

**BYLAWS OF
PCI-SIG**

(An Oregon Nonprofit Corporation)

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BYLAWS OF PCI-SIG

(An Oregon Nonprofit Corporation)

ARTICLE 1.. DEFINITIONS

“**Affiliate**” or “**Affiliates**” shall mean an entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity (“Control”), or is Controlled by another entity, or is under common Control with another entity, so long as such Control exists.

“**Corporation**” shall mean the PCI-SIG.

“**disinterested Director**” shall mean the Directors of the Corporation that do not have a direct or indirect interest in a proposed transaction.

“**Executive Director**” shall mean an officer of the Corporation whose duties and responsibilities are set forth in Section 5.9 below. The term “Executive Director” shall not designate a member of the Board of Directors.

“**Member**” shall mean all Members of the Corporation who so qualify in accordance with the provisions of Article 12. The rights of the Members of the Corporation will not include rights to take any of the following actions or vote upon any of the following actions: 1) to remove Directors, (2) to change the number of Directors, (3) to dispose of, through sale or otherwise, the Corporation’s assets or to merge with another entity, (4) to dissolve the Corporation or (5) to approve a [conflict-of-interest](#) transaction.

ARTICLE 2.. OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 3855 SW 153rd Drive Beaverton, OR 970036, attn: Vital Technical Marketing. The Corporation may change its principal office upon notice to the Members.

SECTION 2.2 CHANGE OF ADDRESS

The designation of the Corporation's principal office may be changed from time to time by the Board of Directors.

SECTION 2.3 OTHER OFFICES

The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

SECTION 2.4 PURPOSE

The Corporation and its Members are committed to monitoring and enhancing the development of the Peripheral Component Interconnect (“PCI”). The Corporation was formed to achieve this purpose by among other matters (1) striving for compatibility of all PCI specification revisions or addenda; (2) maintaining the PCI architecture as a simple, easy to implement, stable technology in the spirit of its design; (3) contributing to the establishment of PCI as an industry standard; and (4) maintaining the technical longevity of the PCI architecture. The Corporation may make or propose technical standards and interface with other groups or bodies developing such standards.

SECTION 2.5 DURATION

The duration of the Corporation shall be perpetual, but may be dissolved at any time upon a 2/3rds majority vote of all members of the Board of Directors.

SECTION 2.6 COMPLIANCE WITH ANTITRUST LAWS

The Members of the Corporation understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations.

Without limiting the generality of the foregoing, the Members of the Corporation acknowledge that the Corporation prohibits any discussion on costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers or any other topic that may be construed as a violation of antitrust laws. Accordingly, each Member will counsel its representatives on the importance of limiting the scope of their discussions to the topics which relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

ARTICLE 3. NONPROFIT PURPOSES

SECTION 3.1 1 IRC 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 Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Internal Revenue Code.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is a nonprofit corporation formed for the specific objectives and purposes stated in Section 2.4, above, and such other purposes as may be permitted under the laws of the State of Oregon.

ARTICLE 4. DIRECTORS

SECTION 4.1 NUMBER

The Initial Board of Directors of the Corporation shall consist of nine (9) persons. The number of Directors of the Corporation may vary between a minimum of five (5) Directors and a maximum of nine (9) Directors, the exact number to be fixed from time to time by resolution of the Board of Directors, but no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The number of Directors of the Corporation may be changed by unanimous approval of the Board of Directors.

SECTION 4.2 POWERS

Subject to the provisions of the Oregon Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the Members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 4.3 DUTIES

It shall be the duty of the Directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their physical addresses and email addresses with the Executive Director of the Corporation, and notices of meetings given in accordance with Section 4.10 shall be valid notices thereof;
- (f) Elect annually a ~~Chairman~~Chairperson to preside over the Board of Directors' meetings or to take such action as may be agreed upon by the Board of Directors;
- (g) Establish, charter, and disband committees, including Work Groups, as appropriate to conduct the work of the Corporation;
- (h) Establish policies and procedures for the consideration of Engineering Change Requests ("ECRs"), Engineering Change Notices ("ECNs") and other changes or refinements to PCI architectural standards;
- (i) Consider for approval or rejection any public statement, press release or similar public materials concerning the PCI standards or the business of the Corporation prior to making such materials public;

(j) Consider for approval or rejection the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;

(k) Establish annual dues for Members;

(l) Make a yearly evaluation of the Corporation's fulfillment of its purposes;

(m) Establish or revise the rights and privileges of Members; and

(n) Such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the Internal Revenue Code.

SECTION 4.4 ELECTION OF DIRECTORS

Directors must be employees of a Member of the Corporation and that Member must have demonstrated a commitment to the activities and purposes of the Corporation either during its formation or otherwise prior to nomination of their representative for election to the Board of Directors. Except for the Initial Directors, the positions shall be elected by the Members from among not more than twelve (12) candidates, nominated by majority vote of the Board whose terms are then expiring.

Members wishing to have an employee nominated must provide written notice of the same to the Board thirty (30) days prior to the quarterly meeting of the Board of Directors immediately preceding the next Annual Meeting of the Members. Such notice shall include certification that that Member or its representative has actively participated in the activities of the Corporation during the prior twelve (12) month period. The notice shall also include evidence of and that: (1) the Member possesses and will contribute sufficient technical and marketing resources to invest in the Corporation's activities; and (2) the Member is committed to producing PCI products. No Member may have more than one (1) employee or representative elected to the Board of Directors at any given time. For purposes of these Bylaws, a Member and its Affiliates shall be deemed as one (1) Member.

At such time as all nominees for the Directors are known, but in no event later than the date specified for notice of the Annual Meeting of the Members as set forth in Section 13.4, below, the Executive Director shall provide each Member with a written slate containing the names of all nominees. Voting for the election of Directors shall be exclusively by written ballot and may be completed prior to ~~by~~ the time of the Annual Meeting of the Members, with Members being provided with no less than fourteen (14) days to submit their votes for Directors. Each Member may cast one (1) vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the new Board. The candidates receiving the highest number of votes shall be elected, up to the number of Directors to be elected.

In the event of a tie between two (2) or more individuals seeking election to the Board of Directors, the existing members of the Board of Directors who are not otherwise tied for re-election to the Board of Directors shall, via majority vote, break any and all ties in the election of the new Board of Directors.

The newly elected Board of Directors shall elect a ~~Chairman~~Chairperson of the Board by majority vote at the first Meeting of the Board of Directors convened following their election. The ~~Chairman~~Chairperson of the Board may also act as the President of the Corporation. In the event that the ~~Chairman~~Chairperson steps down for any reason, the Board of Directors shall elect a new ~~Chairman~~Chairperson of the Board.

The Initial Board of Directors and ~~Chairman~~Chairperson of the Board shall be appointed by the incorporator and shall be composed of the individual representatives of the entities making up the Steering Committee of the Corporation's predecessor, unincorporated entity. Said members of the Initial Board of Directors shall serve until the first Annual Meeting or until their successors are elected.

SECTION 4.5 TERM OF OFFICE

Except as set forth herein, all Directors shall be elected and serve until the next Annual Meeting or when their successors are elected.

SECTION 4.6 COMPENSATION

Directors shall serve without compensation.

Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested Directors. As used herein, the term "disinterested Directors" shall mean Directors not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

SECTION 4.7 PLACE OF MEETINGS

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.8 ANNUAL MEETINGS

Annual Meetings of the Board of Directors shall be held as soon as practical following the election of the new members of the Board of Directors in conjunction with the Annual Meeting of Members.

SECTION 4.9 SPECIAL MEETINGS

Special Meetings of the Board of Directors may be called by any three (3) Directors, the Chairperson, President, or, if different, by the persons specifically authorized under the laws of the State of Oregon to call Special Meetings of the Board.

SECTION 4.10 NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:

(a) Annual Meetings. The Executive Director of the Corporation shall give at least sixty (60) days' prior notice to each Director.

(b) Special Meetings. The Executive Director of the Corporation shall give at least fourteen (14) days' prior notice to each Director.

The primary means for the provision of notice shall be via electronic mail to the Director at the electronic mail address as it appears on the records of the Corporation, provided that the Director to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. If notification is provided by mail, such notice shall be deemed to be delivered when deposited in the mail addressed to the Director 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 in ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.11 QUORUM FOR MEETINGS

A quorum shall consist of two-thirds (2/3) of the members of the Board of Directors.

In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

SECTION 4.12 BOARD ACTION

Unless the Articles of Incorporation, these Bylaws, the Membership Agreement or provisions of law require a greater voting percentage or different rules for approval of a matter by the Board, every act or decision done or made by two-thirds (2/3) of the Directors who vote (abstentions being a refusal to vote) on a matter at a meeting duly held at which a quorum is present is the act of the Board of Directors; provided, however, that no act or decision may be made by less than one-half (1/2) of the total number of Directors entitled to vote on a matter.

SECTION 4.13 CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the ~~Chairman~~Chairperson of the Board of Directors, elected at the Annual Meeting of the Board of Directors to serve until the next Annual Meeting of the Board of Directors or until their successors are elected, or in his or her absence, by an acting Chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

To the extent permitted by applicable law, a Director may designate an alternate representative from the same Member entity to attend a Board of Directors' meeting and vote in place of said absent Director pursuant to a proxy [signed-notification](#) by said Director.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, Robert's Rules of Order shall be used as a guide in the conduct of meetings.

Directors may participate in a regular or Special Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section 4.13 constitutes presence in person at such meeting.

SECTION 4.14 VACANCIES, RESIGNATIONS

Vacancies on the Board of Directors shall exist, (1) whenever the number of authorized Directors is increased; (2) whenever a Director resigns from the Board of Directors; (3) whenever a Director resigns from or is terminated from employment by the Member organization employing the Director at the time of the Director's election; and (4) whenever a Director's Member organization terminates its membership in the Corporation.

Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state. The Member employing the resigning Director may replace that Director with another employee by providing the Executive Director with written notice of the same within thirty (30) days after the effective date of the Director's resignation. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the Director's employment with the Member organization is for any reason terminated.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of the State of Oregon. Removal of a Director without cause shall require a unanimous vote of all Directors except for the Director being considered for removal.

If the Member or Members who have the right under this Section 4.14 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Member employing the Director has terminated its membership in the Corporation, the vacancy may be filled by approval of a majority of the Directors then in office or by a sole remaining Director. A person elected to fill a vacancy on the Board shall hold office until the next election of the Board of Directors or until his or her death, resignation or removal from office.

In the event that two (2) or more Directors' Member organizations are merged or a Director's Member organization is acquired by another Director's Member organization, the resulting or acquiring Member shall designate which of the Directors is to remain on the Board

and the other Director or Directors will be removed from the Board immediately upon the closing of the acquisition or merger.

SECTION 4.15 NONLIABILITY OF DIRECTORS

To the extent permissible under Oregon and Federal law, Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 4.16 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS

To the fullest extent not prohibited by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended, the Corporation:

Shall indemnify any person 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), by reason of the fact that the person is or was a Director of the Corporation and acting on behalf of the Corporation; and

This Section 4.16 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of Members or Directors 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.

SECTION 4.17 INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under provisions of law, the Board of Directors, 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 Director, 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 provisions of law

SECTION 4.18 BOARD ACTION WITHOUT A MEETING

Any Action that the Board of Directors is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Such action by signed consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board. Nothing in this Section 4.18 is intended to prohibit or preclude the Board of Directors from taking an action in accordance with ORS 65.212.

SECTION 4.19 BOARD ACTION BY ELECTRONIC MAIL

Any action that the Board of Directors is required or permitted to take may be taken without a meeting, using electronic mail or other electronic means, provided such action is taken

in accordance with this Section 4.19 and ORS 65.212. The Corporation must ensure that it has the electronic mail address of each Director. Before taking an action under this Section 4.19, the Corporation shall send to the electronic mail address that each Director provided to the Corporation for receiving communications from the Corporation an electronic mail announcement that states that the Board of Directors will take the action. The communication must include the following: (a) a description of the matter on which the Board of Directors will take action; and (b) specify a deadline of not less than 9648 hours after the time the Corporation sends the announcement in which a Director may record the Director's vote. A Director may change their vote at any time prior to the deadline set forth in the communication. An affirmative vote of two-thirds (2/3) of all the Directors by means of electronic mail under this Section is an act of the board unless these Bylaws require a greater number to vote on a matter. Any communication sent in accordance with this Section 4.19 and the corresponding record of the Director votes shall be filed by the Corporation to document the action taken by the Board of Directors. The Board of Directors may use electronic mail to discuss, but not take action on, issues that come before the board, without complying with this Section 4.19.

ARTICLE 5. OFFICERS

SECTION 5.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer and an Executive Director. The Corporation may also have one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, and other such officers with such titles as may be determined from time to time by the Board of Directors. With the exception of the President and Vice President, no other officer need be an employee of a Member. The President and Vice President shall each be a Directors at the time of their election.

SECTION 5.2 ELECTION AND TERM OF OFFICE

Officers shall be elected by majority vote of the Board of Directors, at each Annual Meeting of the Board of Directors, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 5.3 REMOVAL AND RESIGNATION

The Board of Directors may remove any officer from their elected office, either with or without cause, at any time upon unanimous vote of the members of the Board of Directors, minus one (1). An officer who is also an employee of a Member shall automatically be removed if the employer of the officer terminates its membership. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 5.3 shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

SECTION 5.4 VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. 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 Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 5.5 DUTIES OF PRESIDENT

The President shall be the chief executive officer and may also be the ~~Chairman~~Chairperson of the Board of Directors of the Corporation. The President, acting in the capacity of the President, shall, subject to the control of the Board of Directors, 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 Board of Directors, 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 Board of Directors.

SECTION 5.6 DUTIES OF 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 Board of Directors.

SECTION 5.7 DUTIES OF SECRETARY

The Secretary shall:

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.

Keep at the principal office of the Corporation or at such other place as the Board may determine, a ~~collection~~book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors 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.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.

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.

Keep at the principal office of the Corporation a membership ~~book-roll~~ 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-roll~~ together with the date on which such membership ceased.

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 ~~rollbook~~, and the minutes of the proceedings of the Members of the Corporation.

In general, 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 Board of Directors.

Any of the records required to be kept by the Corporation as described in Section 5.7 may be kept in electronic form. The Secretary may delegate to the staff of the Corporation one or more of the foregoing duties; provided, however, that the Secretary will remain ultimately responsible for any of the delegated duties.

SECTION 5.8 DUTIES OF TREASURER

The Treasurer shall:

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 Board of Directors.

Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

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.

Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefore.

Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, 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 Board of Directors.

The Treasurer may delegate to the staff of the Corporation one or more of the foregoing duties; provided, however, that the ~~Secretary~~Treasurer will remain ultimately responsible for any of the delegated duties.

SECTION 5.9 EXECUTIVE DIRECTOR

The Executive Director of the Corporation agrees to perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

Scheduling and setting up meetings.

Facilitating communication between Members, including providing timely notices of meetings.

Acting as the liaison to other consortiums or associations with which the Corporation may choose to associate.

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.

Receiving and processing Membership Agreements.

In general, 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 Board of Directors.

The Executive Director may engage third parties to undertake such activities, 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 5.10 COMPENSATION

With the exception of the Executive Director, whose services shall be provided pursuant to a consulting and services agreement between the Corporation and an outside contractor, the officers shall serve without compensation, unless the Board of Directors authorizes compensation.

Nothing herein contained 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 Directors as defined in Section 4.6, above.

ARTICLE 6. COMMITTEES

SECTION 6.1 SPECIAL COMMITTEES AND WORK GROUPS

The Corporation shall have such committees as may from time to time be designated upon vote of the Board of Directors. These committees shall be Work Groups and Special Committees. The Board of Directors shall appoint the chairperson of each committee, including replacements.

SECTION 6.2 MEETINGS AND ACTION OF SPECIAL COMMITTEES

Meetings and actions of the Special Committees shall be governed by, noticed, held and taken in accordance with such Committee Procedures as the Board of Directors may adopt. The Board of Directors from time to time may amend such Committee Procedures, via action of the Board of Directors. Upon establishment of a Work Group, the Work Group may, through its Chairperson, propose Work Group Specific Procedures, for adoption via action of the Board of Directors. Work Group Specific Procedures not otherwise incorporated into the general Committee Procedures adopted by the Board of Directors shall apply only to the Work Group proposing such procedures.

SECTION 6.3 MEETINGS AND ACTION OF WORK GROUPS

SECTION 6.3.1 FORMATION

The Members may propose to the Board of Directors the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the purposes of such Work Group, and the Members that initially desire to participate in such Work Group. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, and (ii) appoint the initial and any replacement chairperson of such Work Group.

Information about the ~~The Board of Directors shall provide timely notice of the formation~~ Corporation's Work Groups and ~~the leadership of chairperson of~~ each Work Group will be made available to all Members as well as the then-current Committee Procedures which will govern the actions of such Work Group.

SECTION 6.3.2 COMPOSITION

Subject to the approval of the Work Group chairperson and the Board of Directors, a Member may propose candidates for membership in the Work Group. The Board of Directors may, from time to time, develop and publish general minimum standards for membership in Work Groups as part of its Committee Procedures or Work Group Specific Procedures.

SECTION 6.3.3 RECORD OF ACTIVITIES

The Work Group shall elect a secretary or other person to document and record the Work Group's activities.

SECTION 6.3.4 MEETINGS

Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Board of Directors. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Committee Procedures or Work Group Specific Procedures adopted by the Board of Directors. Where practical, Robert's Rules of Order shall be used as a guide in the conduct of meetings.

SECTION 6.3.5 REMOVAL FROM WORK GROUPS

The then-current Committee Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

ARTICLE 7. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 7.1 EXECUTION OF INSTRUMENTS

The Board of Directors, 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.

SECTION 7.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, 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 One Hundred Thousand Dollars (\$100,000) shall be signed by the President, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of One Hundred Thousand Dollars (\$100,000), shall require the signatures of two (2) or more of the above-listed officers and a special resolution of the Board of Directors.

SECTION 7.3 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 Board of Directors may select.

ARTICLE 8. CORPORATE RECORDS AND REPORTS

SECTION 8.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

(a) Minutes of all meetings of the Board of Directors, all meetings of committees of the Board of Directors, minutes of all meetings of any Work Group or Special Committee, and all meetings of Members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof including all proxies;

(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, if any, indicating their names and addresses and, if applicable, the class of membership held by each Member and the termination date of any membership; and

(d) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Members, if any, of the Corporation at all reasonable times during office hours.

SECTION 8.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, every Member and Director shall have the absolute right at any reasonable time to 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, other provisions of these Bylaws, and provisions of law.

SECTION 8.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 8 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 8.4 PERIODIC REPORT

The Board 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, if any, of this Corporation, to be so prepared and delivered within the time limits set by law.

ARTICLE 9. IRC 501(C)(6) TAX EXEMPTION PROVISIONS

SECTION 9.1 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 Internal Revenue Code (the "Code").

SECTION 9.2 PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Members, Directors or trustees, officers, or other private persons, except that the 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.

SECTION 9.3 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 Board of Directors 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 Board of Directors shall determine. For purposes of this Section 9.3 “Qualified Organization” shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by Oregon Revised Statute Section 317.080, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

ARTICLE 10. AMENDMENT OF BYLAWS

Except where otherwise provided for in individual Articles herein, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by approval of two-thirds (2/3) of the Board of Directors of the Corporation.

ARTICLE 11. CONSTRUCTION AND TERMS

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.

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.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter, Corporate Charter, or other founding document of the Corporation filed with an office of this state and used to establish the legal existence of the Corporation.

All references in these Bylaws to a section or sections of the Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

ARTICLE 12. MEMBERSHIP PROVISIONS

SECTION 12.1 DETERMINATION AND RIGHTS OF MEMBERS

The Corporation shall have Members and classes of membership (“Membership Classifications”) as defined by the Board of Directors. No Member shall hold more than one (1) membership in the Corporation. For purposes of this Section a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Member Agreements, the Articles of Incorporation, the Bylaws of this Corporation, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors.

Among the benefits generally to be afforded to the Members are:

- (1) The right to attend and participate in Compliance Workshops [and training events](#) conducted by the Corporation;
- (2) The right to submit proposed revisions and addendum proposals for the Corporation's Specifications (as defined in Section 15.1(e) below) and design guides to the Board of Directors;
- (3) The right to participate, upon appointment by the Board of Directors, in the activities of Special Committees and Work Groups;
- (4) With the exception of the Initial Board, the right to vote on the composition of the Board of Directors of the Corporation;
- (5) The right to technical support, [in a manner chosen by the Board of Directors](#), with regard to then-supported Specifications and design guides of the Corporation;
- (6) The right to receive support documentation and materials concerning the Corporation's Specifications and design guides;
- (7) Subject to such procedures as may be adopted by the Board of Directors, the right to review and comment on new Specifications and design guides of the Corporation prior to their adoption by the Corporation;
- (8) The right to receive a vendor identification number for use with their products and services and the right to use that vendor identification number so long as they are a Member in good standing of the Corporation; and
- (9) The right, during the term of their membership, a fully paid, non-transferable, non-sublicensable, world wide license to make use of the Corporation's trademarks, service marks and logo types in compliance with the then current Trademark and Logo Usage Guidelines, which may be amended from time-to-time by the Corporation. Upon expiration or termination of membership, a Member's license granted hereunder shall automatically terminate. The Corporation shall retain the right to restrain a Member's use of the Corporation's trademarks, service marks and logos in violation of the Trademarks and Logo Usage Guidelines.

With the exception of the right to vote on the election of the Board of Directors, all other matters put forward to a vote of the Members shall be advisory in nature and not binding upon the Corporation or its Board of Directors.

SECTION 12.2 QUALIFICATIONS FOR MEMBERSHIP

The qualifications for membership in this Corporation are as follows:

Any for-profit corporation, nonprofit corporation, government organization, educational institution or other enterprise supportive of this Corporation's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws is qualified to become a Member of the Corporation.

SECTION 12.3 ADMISSION TO MEMBERSHIP

Applicants qualified under Section 12.2 above, shall be admitted to membership upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Membership Agreement; and payment of the applicable annual dues as specified on the Membership Agreement.

SECTION 12.4 FEES AND DUES

The annual dues payable to the Corporation by each class of Members shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues shall be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues shall be due and payable on the anniversary of such initial written commitment. If any Member is delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

SECTION 12.5 NUMBER OF MEMBERS

There is no limit on the number of Members the Corporation may admit.

SECTION 12.6 MEMBERSHIP ROLL

The Corporation shall keep a membership roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member organization who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute this information within his or her organization, and vote on all issues submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership. Such roll shall be kept at the Corporation's principal office. Membership in the Corporation is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties.

SECTION 12.7 NONLIABILITY OF MEMBERS

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

SECTION 12.8 NONTRANSFERABILITY OF MEMBERSHIPS

All rights of membership cease upon the Member's dissolution. No membership may be assigned without the prior written consent of the Corporation, and any purported assignment without such written approval shall be null and void.

SECTION 12.9 TERMINATION OF MEMBERSHIP

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 dues 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 or sent via electronic mail to such Member by the Secretary of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

(2) Upon fifteen (15) calendar days' written notice from the Member.

(3) Upon unanimous vote of all disinterested Directors when such Directors 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 herein, except with respect to violations of the failure to pay dues, which is addressed in Section 12.9(1).

(4) Upon a Member's dissolution.

(5) Upon a breach of any confidentiality and/or nondisclosure agreement within the Corporation by a Member.

In the event that two (2) or more Member organizations are merged or a Members organization is acquired by another Member organization, the resulting entity shall have only one (1) Membership and one (1) vote in all Membership votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof. So long as the resulting entity shall remain a Member in good standing of the Corporation, the vendor identification number or numbers of the former Member shall be transferred to the resulting entity who shall be entitled to use that vendor identification number in addition to such other vendor identification numbers that the Member already may have the right to use.

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

ARTICLE 13. MEETINGS OF MEMBERS

SECTION 13.1 PLACE OF MEETINGS

Meetings of Members shall be designated from time to time by resolution of the Board of Directors, which resolution shall specify the meeting place and time. At the discretion of the Board of Directors, meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 13.2 REGULAR MEETINGS

The Annual Meetings of Members shall be held for the purpose of conducting or reporting the results from the election of the Board of Directors and transacting other business as may come before the meeting. The Annual Meeting of Members shall be deemed a regular meeting.

Other regular meetings of the Members shall be held on dates and at times to be determined by the Board of Directors, ~~with the expectation that there will be at least one (1) additional meeting of Members each year.~~

SECTION 13.3 SPECIAL MEETINGS OF MEMBERS

Special Meetings of the Members for any purpose shall be called by the Board of Directors, or by written request of three-quarters (3/4) of the Members.

SECTION 13.4 NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of the Annual Meeting shall be provided not less than sixty (60) days in advance thereof. In the case of a Special Meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) calendar days before the date of the meeting.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Corporation, ~~provided that the Member to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification.~~ If notification is provided by mail, such notice shall be deemed to be delivered when deposited in the mail addressed to the Director 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 in ORS Chapter 65, as that chapter may, from time-to-time, be amended.

Whenever any notice of a meeting is required to be given to any Member of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the law of this

state, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 13.5 QUORUM FOR MEETINGS

Pursuant to ORS 65.241, those Members present at a properly noticed meeting of the Members shall constitute a quorum.

SECTION 13.6 MEMBERSHIP ACTION

Every act or decision done or made by a majority of Members present in person, by audio, or videoconferencing techniques at a duly held meeting at which a quorum is required is the act of the Members.

SECTION 13.7 MEMBER ACTION AT MEETINGS

Each Member in Membership Classifications entitled to vote shall have one (1) vote on each matter submitted to a vote by the Members. ~~Except as provided for in Section 13.8, the Member's designated employee shall do all voting in person, not by proxy.~~ Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, unless otherwise required or specified during the meeting. Results of all ballots shall duly be distributed to all Members within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes.

SECTION 13.8 ACTION BY WRITTEN BALLOT

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or Special Meeting of Members may be taken without a meeting or in conjunction with a meeting if the Corporation distributes a written ballot to each Member entitled to a vote.

The ballot shall:

1. Set forth the proposed action;
2. Provide an opportunity to select individuals or specify approval or disapproval of each proposal, as appropriate;
3. Indicate the number of responses needed and ~~the~~ percentage of approvals necessary to pass the measure submitted; and
4. Specify the date by which the ballot must be received by the Corporation in order to be counted. The date set shall afford Members a reasonable time within which to return the ballots to the Corporation.

Ballots shall be mailed or delivered in the manner required for giving notice of membership meetings as specified in these Bylaws.

Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum, if required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

SECTION 13.9 CONDUCT OF MEETINGS

Meetings of Members shall be presided over by the President of the Corporation or, in his or her absence, by the Vice President of the Corporation or, in the absence of all of these persons, by a Chairperson designated by the Board of Directors, or in the absence of a timely designation by the Board of Directors, by a majority of the Members present. The Secretary of the Corporation shall act as Secretary of all meetings of Members, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, Robert's Rules of Order shall be used as a guide in the conduct of meetings.

With the exception of the election of the Board of Directors, all votes and other resolutions of the Members shall be advisory in nature unless adopted by resolution of the Board of Directors.

ARTICLE 14. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

SECTION 14.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION

The Members acknowledge that they will not disclose or exchange information as part of Corporation activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed as a part of the Corporation's activities shall be deemed nonconfidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

SECTION 14.2 CONFIDENTIAL INFORMATION

From time to time a Member may deem it necessary to disclose information to the other Members which such Member considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed in confidence and shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure; provided, however, that information shall be deemed confidential if a Member inadvertently discloses Confidential Information which was not identified as confidential at the time of disclosure but notifies all Members to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article 14) of the disclosing Member's intention to maintain the confidentiality of such previously disclosed Confidential Information and the receiving Members have not disseminated the subject information outside of their Member organization prior to receiving such notice. Any such

designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Members with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily or inferentially disclosed by a Specification or design guide adopted by the Corporation, such Member shall allow publication of such comment or recommendation. All information disclosed by Members prior to the date of this Agreement directly for the purposes of the Corporation shall be governed by the provisions of this Section 14.2. All information developed by the Corporation shall be deemed the Confidential Information of the Corporation until made publicly available. All works in progress, minutes of Board of Directors' meetings, minutes of Work Groups and Special Committees and attorney work product shall in all cases be deemed Confidential Information of the Corporation.

SECTION 14.3 NONDISCLOSURE

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 14. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received from a third party without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this Section 14.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Members.

SECTION 14.4 CORPORATION INFORMATION

All public disclosures regarding the existence, membership and activities of the Corporation must be approved by the Board of Directors. Public disclosure of any version or revision of PCI, or another Specification or design guide of the Corporation shall be subject to the approval by the Board of Directors pursuant to terms hereof. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Corporation and its activities. If a Member shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

SECTION 14.5 EFFECT OF MEMBER WITHDRAWAL

After withdrawal from the Corporation for any reason, a former Member has a continuing duty under this Article 14.

ARTICLE 15. INTELLECTUAL PROPERTY LICENSING POLICY

SECTION 15.1 DEFINITIONS

The following definitions shall apply to this Article 15:

(a) **“Compliant Portion”** means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with all relevant portions of a Specification, and (ii) are within the bounds of the Scope.

(b) **“Contribution”** means a submission to or for a Work Group or the Board of Directors proposing an addition to or modification of an existing Specification or a new Specification or portion thereof, or a submission proposing changes or modifications to reference design documents provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a Work Group, and attributed in the meeting minutes to the submitting Member, provided that the minutes are promptly provided to the individual representing the Member, unless the submitting Member withdraws its submission in writing as soon as practicable and in any event, no later than forty-five (45) days of receipt of such written minutes.

(c) **“Necessary Claims”** means those claims of all patents and patent applications, other than design patents and design registrations, throughout the world which a Member or its Affiliates has the right, any time during the term of this Agreement, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by an implementation of a Specification adopted and approved for release by the Corporation and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable noninfringing implementation of

such Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

(d) **“Scope”** means the protocols, electrical signaling characteristics, mechanical requirements for connectors, cards and cabling, register models, data structures and verbs software interface solely to the extent disclosed with particularity in a Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within a Specification. Notwithstanding the foregoing, the Scope shall not include (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Specification, but are not themselves expressly set forth in a Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology); (ii) the implementation of other published specifications not developed by or for the Corporation but referred to in the body of a Specification; or (iii) application programming interfaces, device drivers, device driver models, peripheral control languages, and peripheral devices, except for the portions of peripheral devices that are required by an interconnect that is compliant with a Specification.

(e) **“Specification”** means a document adopted and approved for release by the Corporation, and any updates or revisions adopted and approved for release by the Corporation.

SECTION 15.2 SPECIFICATION NOTICE, REVIEW AND MEMBER WITHDRAWAL

(1) **Notice.** The Corporation shall provide the Members with not less than sixty (60) days' prior notice of the adoption of a new or revised Specification. Such notice shall include a complete draft of the Specification as approved by the Board of Directors and state the effective date when the Specification, and all Necessary Claims therein, shall be subject to the licensing provisions of Section 15.3, below.

(2) **Review.** Upon receipt of the notice and Specification, the Member, on behalf of itself and its Affiliates, may review the same for any Necessary Claims that may be contained therein. While there is no requirement for a Member to review their patent portfolio for Necessary Claims, Members are put on notices that unless they withdraw from the Corporation in accordance with the provisions of Section 15.2 and 15.10, below, before the end of the period referenced in Section 15.2(3) below, the Member is committing to the licensing provisions of Section 15.3, below.

(3) **Withdrawal.** Any Member may withdraw from membership in the Corporation pursuant to this subsection, if that Member determines that the Specification contains Necessary Claims which that Member is unwilling to license to the other Members pursuant to Section 15.3, below. A Member wishing to exercise the right to withdraw under this provision, must deliver notice of withdrawal not later than fifteen (15) calendar days prior to the effective date of the Specification stated in the notice provided pursuant to Section 15.2(1), above. A Member timely exercising this right of withdrawal shall be entitled to continue the use of any Vendor Identification Numbers issued to prior to that Member's date of withdrawal for the time period remaining in that Member's current membership year and to renew that right of use subject to

such terms, conditions and consideration as the Corporation may elect to charge non-Members for the same.

(4) **New Members.** If, during the review period stated in Section 15.2(1) above, a prospective Member shall apply for Membership in the Corporation, then subject to the execution of such confidentiality and/or nondisclosure agreements as the Corporation may determine necessary, such prospective Member shall be permitted not less than forty-five (45) days to review the Specification then under review for any and all Necessary Claims and to agree in separate affirmative writing to be committed to the licensing provisions of Section 15.3, below, as to such pending Specification if it is adopted by the Corporation. Failure to provide such written affirmation shall be deemed a withdrawal of the prospective Member's application for membership.

SECTION 15.3 LICENSING OF MEMBER INTELLECTUAL PROPERTY RIGHTS

When the Member or its Affiliate makes a Contribution to a Specification of the Corporation, including revisions thereto, or when the Corporation adopts and approves for release a Specification after providing notice as set forth in Section 15.2, above, the Member and its Affiliates hereby agree to grant to other Members and their Affiliates under reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, worldwide license under its Necessary Claims to allow such Members to make, have made, use, import, offer to sell, lease and sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Each Member agrees that they will not transfer, and have not transferred, patents having Necessary Claims for the purpose of circumventing this Section 15.3.

SECTION 15.4 RECIPROCITY

The provisions of Section 15.3, above, concerning the grant of patent licenses between Members shall not be effective as to any other Member or that other Member's Affiliates, if that Member or its Affiliates do not, in fact and practice, make the patent license grant of Section 15.3 available to the other Members and their Affiliates.

SECTION 15.5 RETENTION OF RIGHTS

Nothing contained in this Article 15 shall be deemed as requiring a Member or its Affiliates to grant or withhold a nonexclusive license or sublicense of an individual Member's patents containing Necessary Claims to non-Members on such terms as the Member or its Affiliates may determine.

SECTION 15.6 NO OTHER LICENSE

The Members agree no patent license, immunity or other right is granted under these Bylaws by any Member or its Affiliates to any other Members or their Affiliates or to the Corporation, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this Article 15.

SECTION 15.7 TRANSFER OF NECESSARY CLAIMS

Any transfer by Member or its Affiliates to an unaffiliated third party of a patent having Necessary Claims shall be subject to: (i) the terms and conditions of these Bylaws, (ii) the agreement to grant licenses by the Member to other Members and their Affiliates pursuant to Section 15.3 and Section 15.4 of these Bylaws; and (iii) to the extent that a Member transferring a patent or patents having Necessary Claims has failed to enforce its right to charge royalties per Section 15.3, above, the right to past royalties accrued prior to the date of said transfer shall be deemed waived.

SECTION 15.8 COPYRIGHTS

The Members grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member solely for the purposes of developing, publishing and distributing Specifications and related materials, as well as products based on such documents.

SECTION 15.9 TRADEMARKS

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively "Trademarks"), the Corporation shall notify the Members in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members.

SECTION 15.10 SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding the dissolution of the Corporation or a Member's termination or non-renewal of its membership in the Corporation and except as provided in Section 15.11, a Member's agreement to grant a license as provided in Sections 15.3 and 15.4 shall remain in full force and effect for: (a) any Necessary Claim to a Contribution made to a later adopted Specification or any Necessary Claim to a Specification adopted before the effective date of dissolution or before the effective date of a Member's termination or expiration of membership; and (b) any Necessary Claims to a Specification adopted by the Corporation after the effective date of the Member's termination or expiration of membership that (i) are necessary for the future Specification to be backwards compatible with the prior Specifications, and (ii) are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Specification for which the Member is obligated to grant licenses. In no event is a withdrawn Member obligated to license any additional Necessary Claims under this Article 15. A withdrawn Member shall remain entitled to reciprocity pursuant to Section 15.3 so long as that withdrawn Member remains obligated to license any Necessary Claims under this Article 15. This agreement to the survival of reciprocal licensing shall extend to all Members, including Members who become Members after the effective date of a departing Member's termination or expiration.

SECTION 15.11 EXCEPTION IN THE EVENT OF NONCOMPLIANCE

The agreement to license, which survives under Section 15.10, shall terminate completely as to any Specification which does not include all applicable requirements for interoperating, communicating or connecting with or to products that comply with Specifications that were in effect sixty (60) days prior to the effective date of the Member's termination or expiration or Membership or sixty (60) days prior to the effective date of dissolution of the Corporation.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly elected and acting Secretary of PCI-SIG, an Oregon Nonprofit Corporation; and

The foregoing Bylaws comprising twenty-~~eightnineseven~~ (289) pages, including this page, constitute the original Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this _____ day of _____, _____.

Name

Signature