that in the event (a) there are fewer than four Partner Members due to a termination of membership in this corporation of any Partner Member(s), or (b) a Partner Member declines to designate a Partner Director, any resulting vacancies in Partner Director seats may be filled until the next annual election of Consortium Directors by a Super Majority Vote of the Board of Directors (as defined in Article IV Section 11(b) below), and thereafter the Director Members may continue to elect a Partner Director for two year terms; provided, however, that in the event that an existing Partner Member that declined to designate a Partner Director elects to appoint a Partner Director, or a new Partner Member is admitted to membership and desires to appoint a Partner Director, the term of any such substituted Partner Director shall terminate. No reduction in the number of directors shall have the effect of removing any director prior to the expiration of their term of office.

Section 6. Resignation and Removal.

Any director may resign at any time upon notice given in writing addressed to the Board of Directors or an officer of this corporation or by electronic transmission addressed to the Board of Directors or to an officer of this corporation. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events.

Any director may be removed with or without Cause, as defined below, at any time by the class or series of members entitled to elect such director. Any or all of the directors may be removed for Cause (a) by the Consortium Members, acting by a Requisite Member Vote, or (b) by all the members (voting together), upon the affirmative vote of at least a majority of the members present or represented by proxy at a meeting at which a quorum is present. Cause shall be defined as neglecting their duties as a director, acting in a manner that violates the statutory duties of a director, materially violating this corporation's Code of Conduct, materially violating a Board-adopted policy, or acting in a manner that brings discredit to or is against the best interests of this corporation.

Pursuant to Article Eleventh of the Certificate of Incorporation, (i) the Board of Directors may also remove any director for Cause by the affirmative vote of at least seventy-five percent (75%) of the other directors then in office (excluding the director who is the subject of such vote), and (ii) in the event of the termination of membership of any Partner Member, the director elected by such Partner Member shall immediately cease to be, and shall be automatically removed as, a director of the Corporation.

Section 7. Regular Board of Directors Meetings.

Regular meetings of the Board of Directors shall be held once per quarter, one of which shall be the annual meeting of the Board of Directors. Regular meetings shall be called by

the President, the Chair, or any two (2) directors, and noticed in accordance with Article IV, Section 9. Any business may be transacted at any regular meeting of the Board of Directors at which a quorum is present.

Section 8. Special Meetings.

Special meetings of the Board of Directors may be called by the President, the Chair, or any two (2) directors, and noticed in accordance with Article IV, Section 9. Any business may be transacted (whether or not specified in the notice of the meeting) at any special meeting of the Board of Directors at which a quorum is present.

Section 9. Place of Meetings; Notice.

Meetings of the Board of Directors may be held at a location inside or outside of the State of Delaware, or by telephone or other electronic means as permitted in Section 12 below, which is fixed by the Board of Directors or, in the case of a special meeting, by the person or persons calling the special meeting. Notice of regular meetings and any special meetings of the Board of Directors shall state the date, place (if any), and time of the meeting and shall be given to each director at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally, by telephone, including a voice messaging system, or by other system of technology designed to record and communicate messages, by facsimile, or by electronic transmission.

Section 10. Waiver of Notice.

Whenever notice is required to be given under any provision of these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or committee of the Board of Directors need be specified in any written waiver of notice or any waiver by electronic transmission. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. 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.

Section 11. Quorum, Action at Meeting, Adjournments.

(a) Except in the case of the removal of a director by the Board of Directors pursuant to Article IV, Section 6, or where a Super Majority Vote (as defined below) is required under these Bylaws, at all meetings of the Board of Directors a majority of Directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of such 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, the Certificate of Incorporation or these Bylaws.

(b) In order to pass a “Super Majority Vote”, a resolution must be taken at an in-person or electronic meeting of the Board of Directors at which at least sixty-six and two-thirds percent (66 2/3%) of the directors then in office are present and participating, and in support of which at least sixty-six and two-thirds percent (66 2/3%) of the directors then in office have voted affirmatively, or by an equivalent number of directors acting by written consent in the manner described in Article IV, Section 12. A Super Majority Vote of the Board of Directors shall be required with respect to the following matters:

- i. approving and recommending to the Consortium Members an agreement of merger or consolidation;
- ii. approving and recommending to the Consortium Members the sale, lease transfer or other disposition of all or substantially all of the assets or property of this corporation;
- iii. approving and recommending to the Consortium Members the dissolution, liquidation or winding up of this corporation or a revocation of any such dissolution, liquidation or winding up; and
- iv. any other matter specifically requiring a Super Majority Vote of the Board of Directors pursuant to these Bylaws.

(c) 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 12. Action Without a Meeting.

(a) Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action, other than a Super-Majority Vote, 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 Bylaws of this corporation) for the taking of any such action at a meeting consent thereto in writing or by electronic transmission (collectively, "by written consent"), 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 (which may be given by electronic transmission) of any action so taken is given to those directors who have not consented in writing or by electronic transmission; and

iii. one or more such directors have not objected in writing or by electronic transmission, to the taking of any such action by written consent, with such notice being delivered to this corporation within ten business days following the date that the original proposal to take action by written consent was mailed or otherwise delivered to such directors. For purposes of these Bylaws, a business day shall be any non-weekend day that is not then a Federal holiday in the United States.

(b) Notwithstanding the foregoing, the ability of one or more non-consenting directors to prevent the taking of an action by written consent under this Section 12 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 Bylaws, any action required or permitted to be taken at any meeting of any Board of Directors Committee may be taken in the manner set forth above.

After an action by consent is taken, the writing or writings or electronic transmission or transmissions shall be filed with the minutes of proceedings of the Board of 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.

Section 13. Telephone or Electronic Meetings.

Directors may participate in a meeting through use of conference telephones, electronic video screen, or other similar communications equipment so long as all directors participating in such meeting can hear one another (or, in the case of any participating directors who are deaf or hard of hearing, can communicate with one another in real time). Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

Section 14. Reliance.

Any director or member of a committee of the Board of Directors shall, in the performance of such director or committee member's duties, be fully protected in relying in good faith upon the records of this corporation and upon such information, opinions, reports, or statements presented to this corporation by any of this corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of this corporation.

Section 15. Inspection.

Every director shall have the right to examine this corporation's list of members and its other books and records for a purpose reasonably related to the director's position as a director.

Section 16. Board of Directors Compensation.

The Board of Directors may authorize the advance or reimbursement of actual reasonable expenses incurred by a director in carrying out their duties as a director.

Section 17. Executive Compensation.

For any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California, the Board of Directors (or a Board of Directors Committee) shall review any compensation packages (including all benefits) of the President or the chief executive officer and the Treasurer or chief financial officer, regardless of job title, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this corporation.

Section 18. Chair of the Board of Directors.

The Chair of the Board of Directors and, at the option of the Board of Directors by vote of the Board of Directors, a Vice Chair, shall be elected annually from among the directors by the Board of Directors and neither shall be deemed an officer of this corporation. The Chair and any Vice Chair of the Board of Directors shall serve at the pleasure of the Board of Directors and shall hold such position until their successor is elected and qualified or until their earlier resignation or removal. The Chair of the Board of Directors, and in the Chair's absence, any Vice Chair, and in the absence of any of the foregoing another Director (other than the President) appointed by the Chair, shall preside at all meetings of the Board of Directors and all meetings of the members and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**ARTICLE V
COMMITTEES**

Section 1. Board of Directors Committees.

The Board of Directors may, by resolution adopted by a majority of the directors then in office, create any number of Board of Directors Committees, each consisting of one or more directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Appointments to and removals from any Board of Directors Committee shall be made by any method determined by a majority of the directors then in office.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of this corporation except that no such committee shall have the power or authority to:

(a) approve or adopt, or recommend to the members, any action or matter (other than the election or removal of directors) expressly required by these Bylaws, the Certificate of Incorporation, or the Delaware General Corporation Law to be submitted to members for approval;

(b) amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;

(c) adopt, amend, or repeal these Bylaws;

(d) adopt amendments to the Certificate of Incorporation;

(e) fill a vacancy on the Board of Directors;

(f) fix the compensation of the directors for serving on the Board of Directors or on any Board of Directors Committee;

(g) take any other action at any time reserved solely to the full Board of Directors under the Delaware General Corporation Law; or

(h) adopt any resolution or approve any action that requires more than a majority vote of the Board of Directors under these Bylaws.

Section 2. Subcommittees.

Unless otherwise provided in the resolution of the Board of Directors designating the Board of Directors committee, such committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Section 3. Task Forces.

The Board of Directors may establish one or more Task Forces to advise the Board of Directors. A Task Force is not a Board of Directors Committee. The members of any Task Force may consist of directors or non-directors and may be appointed as the Board of Directors determines.

Task Forces may not exercise the authority of the Board of Directors to make decisions on behalf of this corporation, but shall be restricted to making recommendations to the Board of Directors or Board of Directors Committees, and implementing Board of Directors or Board of Directors Committee decisions and policies under the supervision and control of the Board of Directors or of the Board of Directors Committee.

Section 4. Audit Committee.

For any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California and has gross revenues of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental

entity requires an accounting, this corporation shall have an Audit Committee whose members shall be appointed by the Board of Directors, and who may include both directors and non-directors, subject to the following limitations:

(a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee;

(b) the chair of the Audit Committee may not be a member of the Finance Committee, if any;

(c) the Audit Committee may not include any member of the staff, including the President or chief executive officer and Treasurer or chief financial officer;

(d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this corporation; and

(e) Audit Committee members who are not directors may not receive compensation greater than the compensation paid to directors for their Board of Directors service.

The Audit Committee shall:

- i. recommend to the full Board of Directors of Directors for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor,
- ii. subject to the supervision of the full Board of Directors, negotiate the compensation of the auditor on behalf of the Board of Directors,
- iii. confer with the auditor to satisfy the Audit Committee members that the financial affairs of this corporation are in order,
- iv. review and determine whether to accept the audit, and
- v. approve performance of any non-audit services provided to this corporation by the auditor's firm.

Section 5. Meetings.

(a) Of Board of Directors Committees.

Meetings and actions of Board of Directors Committees or subcommittees thereof shall be governed by and held and taken in accordance with the provisions of Article IV of these Bylaws concerning meetings and actions of the Board of Directors, with such changes in the content of those Bylaws as are necessary to substitute the Board of Directors Committee and its members for the Board of Directors, except that each such Board of Directors Committee shall have a Chair (and optionally, Vice Chair) appointed by the Board of Directors. Minutes shall be kept of each meeting of any Board of Directors Committee and shall be filed with the corporate records.

(b) Of Task Forces.

Subject to the authority of the Board of Directors, Task Forces shall determine their own meeting rules and whether minutes shall be kept. The Board of Directors may adopt rules for the governance of any Board of Directors or Task Force not inconsistent with the provisions of these Bylaws.

ARTICLE VI OFFICERS

Section 1. Officers.

The officers of this corporation shall be a President, a Secretary, and a Treasurer. This corporation may also have, at the discretion of the Board of Directors, such other officers as may be appointed by the Board of Directors. No individual shall hold more than one office.

Section 2. Election.

The officers of this corporation shall be elected annually by the Board of Directors, and each shall serve at the pleasure of the Board of Directors, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold office until their successor is elected and qualified or until their earlier resignation or removal.

Section 3. Removal.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the affirmative vote of more than one half of the then serving directors.

Section 4. Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors or Chair of the Board of Directors or by electronic transmission addressed to the Board of Directors or Chair of the Board of Directors. A resignation is effective when delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Any resignation is without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party.

Section 5. Vacancies.

A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office.

Section 6. President.

The President shall be the chief executive officer of this corporation and shall, subject to control of the Board of Directors, generally supervise, direct, and control the business

and the officers of this corporation. The President shall not preside at any meeting of the Board of Directors; provided, that in the absence of the Chair of the Board of Directors, or a director designated by the Chair, the President shall designate a director to preside at such meeting. The President shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. Secretary.

The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors, its committees and the membership of this corporation, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. Treasurer.

The Treasurer shall supervise the charge and custody of all funds of this corporation, the deposit of such funds in the manner prescribed by the Board of Directors, and the keeping and maintaining of adequate and correct accounts of this corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**ARTICLE VII
INTERESTED DIRECTOR OR OFFICER TRANSACTIONS**

Section 1. Voidability of Transactions.

No contract or transaction between this corporation and:

- (a) any of its directors or officers,
- (b) any organization in which one or more of this corporation's directors or officers has or have a financial interest, or
- (c) any organization for which a director or officer of this corporation also serves as a director or officer,

shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee of the Board of Directors which authorizes the contract or transaction, or solely because any such director's or officer's vote was counted for such purpose, if:

- i. The material facts as to the director's or officer's 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 of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of at least

a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

- ii. The contract or transaction is fair to this corporation as of the time it is authorized, approved, or ratified by the Board of Directors or committee.

Section 2. Quorum.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes a contract or transaction described in Article VII, Section 1.

Section 3. Conflict of Interest Policy.

Each director and officer of this corporation shall comply with any policies of this corporation regarding conflicts of interest.

**ARTICLE VIII
INDEMNIFICATION AND INSURANCE**

Section 1. Indemnification.

To the fullest extent permitted by law:

(a) This corporation shall indemnify any Indemnified Person, for and against all expenses (including attorneys' fees), judgments, Fines and amounts paid in settlement actually and reasonably incurred by that Indemnified Person in connection with that Action. Notwithstanding the foregoing, this corporation shall indemnify any Indemnified Person seeking indemnification in connection with an Action (or part of an Action) initiated by that person only if that Action (or part of that Action) was authorized by the Board of Directors.

(b) This corporation will pay expenses as incurred by any Indemnified Person in connection with any Action; *provided, that*, if these expenses are to be paid in advance of the final disposition of an Action, then the payment of expenses will be made only upon delivery to this corporation of an undertaking, by or on behalf of the person, to repay all amounts so advanced if it is ultimately determined that the person is not entitled to be an Indemnified Person or otherwise. Notwithstanding the foregoing, this corporation shall pay expenses as incurred by any Indemnified Person in connection with an Action (or part of an Action) initiated by that person only if that Action (or part of that Action) was authorized by the Board of Directors.

(c) This corporation may purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against that person, whether or not this corporation would have the power to indemnify the person against that liability under the provisions of this Article VIII or otherwise.

(d) The provisions of this Article VIII will be applicable to all Actions made or commenced after the adoption of this Article VIII, whether arising from acts or omissions

occurring before or after its adoption. The provisions of this Article VIII will be deemed to be a contract between this corporation and each director or officer who serves in that capacity at any time while this Article and the relevant provisions of the laws of the State of Delaware and other applicable law, if any, are in effect, and any repeal or modification of this Article VIII will not adversely affect any right or protection of any Indemnified Person in respect of any act or omission occurring prior to the time of the repeal or modification.

(e) If any provision of this Article VIII will be found to be invalid or limited in application by reason of any law or regulation, that finding will not affect the validity of the remaining provisions of this Article VIII. The rights of indemnification provided in this Article VIII will neither be exclusive of, nor be deemed in limitation of, any rights to which any person described in subsection (a) of this Article VIII may otherwise be entitled or permitted by contract, the Certificate of Incorporation, vote of the Board of Directors, or otherwise, or as a matter of law, both as to actions in the person's official capacity and actions in any other capacity while holding that office, it being the policy of this corporation that indemnification of any Indemnified Person will be made to the fullest extent permitted by law.

(f) This corporation may, by vote of the Board of Directors, provide indemnification and advancement of expenses to employees and agents of this corporation with the same scope and effect as the foregoing indemnification of and advancement of expenses to directors and officers.

(g) Definitions. As used in this Article VIII, the following terms will have the following meanings:

“Action” means any threatened, pending, or completed action, suit, proceeding or inquiry (brought in the right of this corporation or otherwise), whether civil, criminal, administrative, or investigative, and whether formal or informal, including appeals arising from or in connection with the acts or omissions of this corporation or any person acting within the scope of such person's role with this corporation.

“Eligible Person” means: (1) any individual who is a former or current director or officer of this corporation; (2) any former or current director or officer of this corporation, who while a director or officer of this corporation, is or was serving at the request of this corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, which includes, without limitation, employee benefit plans; and (3) the foregoing persons' heirs, executors, guardians, administrators, assigns, and any other legal representatives.

“Fines” includes, without limitation, any excise taxes assessed on a person with respect to an employee benefit plan.

“Indemnified Person” means: any Eligible Person who was, or is, a party, or is threatened to be made a party to, or is involved in (including as a witness), any Action by reason of the fact that the person is an Eligible Person.

ARTICLE IX GRANTS ADMINISTRATION

Section 1. Purpose of Grants.

This corporation shall have the power to make grants and contributions and to render other financial assistance for the purposes expressed in the Certificate of Incorporation.

Section 2. Board of Directors Oversight.

The Board of Directors, or any person or persons on whom such power may be conferred by the Board of Directors, shall make policy with regard to grants. The Board of Directors shall retain ultimate control over all grants, contributions, and other financial assistance given by this corporation.

Section 3. Refusal; Withdrawal.

The Board of Directors, in its absolute discretion, shall have the right to refuse to make any grants or contributions, or to render other financial assistance, for any or all of the purposes for which the funds are requested. In addition, the Board of Directors, in its absolute discretion, shall have the right to withdraw its approval of any grant at any time and use the funds for other purposes within the scope of the purposes expressed in the Certificate of Incorporation, subject to any charitable trust imposed on such funds and any rights of third parties under any contract relating to such grant.

Section 4. Accounting.

The Board of Directors shall determine under what circumstances to require that grantees furnish a periodic accounting to show that the funds granted by this corporation were expended for the purposes that were approved by the Board of Directors.

Section 5. Restrictions on Contributions.

Unless otherwise determined by resolution of the Board of Directors in particular cases, this corporation shall retain complete control and discretion over the use of all contributions it receives, and all contributions received by this corporation from solicitations for specific grants shall be regarded as for the use of this corporation and not for any particular organization or individual mentioned in the solicitation. This corporation may accept contributions earmarked by the donor exclusively for allocation to one or more foreign organizations or individuals only if the Board of Directors of this corporation:

- (a) determines that the specific charitable activity for which the donation was made furthers this corporation's exempt purposes;
- (b) has approved in advance disbursements of funds to support such charitable activity;

(c) retains discretion and control as to the use of the contributions received by this corporation; and

(d) exercises appropriate supervision to ensure funds are actually spent for the intended purposes.

ARTICLE X NOTICES

Section 1. Delivery

(a) Without limiting the manner by which notice otherwise may be given effectively to members, any notice to members given by this corporation under any provision of the Delaware General Corporation Law (“DGCL”), the Certificate of Incorporation, or these Bylaws may be given in writing directed to the member’s mailing address (or by electronic transmission directed to the member’s electronic mail address, as applicable) as it appears on the records of this corporation and shall be given:

- i. if mailed, when the notice is deposited in the U.S. mail, postage prepaid,
- ii. if delivered by courier service, the earlier of when the notice is received or left at such member’s address or
- iii. if given by electronic mail, when directed to such member’s electronic mail address unless the member has notified this corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by subsection (e) of this Section. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding this corporation.

(b) Without limiting the manner by which notice otherwise may be given effectively to members, but subject to subsection (e) of this Section, any notice to members given by this corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the members to whom the notice is given. Any such consent shall be revocable by the member by written notice or electronic transmission to this corporation.

(c) Notice given pursuant to subsection (b) of this Section shall be deemed given:

- i. if by facsimile telecommunication, when directed to a number at which the member has consented to receive notice;
- ii. 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; and

iii. if by any other form of electronic transmission, when directed to the member or director.

(d) For purposes of these Bylaws,

i. “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), 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,

ii. “electronic mail” means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of this corporation who is available to assist with accessing such files and information) and

iii. “electronic mail address” means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the “local part” of the address) and a reference to an internet domain (commonly referred to as the “domain part” of the address), whether or not displayed, to which electronic mail can be sent or delivered.

(e) Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that:

i. this corporation is unable to deliver by such electronic transmission two consecutive notices given by this corporation and

ii. such inability becomes known to the secretary or an assistant secretary of this corporation or to any other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

(f) Without limiting the foregoing, this corporation adopts electronic mail as its principal source of communication with its members. Each member acknowledges and agrees that this corporation shall not be under any obligation (except as required by law or these Bylaws) 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.

(g) An affidavit of the secretary or an assistant secretary or other agent of this corporation that notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 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 Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

**ARTICLE XI
ANTITRUST COMPLIANCE**

Section 1. General

It is the good faith intention of this corporation to conduct all of its activities in conformance with all applicable international and U.S. federal and state antitrust laws, including the Sherman Act, the Clayton Act, the Robinson-Patman Act and the Federal Trade Commission Act, as well as all other applicable competition and other laws of foreign jurisdictions. The Board of Directors and the President shall consult legal counsel and seek legal review whenever necessary to ensure that the activities of this corporation are conducted in conformance with such laws.

Section 2. Availability of W3C Documents

It is the good faith objective of this corporation:

(a) to make each of its Recommendations, Specifications, Notes and other work product (“W3C Documents”) available as soon as its development and adoption by this corporation is complete on the same terms to all members who have not participated in the development or determination of such W3C Documents as well as to all those members who have participated,

(b) to make all such W3C Documents available at the same point in time to all members, and

(c) to make all such W3C Documents available to all non-members on fair and reasonable terms and conditions.

Section 3. No Obligation to Endorse

No member shall, by reason of its membership or participation in this corporation or otherwise, be obligated to license from this corporation, use or endorse any W3C Document or other document normatively referenced in a W3C Document, or to conform any of its products to any W3C Document, nor shall any such member be precluded from independently licensing, using or endorsing similar documents, software, or other documentation developed by others.

ARTICLE XII MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of this corporation shall end each year on December 31.

Section 2. Contracts, Notes, and Checks.

All contracts entered into on behalf of this corporation must be authorized by the Board of Directors or any person or persons on whom such power may be conferred by the Board of Directors, and, except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of this corporation shall be signed by any person or person on whom such power may be conferred by the Board of Directors.

Section 3. Amendments.

As provided in the Certificate of Incorporation, the Consortium Members or the Board of Directors may amend or repeal these Bylaws or adopt new bylaws. Any amendment or repeal of these Bylaws or the adoption of new bylaws shall require:

- (a) if by the Consortium Members acting alone, the Requisite Member Vote; or
- (b) if by the Board of Directors,
 - i. the affirmative vote of at least seventy-five percent (75%) of the directors then in office with
 - ii. Consortium Member approval by the Requisite Member Vote.

Section 4. Required Financial Audits.

For any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California and has gross revenues of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting, this corporation shall obtain a financial audit. Whether or not they are required by law, for any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California, any audited financial statements obtained by this corporation shall be made available for inspection by the Attorney General and the general public within nine months after the close of the fiscal year to which the statements relate, and shall remain available for three (3) years (1) by making them available at this corporation's principal,

regional, and district offices during regular business hours and (2) either by mailing a copy to any person who so requests in person or in writing or by posting them on this corporation's website.

Section 5. Governing Law.

These Bylaws shall be construed and interpreted in accordance with the laws of the State of Delaware as amended from time to time, so as to give full effect and validity to the intent and meaning of these Bylaws.

Section 6. Facts Ascertainable.

When the terms of these Bylaws refer to a specific agreement or other document to determine the meaning or operation of a provision hereof, the Secretary of the Corporation shall maintain a copy of such agreement or document at the principal executive offices of the corporation and a copy thereof shall be provided free of charge to any member of the Corporation who makes a request therefor.