

**BYLAWS
OF
UPnP™ FORUM**
(an Oregon Nonprofit Corporation)

SECTION 1 DEFINITIONS

The definitions set forth in the Amended UPnP Forum Membership Agreement (“Membership Agreement”), as may be amended from time-to-time (the “Membership Agreement”), and those set forth below, shall apply to these Bylaws.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Corporation**” means the UPnP Forum.

“**Member**” means general reference to all Steering Committee Members, Implementer Members and Basic members of the Corporation who have qualified for those classifications according to the provision of these Bylaws. Member does not mean a "member" as that term is defined under ORS 65.001(28), since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act.

“**Steering Committee**” has the same meaning as the “Board of Directors” of the Corporation as that term is defined under ORS 65.301.

SECTION 2 OFFICES

2.1 **Principal Office.** The initial principal office of the Corporation shall be located at the law offices of Schwabe, Williamson & Wyatt, c/o Tim Haslach, 1211 SW 5th Avenue, Portland, Oregon 97204. The designation of the Corporation’s principal office may be changed from time to time by the Steering Committee, which change of address shall be effective upon written notice to all Members.

2.2 **Other Offices.** The Corporation may also have offices at such other places, within or without of the State of Oregon, where it is qualified to do business, as its business and activities may require, and as the Steering Committee may, from time to time, designate.

2.3 **Registered Agent and Office.** The Corporation must continuously maintain in the State of Oregon both:

- (a) a registered agent, who must be:
 - (1) an individual who resides in the State of Oregon;
 - (2) a corporation, a domestic business corporation, domestic limited liability company or domestic professional corporation with an office in the State of Oregon; or

- (3) a foreign corporation, foreign business corporation, foreign limited liability company or foreign professional corporation authorized to transact business in the State of Oregon with an office in the State of Oregon; and
- (b) a registered office of the Corporation which must be the residence or office address of the registered agent.

SECTION 3 PURPOSES AND POWERS

- 3.1 **Code Section 501(c)(6) Purposes.** The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Code.
- 3.2 **Specific Objectives and Purposes.** The purpose of the Corporation is to develop and maintain standards for describing device protocols and XML-based device schemas for the purpose of enabling device-to-device interoperability in a scalable networked environment. In furtherance thereof, the Corporation shall:
 - (a) encourage rapid and broad industry-deployment of compliant products implementing these standards;
 - (b) solicit the participation and comments of all interested parties on a fair, equitable and open basis;
 - (c) ensure that its standardization processes include the proper balance between the rights of its Members to implement these standards and the desire of its Members to also retain rights in their own intellectual property; and
 - (d) encourage Members to innovate across all industries using these standards as a baseline.

In carrying out its purpose, the Corporation shall:

- (e) adopt a testing and device certification process which is based on standardized device control protocols;
- (f) administer the Universal Plug and Play logo licensing program;
- (g) disseminate information to Members (as defined below) and other interested persons regarding interconnectivity standards; and
- (h) engage in any other activities and programs that are reasonably related to or in furtherance of the foregoing purpose.

- 3.3 **General Powers.** The Corporation has perpetual duration, but may be dissolved at any time upon a unanimous vote of all members of the Steering Committee. The Corporation has succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its affairs.
- 3.4 **Compliance with Antitrust Laws.**
- (a) Each of the Members of the Corporation is committed to fostering competition in the development of new products and services, and the standards developed are intended to promote such competition. Each Member further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations.
 - (b) Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that they and all other Members are free to develop competing technologies and standards and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

SECTION 4 STEERING COMMITTEE

- 4.1 **Powers.** Subject to the provisions of the Oregon Nonprofit Corporation Act and any limitations in the Articles of Incorporation and these Bylaws, all corporate powers will be exercised by or under the authority of, and the affairs of the Corporation will be managed under the direction of, the Steering Committee, whose election or appointment, general powers and duties are provided for in the Membership Agreement, the terms of which are incorporated herein via this reference. At the organizational meeting of the Corporation, the incorporator shall appoint the initial Steering Committee, which shall consist of all persons then on the Steering Committee pursuant to the Membership Agreement.

SECTION 5 MEETINGS AND ACTION OF STEERING COMMITTEE

- 5.1 **Annual, Regular and Special Meetings.**
- (a) If the time and place of a Steering Committee meeting is fixed by these Bylaws or is regularly scheduled by the Steering Committee, the meeting is an annual or regularly scheduled periodic meeting. All other meetings are special meetings.
 - (b) Each of the annual meetings of Steering Committee shall be deemed a regular meeting. Other regularly scheduled periodic meetings of the

Steering Committee shall be held on dates and at times to be determined by a majority of the Steering Committee.

- (c) The Steering Committee may permit any or all of its members to participate in meetings by, or conduct the meeting through, use of any means of communication by which either all of its members participating may simultaneously hear or read each other's communications during the meeting or all communications during the meeting are immediately transmitted to each participating member, and each participating member is able to immediately send messages to all other participating members.
- (d) If a meeting is conducted through the use of any means described in Section 5.1(c), all participating members must be informed that a meeting is taking place at which official business may be transacted and a member participating in the meeting by this means is deemed to be present in person at the meeting.

5.2 **Action Without Meeting.**

- (a) As used in this Section 5.2:
 - (1) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.
 - (2) "Electronic signature" means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
 - (3) "Sign" includes an electronic signature.
 - (4) "Written" includes a communication that is transmitted or received by electronic means.
- (b) Action required or permitted to be taken at the Steering Committee meeting may be taken without a meeting if the action is evidenced by one or more written consents distributed to all members of the Steering Committee describing the action proposed, voted on affirmatively and signed by a sufficient number of Steering Committee members to pass the action, and included in the minutes or filed with the corporate records reflecting the action taken. Notwithstanding ORS 65.341(2), any such consents signed by fewer than all members of the Steering Committee may be subject to ratification at the next Steering Committee meeting.
- (c) Action taken under this Section 5.2 is effective when the last Steering Committee member signs the consent, unless the consent specifies an earlier or later effective date.

5.3 **Call and Notice of Meetings.**

- (a) Unless the Oregon Nonprofit Corporation Act provides otherwise, regularly scheduled periodic meetings of the Steering Committee must be preceded with thirty (30) days' notice to each member of the Steering Committee of the upcoming schedule for such meetings, with such notice including the date or schedule of dates and times for such meetings as well as the manner in which the meeting will be conducted. No other notice shall be required for regularly scheduled periodic meetings until such time as said schedule is amended.
- (b) Annual meetings of the Steering Committee must be preceded by at least thirty (30) days' notice to each member of the Steering Committee of the date, time and place of the meeting. Unless the Oregon Nonprofit Corporation Act provides otherwise, the notice need not describe the purpose of the Annual Meeting.
- (c) Special meetings of the Steering Committee must be preceded by at least seven (7) days' notice to each member of the Steering Committee of the date, time and place of the meeting and describe the purpose of the Special Meeting.
- (d) The Chairperson of the Steering Committee or twenty percent (20%) of the Steering Committee members currently in office may call and give notice of a Special Meeting of the Steering Committee.
- (e) The primary means for the provision of notice shall be via electronic mail to the Steering Committee at the electronic mail address as it appears on the records of the Corporation, provided that such notice shall be deemed to be delivered when sent to the member at his or her electronic mail address as it appears on the records of the Corporation, unless a delivery error message is received in response to the notice . If notification is provided by mail (including the U.S. Postal Service, express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the member at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth under these Bylaws or the laws of the State of Oregon. The waiver must be in writing, must be signed by the member entitled to the notice, must specify the meeting for which notice is waived and must be filed with the minutes or the corporate records.
- (f) A Steering Committee member's attendance at or participation in a meeting waives any required notice to the member of the meeting unless the member, at the beginning of the meeting, or promptly upon the

member's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

- 5.4 **Quorum/Voting.** The Steering Committee Quorum and Voting rules set forth in the Membership Agreement are incorporated herein.
- 5.5 **Conduct of Meetings.** Meetings shall be governed by such procedures as may be approved from time to time by the Steering Committee, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with the Oregon Nonprofit Corporations Act. Where practical, *Robert's Rules of Order* may be used as a guide in the conduct of meetings.

SECTION 6 LIABILITY AND INDEMNIFICATION

- 6.1 **Liability.** To the extent permissible under Oregon and Federal law, Steering Committee members shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.
- 6.2 **Indemnification.** The Corporation shall indemnify an individual who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the Corporation) because the individual is or was a member of the Steering Committee or officer of the Corporation against liability incurred in the action, suit or proceeding to the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended.
- 6.3 **Advance for Expenses.** The Corporation shall pay for or reimburse the reasonable expenses incurred by a Steering Committee member or officer of the Corporation who is a party to an action, suit or proceeding in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended.
- 6.4 **Not Exclusive.** This Section 6 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Steering Committee members, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of the Steering Committee or otherwise, both as to action in any official capacity and action in any other capacity while holding office or while an employee or agent of the Corporation.
- 6.5 **Insurance.** Except as may be otherwise provided under provisions of law, the Steering Committee, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Steering Committee member, officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not

the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or the Oregon Nonprofit Corporation Act.

SECTION 7 OFFICERS

- 7.1 **Required Officers.** The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Corporation may also have such other officers with such titles as may be determined from time to time by the Steering Committee. All officers shall be an employee or representative of a Member of the Steering Committee.
- 7.2 **Duties and Authority of Officers.** Each officer has the authority and will perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties and authority prescribed by the Steering Committee or by direction of an officer authorized by the Steering Committee to prescribe the duties of other officers.
- 7.3 **Election and Term of Office.** Officers shall be elected by a majority vote of the Steering Committee, at each annual meeting of the Steering Committee. Each officer shall hold office until he or she dies, resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.
- 7.4 **Removal and Resignation.**
- (a) The Steering Committee may remove any officer from his or her elected office, either with or without cause, at any time upon an affirmative vote of the members of the Steering Committee constituting the Steering Committee members eligible to vote minus one (1). The vote of the Steering Committee member which that officer represents will not be considered. An officer shall automatically be removed if the employer of the officer terminates its membership in the Corporation or its membership in the Steering Committee.
 - (b) Any officer may resign at any time by delivering written notice to the Corporation. A resignation is effective when received unless the notice specifies a later effective date and the acceptance of such resignation shall not be necessary to make it effective. If a resignation is made effective at a later date, the Steering Committee may fill the pending vacancy before the effective date if the Steering Committee provides that the successor does not take office until the effective date.
- 7.5 **Vacancies.** Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Steering Committee. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Steering Committee shall fill the vacancy.

- 7.6 **President.** The President shall be the chief executive officer and the chairperson of the Steering Committee of the Corporation. The President, acting in the capacity of the President, shall, subject to the control of the Steering Committee, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Steering Committee, including presiding as chairperson at all meetings of the Members. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Steering Committee.
- 7.7 **Vice President.** In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Steering Committee.
- 7.8 **Secretary.** The Secretary shall:
- (a) certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date;
 - (b) keep at the principal office of the Corporation or at such other place as the Steering Committee may determine, a book of minutes of all meetings of the Steering Committee, and, if applicable, meetings of committees of Steering Committee and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies;
 - (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
 - (d) advise the Members in writing of all new appointments to the Steering Committee;
 - (e) be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation;
 - (f) keep at the principal office of the Corporation a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record

such fact in the membership book together with the date on which such membership ceased;

- (g) exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Corporation; and
- (h) perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Steering Committee.

7.9 **Treasurer.** The Treasurer shall:

- (a) have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Steering Committee;
- (b) receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever;
- (c) disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Steering Committee, taking proper vouchers for such disbursements;
- (d) keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- (e) exhibit at all reasonable times the books of account and financial records to any Steering Committee member, or to his or her agent or attorney, on request therefore;
- (f) render to the President and Steering Committee, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation;
- (g) prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and
- (h) perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Steering Committee.

- 7.10 **Compensation.** Officers shall serve without compensation by the Corporation, unless the Steering Committee authorizes compensation. Nothing in this Section 7.10 shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a majority of Disinterested Steering Committee members. As used herein, the term “**Disinterested Steering Committee members**” shall mean Steering Committee members not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

SECTION 8 EXECUTIVE DIRECTOR.

- 8.1 **Executive Director Duties.** The corporation may have an Executive Director. The Executive Director of the Corporation, if any, shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:
- (1) scheduling and setting up meetings;
 - (2) facilitating communication between Members, including providing timely notices of meetings;
 - (3) acting as the liaison to other consortia or associations with which the Corporation may choose to associate;
 - (4) providing Members with timely minutes, summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director;
 - (5) receiving and processing membership agreements, and executing them on behalf of the Corporation; and
 - (6) performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Steering Committee or by the officers of the Corporation as permitted by law, the Articles of Incorporation and these Bylaws.
- 8.2 **Consulting and Services Agreement.** The Executive Director’s services shall be provided pursuant to a consulting and services agreement between such Executive Director and the Corporation.
- 8.3 **Engaging Third Parties.** The Executive Director may engage third parties to undertake the activities described in Section 8.1, provided that the Executive Director enters into appropriate contracts protective of the Corporation, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

SECTION 9 WORKING COMMITTEES

The Corporation shall have such Working Committees as are provided for under the Membership Agreement and their composition and actions shall be subject to the provisions thereof.

SECTION 10 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

- 10.1 **Execution of Instruments.** The Steering Committee, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.
- 10.2 **Checks and Notes.** Except as otherwise specifically determined by resolution of the Steering Committee, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation with a value of less than Fifty Thousand Dollars (\$50,000) may be signed by the President or Treasurer. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (\$50,000) must be presented to and approved by the Steering Committee for approval.
- 10.3 **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Steering Committee may select.

SECTION 11 CORPORATE RECORDS AND REPORTS

- 11.1 **Corporate Records.** The Corporation must keep as permanent records at its principal office:
- (a) minutes of all meetings of the Steering Committee, a record of all corporate action taken by the Steering Committee without a meeting, a record of all actions taken by committees of the Steering Committee on behalf of the Corporation, minutes of all meetings of any Working Committee;
 - (b) adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
 - (c) a record of its Members, indicating their names and addresses and, if applicable, termination date of any Member's membership; and

- (d) a copy of the following records:
 - (1) articles or restated articles of incorporation and all amendments to them currently in effect;
 - (2) bylaws or restated bylaws and all amendments to them currently in effect;
 - (3) a list of the names and business or home addresses of the current Steering Committee members and officers;
 - (4) the last three annual financial statements, if any, which may be consolidated or combined statements of the Corporation, as appropriate, including a balance sheet and statement of operations, if any, for that year, and which must be prepared on the basis of generally accepted accounting principles if financial statements are prepared for the Corporation on that basis;
 - (5) the last three accountant's reports if annual financial statements are reported upon by a public accountant; and
 - (6) the most recent annual report delivered to the Secretary of State.

11.2 **Form of Corporate Records.** The Corporation must maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

11.3 **Inspection Rights.** Subject to such confidentiality and nondisclosure requirements as the Steering Committee may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members have the absolute right at any reasonable time to come to the Corporation's offices and inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records and properties of this Corporation as may be required under the Articles of Incorporation, these Bylaws, and the Oregon Nonprofit Corporation Act.

11.4 **Right to Copy and Make Extracts.** Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Section 11 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

11.5 **Periodic Report.** The Steering Committee shall cause any annual or periodic report required under the laws of the State of Oregon to be prepared and delivered to an office of the State of Oregon or to the Members of this Corporation, to be so prepared and delivered within the time limits set by law.

SECTION 12 IRC SECTION 501(c)(6) TAX-EXEMPT PROVISIONS

- 12.1 **Limitation on Activities.** Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on by a Corporation exempt from Federal income tax under Section 501(c)(6) of the Code.
- 12.2 **Prohibition Against Private Increment.** No part of the Corporation’s net earnings shall inure to the benefit of, or be distributable to, its Members, Steering Committee members, officers, or other private persons, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.
- 12.3 **Distribution of Assets.** In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Steering Committee shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more Qualified Organizations, as defined below, as the Steering Committee shall determine. For purposes of this Section 12.3 “**Qualified Organization**” means a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by ORS 317.080 and who at the time (i) is exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c) of the Code, or (ii) qualifies as an organization to which contributions are deductible under Section 170(c)(1) of the Code.

SECTION 13 AMENDMENT OF BYLAWS

Unless otherwise provided in the Articles of Incorporation or these Bylaws, these Bylaws may only be altered, amended, or repealed, and new Bylaws adopted, upon unanimous approval of the Steering Committee. The Corporation must provide notice of any meeting of Steering Committee members at which an amendment is to be approved. The notice must be in accordance with Section 5.3(a). The notice must also state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to these Bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment.

SECTION 14 CONSTRUCTION AND TERMS

- 14.1 **Conflict.** If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, the provisions of the Articles of Incorporation shall govern.
- 14.2 **Unenforceable.** Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holdings.

14.3 **References.** All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation filed with an office of the State of Oregon and used to establish the legal existence of the Corporation.

14.4 **Termination of Membership.**

- (a) The membership of a Member shall terminate upon the occurrence of any of the following events:
 - (1) Upon a failure to initiate or renew membership by paying Member's Fees on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the Secretary or Executive Director of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within thirty (30) days from the Member's receipt of the written notification of delinquency.
 - (2) Upon fifteen (15) days' written notice from the Member to the Steering Committee indicating the Member's desire to terminate its membership in the Corporation; provided, however, that all obligations of the Member to the Corporation, including, without limitation, those set forth in the Members Agreement, incurred prior to the date of termination shall survive such termination.
 - (3) Upon unanimous vote of all disinterested Steering Committee members when such Steering Committee members determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of membership contained in these Bylaws and in the Members Agreement.
 - (4) Upon a Member's dissolution.
 - (5) Upon the occurrence of a merger as provided for in Section 14.4(b), below, but then only as to the non-resulting entity.
- (b) In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) membership.
- (c) All rights and obligations of a Member in the Corporation shall cease on termination of membership, except as otherwise provided herein or in the Membership Agreement with the terminating Member. A Member terminated from the Corporation shall not receive any refund of dues already paid for the current dues period.

SECTION 15 MEMBER RIGHTS

- 15.1 **Members.** The Corporation shall have three (3) classes of membership known as Steering Committee Members, Implementer Members, and Basic Members. All Members, regardless of membership classification, must sign the Membership Agreement and, where applicable, pay such annual dues as may be prescribed by the Steering Committee for their class of membership. While a Member and its Affiliates (as Affiliate is defined in the UPnP Forum Membership Agreement) shall be deemed a single Member under the UPnP Forum Membership Agreement for all purposes including, without limitation, the IPR Policy obligations set forth in Section 3 of the UPnP Forum Membership Agreement, individual Affiliates of a Member may execute the Implementer Level Membership Addendum (see Section 15.3, below) and pay the applicable dues in order to be entitled to the benefits of Implementer Membership, provided, however, that a Member and its applicable Affiliate(s) in the aggregate shall only be entitled to one vote on any matter on which such Member or its applicable Affiliates shall be entitled to vote. Members and their Affiliates will notify UPnP Forum in writing as to which Member or Affiliate will exercise that single right to vote. In the event that a Member and its applicable Affiliate(s) do cast more than one vote on any such matter, all votes of Member and Affiliates may be disqualified.
- 15.2 **Steering Committee Members.** The Steering Committee Members shall consist of all Members of the Steering Committee of the Forum, as they may be elected or appointed as such from time to time, who qualify for membership as provided under these Bylaws. No Member and its applicable Affiliate(s) in the aggregate, may hold more than one (1) Steering Committee Membership. Steering Committee Members shall execute the Steering Committee Level Membership Addendum and pay such annual dues as may be prescribed from time-to-time by the Steering Committee. Failure to pay such dues shall be deemed a withdrawal from the Steering Committee Member class of membership in the Corporation and, unless accompanied by a notice of withdrawal from the Corporation, the former Steering Committee Member shall become a Basic Member, or if they were an Implementer Member and have paid the necessary dues for that class of membership, an Implementer Member. So long as they remain in good standing, all Steering Committee Members shall be permitted to submit UPnP devices for testing and certification by the Corporation or its authorized vendors.
- 15.3 **Implementer Members.** The Implementer Members shall consist of those Members not otherwise entitled to be Steering Committee Members and who execute the Implementer Level Membership Addendum and pay such annual dues as may be prescribed from time-to-time by the Steering Committee. Failure to pay such dues shall be deemed a withdrawal from the Implementer Member class of membership in the Corporation and, unless accompanied by a notice of withdrawal from the Corporation, the former Implementer Member shall become a Basic Member. So long as they remain in good standing, all Implementer Members shall be permitted to submit UPnP devices for testing and certification by the Corporation or its authorized vendors.

- 15.4 **Basic Members.** The Basic Members shall consist of those Members who have signed the Membership Agreement but have not paid the annual dues prescribed by the Steering Committee for the Implementer Member or Steering Committee Member classes of Membership. Basic Members shall not be permitted to submit UPnP devices for testing and certification by the Corporation or its authorized vendors.
- 15.5 **General Benefits.** Among other benefits specifically afforded to Members who remain in good standing are:
- (a) the right to be listed (with a hyperlink to the Member's Web site) as a Member on the Corporation's Web site and in press releases of the Corporation;
 - (b) the right to access any and all Basic Member portions of the Corporation's Web site and any electronic transmissions therefrom via reflector;
 - (c) the right to access Member-only confidential information, including but not limited to draft standards, specifications and internal working documents of the Corporation;
 - (d) the right to receive support documentation and materials concerning the Corporation's standards and specifications; and
 - (e) the rights conferred upon all Members pursuant to the IPR Policy set forth in the Membership Agreement.

In addition to the foregoing, the Steering Committee may from time to time approve other benefits to which all Members may be entitled.

SECTION 16 DISPUTES AND DISPUTE RESOLUTION

- 16.1 **Application.** The following provisions apply in the event of dispute between a Member and the Corporation. Notwithstanding anything else herein, this Section 16 shall only apply to disputes between the Corporation and its Members and shall not apply to any disputes between Members or between the Members and third parties.
- 16.2 **Waiver of Warranties.** ALL PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS AND ANY ASSOCIATED TEST CONFIGURATION FILES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." THE CORPORATION AND ITS REPRESENTATIVES AND AGENTS (INCLUDING STEERING COMMITTEE REPRESENTATIVES AND WORKING COMMITTEE CHAIRS) (A) TAKE NO POSITION AS TO WHETHER ANY INTELLECTUAL PROPERTY RIGHTS EXIST IN THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, IN ANY STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS OR IN

ANY ASSOCIATED TEST CONFIGURATION FILES; (B) MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS AND ASSOCIATED TEST CONFIGURATION FILES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OR RESULTS OR OF LACK OF NEGLIGENCE. FURTHER, THE CORPORATION AND ITS AGENTS AND REPRESENTATIVES (INCLUDING STEERING COMMITTEE REPRESENTATIVES AND WORKING COMMITTEE CHAIRS) HAVE NO OBLIGATION TO UNDERTAKE, AND HAVE NOT UNDERTAKEN, ON BEHALF OF THE UPNP FORUM OR ITS MEMBERS, ANY PATENT SEARCH WITH RESPECT TO THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS AND ASSOCIATED TEST CONFIGURATION FILES. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED AS A RESTRICTION ON ANY MEMBER CONDUCTING ITS OWN DUE DILIGENCE OR OTHER TECHNOLOGY SEARCH OR SCREENING WITH RESPECT TO THE PROPOSED OR APPROVED DCP FRAMEWORKS, PROPOSED DCPS, STANDARDIZED DCPS, REFERENCE IMPLEMENTATIONS, ANY ASSOCIATED TEST CONFIGURATION FILES OR ANY OTHER UPNP TECHNOLOGY.

- 16.3 **Limitation of Liability.** IN NO EVENT SHALL THE CORPORATION BE LIABLE TO ANY MEMBER OR THIRD PARTY, OR ITS MEMBERS LIABLE TO THE CORPORATION OR THIRD PARTY, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF THE CORPORATION, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THESE BYLAWS OR THE MEMBERSHIP AGREEMENT, FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.
- 16.4 **Mediation.** The parties agree to first submit any controversy or claim between any Member and the Corporation arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in Portland, Oregon, by a mediator to be selected by the parties from among the Seattle, Washington panelists of Judicial

Arbitration and Mediation Services, Inc. (“JAMS”). The parties agree to mediate in good faith over a minimum period of thirty (30) days.

16.5 **Arbitration.** Any controversy or claim between any Member and the Corporation arising out of or related to these Bylaws not resolved by mediation shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules (the “Rules”) of the JAMS, and the procedures set forth below. In the event any inconsistency between the Rules of JAMS and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction thereof.

- (a) Location. The location of the mediation and arbitration shall be in Portland, Oregon, or a location where the parties mutually agree.
- (b) Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) JAMS arbitrators who are independent and disinterested with respect to the Corporation. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by JAMS from among their panelists with relevant expertise.
- (c) Case Management. Prompt resolution of any dispute between any Member and Corporation is important to all parties and the parties agree that the arbitration of any such dispute shall be conducted expeditiously. The arbitrators shall be instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, prehearing discovery and activities), in order to complete the arbitration as expeditiously as possible.
- (d) Remedies. The arbitrators may grant such legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a State or Federal court; provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in these Bylaws.
- (e) Expenses. The expenses of the arbitration, including the arbitrators’ fees, shall be shared equally among the parties. Each party shall be responsible for its own attorneys’ fees, including expert witnesses.
- (f) Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as Steering Committee members, trustees, experts, investors, insurers, legal counsel, and when required to disclose by applicable securities laws.

(g) Intellectual Property. There shall be no arbitration of issues of the validity, infringement or enforceability of patents or copyrights. Further, this section does not apply to any Intellectual Property Rights of a Member with respect to other Members or third parties.

16.6 **Survival.** This Section 16 shall survive any termination of membership pursuant to Section 14.4 or any other reason.

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