

**BYLAWS OF
HDBaseT Alliance**
(An Oregon Nonprofit Corporation)

SECTION 1: DEFINITIONS

SECTION 1.1 “Act” shall mean the Oregon Nonprofit Corporation Act, as may be from time to time amended.

SECTION 1.2 “Adopter” shall mean each Member of the Corporation who so qualifies in accordance with the provisions of Sections 13 and 15.3 below.

SECTION 1.3 “Affiliate” or “Affiliates” shall mean, with respect to any Member, an entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Member. For purposes of this definition, the term “Control” (including the correlative meanings of the terms “Controlled by” and “under common Control with”) shall mean the possession, directly or indirectly, of beneficial ownership of more than fifty percent (50%) of the equity interests or more than fifty percent (50%) of the interests entitled to vote for the election of, or serve as, the board of directors or similar managing authority of a person. An entity is an Affiliate only so long as Control exists. With respect to Sony Pictures Technologies Inc., “Affiliates” shall be deemed to only include Sony Pictures Entertainment Inc. and those entities Controlled by Sony Pictures Entertainment Inc. and shall not refer to any Person or entity directly or indirectly controlling or under common control with Sony Pictures Entertainment Inc.

SECTION 1.4 “Alternate” shall have the meaning given in Section 4.3(c).

SECTION 1.5 “Antitrust Guidelines” shall mean the Corporation’s antitrust guidelines; as such guidelines may be amended from time to time, and attached hereto as Exhibit B.

SECTION 1.6 “Articles” shall mean the Articles of Incorporation establishing the Corporation as a legal entity and filed with the Secretary of State of the State of Oregon in the form attached hereto as Exhibit A.

SECTION 1.7 “Board” shall mean the board of directors of the Corporation established pursuant to Section 4 of these Bylaws.

SECTION 1.8 “Bylaws” shall mean these bylaws of the Corporation, including any exhibits, schedules or attachments hereto, as amended, supplemented or restated from time to time by the Board.

SECTION 1.9 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

SECTION 1.10 “Confidential Information” shall have the meaning given in Section 16.1.

SECTION 1.11 “Contributor” shall mean a Member of the Corporation who so qualifies in accordance with the provisions of Sections 13 and 15.2 below.

SECTION 1.12 “Corporation” shall mean HDBaseT Alliance, an Oregon nonprofit corporation.

SECTION 1.13 “Director” shall have the meaning given in Section 4.1. As the context requires, Director shall be deemed to refer to a Director appointed pursuant to Section 4.3(a) or an Alternate appointed pursuant to Section 4.3(c).

SECTION 1.14 “Disinterested Members of the Board” shall mean members of the Board who have

no pecuniary or other conflicting interest in a matter being voted on by the Board. For avoidance of doubt, a Director who faces removal from the Board, or dismissal as the Chairman of the Board or as an officer of the Corporation, shall be deemed to have a conflicting interest in the matter at issue. Notwithstanding anything to the contrary herein or in any other document, in the event that a majority of the Board are not Disinterested Members of the Board, then all actions otherwise reserved to or to be decided by the Disinterested Members of the Board shall be taken or decided by the requisite number of otherwise required members of the Board.

SECTION 1.15 “**Draft Specification**” shall have the meaning set forth in the Intellectual Property Rights Policy.

SECTION 1.16 “**FastTrack Member Approval Process**” shall have the meaning given in Section 15.2 and Exhibit E-1.

SECTION 1.17 “**Final Specification**” shall have the meaning set forth in the Intellectual Property Rights Policy.

SECTION 1.18 “**General Work Group Procedures**” shall have the meaning given in Section 8.1.

SECTION 1.19 “**HDBaseT Questionnaire**” shall have the meaning given in Annex 1 to Exhibit D-1.

SECTION 1.20 “**HDBaseT Technology**” shall have the meaning given in Section 3.2.

SECTION 1.19 “**ICC**” shall have the meaning given in Section 17.4.

SECTION 1.20 “**Intellectual Property Rights Policy**” shall mean the Corporation's intellectual property rights policy, as such policy may be amended from time to time, and attached hereto as Exhibit C.

SECTION 1.21 “**Low Revenue Members**” shall have the meaning given in Section 15.3.1.

SECTION 1.22 “**Majority Vote**” shall mean an affirmative vote of more than fifty percent (50%) of all Disinterested Members of the Board present at a meeting of the Board where a quorum is present who have not otherwise abstained from the vote.

SECTION 1.23 “**Member**” or “**Members**” shall mean a general reference to all Promoters, Contributors, Adopters, Non Profit/Governmental Members and Low Revenue Members, or any of them, who have so qualified for such classifications pursuant to the provision of these Bylaws. For purposes of these Bylaws, an entity executing a Membership Agreement and its Affiliates shall be deemed as one Member. Member shall not mean a “member” as that term is defined under ORS 65.001(28) as the Corporation shall not be deemed to have members as defined under the Act.

SECTION 1.24 “**Membership Agreement**” shall mean any of the following agreements by which a company becomes a Member of the Corporation: (a) a Promoter Agreement substantially in the form of Exhibit D; (b) a Contributor Agreement substantially in the form of Exhibit E; (c) an Adopter Agreement substantially in the form of Exhibit F; (d) a Non Profit/Governmental Member Agreement substantially in the form of Exhibit F-1; and (e) a Low Revenue Member Agreement in the form of Exhibit F-3.

SECTION 1.25 “**Non Profit/Governmental Member**” shall mean each Member of the Corporation who so qualifies in accordance with the provisions of Sections 13 and 15.4 below.

SECTION 1.26 “**N-1 Vote**” shall mean an affirmative vote of all Disinterested Members of the Board who have not otherwise abstained from the vote, less one (1).

- SECTION 1.27** “**Observer**” shall have the meaning given in Section 4.8.
- SECTION 1.28** “**Promoter**” shall mean each Member of the Corporation who so qualifies in accordance with the provisions of Sections 13 and 15.1 below.
- SECTION 1.29** “**Qualified Organization**” shall have the meaning given in Section 11.3.
- SECTION 1.30** “**Representatives**” shall have the meaning given in Section 16.2.
- SECTION 1.31** “**Residual**” shall have the meaning given in Section 16.6.
- SECTION 1.32** “**Rules**” shall have the meaning given in Section 17.4.
- SECTION 1.33** “**Specific Work Group Procedures**” shall have the meaning given in Section 8.1.
- SECTION 1.34** “**Specification**” shall mean a Draft Specification or a Final Specification.
- SECTION 1.35** “**Technical Committee**” shall have the meaning given in Section 8.1.
- SECTION 1.36** “**Unanimous Vote**” shall mean an affirmative vote of all Disinterested Members of the Board who have not otherwise abstained from the vote.
- SECTION 1.37** “**Work Group**” shall have the meaning given in Section 8.1.

SECTION 2: OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 3855 SW 153rd Drive, Beaverton, Oregon 97006, Attn: Stephanie Larsen.

SECTION 2.2 CHANGE OF ADDRESS

The designation of the Corporation’s principal office may be changed from time to time by the Board, which change of address shall be effective upon written notice to all Members.

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 may, from time to time, designate.

SECTION 3: PURPOSES AND POWERS

SECTION 3.1 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 Code.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is an Oregon nonprofit mutual benefit corporation formed to develop and promote a technology that enables long reach connectivity of various multimedia and additional elements (comprised but not limited to uncompressed HD content video/audio, advanced controls, ethernet, and power over cable) over a standard LAN cable (the “**HDBaseT Technology**”), to develop and license Final

Specifications covering the HDBaseT Technology, and to develop and administer a certification process for products implementing any Final Specification to ensure interoperability between products and manufacturers. The specific purposes for which the Corporation is organized include, but are not limited to:

(a) Providing a forum and environment whereby the Members and their Affiliates may meet to develop and approve suggested revisions and enhancements to any Specification, and to provide a forum whereby users may meet with developers and providers of related products and services to identify requirements for interoperability.

(b) Educating the business communities as to the value, benefits and applications for consumer products compliant with any Final Specification through public statements, publications, trade show demonstrations, seminar sponsorships and other programs established by the Corporation.

(c) Protecting the needs of consumers and increasing competition among manufacturers by supporting the creation and implementation of uniform conformance test procedures and processes that assure interoperability of consumer products compliant with any Final Specification.

(d) Maintaining relationships and liaison relationships with technology consortia and other organizations that support complementary activities.

(e) Fostering the development of competitive new products and services based on any Final Specification in conformance with the applicable antitrust laws and regulations.

(f) Developing and licensing Final Specifications covering the HDBaseT Technology.

SECTION 3.3 GENERAL POWERS

The Corporation has perpetual duration but may be dissolved at any time upon a vote of the Board. Subject to specific limitations, if any, set forth herein, the Corporation may engage in any lawful activity and has the same powers as an individual to do all things necessary or convenient to carry out its affairs.

SECTION 3.4 COMPLIANCE WITH LAWS; ANTITRUST LAWS

Each Member shall comply with the applicable laws and regulations in performing its duties under the Bylaws.

Each of the Members of the Corporation is committed to fostering competition in the development of products and services, and any Specifications proposed to be developed by the Corporation are intended to promote such competition. Each Member further acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that each Member and its representatives act in a manner that does not violate any applicable state, federal, or international antitrust laws or regulations. For this reason, the Corporation has adopted the Antitrust Guidelines.

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 it and each other Member is 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: BOARD OF DIRECTORS

SECTION 4.1 NUMBER

The number of individuals serving on the Board (each, a “**Director**”) shall equal the number of Promoters in the Corporation. The size of the Board shall increase or decrease as the number of Promoters increases or decreases, respectively.

SECTION 4.2 POWERS AND DUTIES

Subject to the provisions of any nonwaivable provisions of the Act and any limitations in the Articles and these Bylaws, the Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Corporation to accomplish the purposes of the Corporation as set forth herein, to make all decisions affecting the business and affairs of the Corporation and to take all actions as it deems necessary or appropriate to accomplish the purposes of the Corporation as set forth herein. The Board may, in its sole discretion, delegate any power and authority of the Board to one or more subcommittees of the Board provided that no action taken or purported to be taken by a subcommittee designated by the Board shall constitute an act of, or bind, the Corporation except as and to the extent approved by the requisite vote of the Board.

SECTION 4.3 APPOINTMENT OF DIRECTORS

(a) Each Promoter may appoint one of its employees to serve on the Board. The initial Directors, representing each of the original Promoters of the Corporation, have been appointed by the incorporator and are listed on Exhibit G hereto. Thereafter, any new Promoter that is admitted to the Corporation in accordance with Section 15.1 shall also be entitled to appoint one of its employees to serve as a Director.

(b) Commencing with the first Annual Meeting of the Board, each Promoter shall appoint a Director on or before the date set for the annual meeting of the Board. A Promoter may appoint the same individual to serve as a Directors in subsequent terms.

(c) Each Promoter may also appoint an alternate employee (an “**Alternate**”) to serve on a temporary basis should the Director it appointed become unavailable. A Promoter may appoint the same individual to serve as an Alternate in subsequent terms.

(d) The appointment of any Director or alternate of any Director pursuant to this Section 4.4 shall not be effective until evidence of such appointment is delivered in writing to the Secretary.

SECTION 4.4 TERM OF OFFICE; RESIGNATIONS

(a) Each Director shall serve until such Director’s death, resignation, removal or other disqualification, or until his or her successor is appointed and qualified, whichever occurs first.

(b) Any Director may resign effective upon giving written notice to the President, Secretary or the Board. No Director may resign if the Corporation would then be left without a duly appointed Director in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of the State of Oregon.

(c) Notwithstanding anything to the contrary contained herein, a Director shall immediately resign if:

- (i) he or she ceases to serve as an employee of the Promoter that appointed him or her to the Board; or
- (ii) the Promoter that appointed him or her to the Board ceases to be a Promoter.

SECTION 4.5 VACANCIES AND RESIGNATIONS

Any vacancy on the Board, whether caused by death, resignation, removal or other disqualification of a Director may be filled for the unexpired term of such Director by the Promoter responsible for such Director's appointment.

SECTION 4.6 COMPENSATION

Directors shall serve without compensation by the Corporation; provided, however, that 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 therefor so long as such compensation is approved by a vote of the Board.

SECTION 4.7 CHAIRMAN OF THE BOARD

The Directors shall elect a Chairman of the Board to preside at all meeting of the Board and to perform other duties prescribed by the Board. The Chairman of the Board shall be elected via ballot from among the Directors at the first meeting of the Board, and at each annual meeting of the Board thereafter, by a plurality of the votes cast.

The Board may remove the then-current Chairman of the Board, with or without cause, upon vote of the Board . A Director's removal as the Chairman of the Board does not act as a removal of the Director from the Board without further action as provided for under these Bylaws. In the event that the Chairman of the Board dies, resigns, is removed or otherwise disqualified, the Board shall elect a new Chairman of the Board at its next meeting.

SECTION 4.8 APPOINTMENT OF OBSERVERS

(a) The Board, at its discretion, may invite certain Contributors and the President may invite certain Non Profit/Governmental Members of the Corporation to designate a representative to attend specific or all meetings of the Board as an observer in a non-voting capacity (an "**Observer**"), all subject to execution by such Observer of an undertaking in the form of Exhibit F-2, which would have the effect of taking upon himself or herself duties and obligations equivalent to confidentiality and fiduciary duties of Directors of the Corporation. The Board is entitled at all times, at its discretion, to revoke a Contributor's right to designate an Observer and the President is entitled at all time, at its discretion, to revoke a Non Profit/Governmental Member's right to designate an Observer.

(b) The designation, dismissal and replacement of an Observer shall be made by a written notice given to the Corporation and signed by the Contributor or the Non Profit/Governmental Member entitled to designate him and shall become valid and effective upon the day on which said written notice was received by the Corporation, or upon such later date as may be noted in the notice.

(c) An Observer shall cease to be entitled to attend Board meetings and receive information immediately when the Contributor or Non Profit/Governmental Member that have designated him ceased to be entitled to designate an Observer.

(d) The Board, at its discretion, may invite an Observer designated by a Contributor to attend certain Work Groups as an observer in a non-voting, non-contributing capacity and the President is entitled to invite an Observer designated by a Non Profit/Governmental Member to attend certain Work Groups as an observer in a non-voting, non-contributing capacity.

SECTION 5: MEETINGS AND ACTION OF BOARD

SECTION 5.1 PLACE OF MEETINGS

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

SECTION 5.2 ANNUAL MEETINGS

Annual meetings of the Board shall be held as soon as practical following the annual meeting of the Members.

SECTION 5.3 SPECIAL MEETINGS

Special meetings of the Board may be called by any one-third (1/3) of the then current Board, or, if different, by the persons specifically authorized under the laws of the State of Oregon to call special meetings of the Board.

SECTION 5.4 NOTICE OF MEETINGS

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

(a) Annual Meetings. The Secretary of the Corporation shall give at least thirty (30) days' prior notice to each Director.

(b) Special Meetings. The Secretary of the Corporation shall give at least seven (7) days' prior notice to each Director.

(c) Waiver. Whenever any notice of a meeting is required to be given to any Director under provisions of the Articles, these Bylaws, or provisions of law, a waiver of notice in writing signed by the Director, whether before or after the time of the meeting, or a Director's participation in the meeting, either personally, by an Alternate, or by other means of communication, shall be sufficient to waive the notice requirement contained herein; provided, however, that a Director's attendance solely for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened shall not serve to waive any notice requirement contained herein.

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. 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 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 5.5 QUORUM FOR MEETINGS

A quorum of the Board shall consist of at least fifty percent (50%) of the total current number of Directors. In the absence of a continued quorum at any meeting of the Board already in progress, a majority of the Directors present may decide to adjourn the meeting.

SECTION 5.6 BOARD ACTION AND VOTING

(a) Unless the Articles, these Bylaws, or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon

a Majority Vote shall constitute an official act of the Board.

(b) Members of the Board shall actively act for the benefit of the Corporation and shall comply with the applicable standards of conduct and duty of care, as such standards are described under the applicable laws of the State of Oregon.

(c) Decisions and voting of Members of the Board shall be reasoned, based on relevant arguments and guided by promoting the objectives and purposes of the Corporation.

(d) The following action requires the affirmative vote of no less than 70% of Disinterested Members of the Board:

(i) adoption of any Final Specification of the Corporation.

(e) The following actions of the Board require an N-1 Vote:

(i) dissolution of the Corporation;

(ii) adoption or modification of these Bylaws (including, with the exception of the Intellectual Property Rights Policy, any exhibit, schedule or other attachment thereto); provided that no modification of these Bylaws shall take effect less than 30 days after notification thereof;

(iii) removal of any officer elected pursuant to Section 7.3;

(iv) removal of a Member pursuant to Section 13.9; and

(v) disclosure of Corporation Confidential Information including, for the avoidance of doubt, the removal of confidentiality restrictions on any Final Specification of the Corporation.

(f) The following actions of the Board require a Unanimous Vote:

(i) admission of any Promoter not listed on Exhibit G;

(ii) amendment of the Intellectual Property Rights Policy; provided that no modification of the Intellectual Property Rights Policy shall take effect less than 30 days after notification thereof;

(iii) removal of the Chairman of the Board pursuant to Section 4.7.

SECTION 5.6A APPEALS

If a Member representative believes that a decision or other action taken by the Corporation is in violation of the Corporation policies and/or procedures, the applicable Membership Agreement, Intellectual Property Rights Policy or Bylaws, then such Member representative shall first make good faith efforts to resolve the concern via direct discussions with the decision maker, or party taking such action and/or via informal consultation with the President.

If after making such good faith efforts the issue remains unsolved, then the Member company may appeal to the Board with a request to review the decision or action, by providing written notice to the President. The Board will then review the matter on a timely basis, and take any needed action, potentially including rescinding or rectifying the decision or action, in a manner consistent with the Corporation applicable policies and procedures, and in accordance with the Board's fiduciary duties, as such duties are

imposed under the applicable laws of the State of Oregon. The Board has the ultimate responsibility for managing the activities of HDBaseT Alliance.

SECTION 5.7 CONDUCT OF MEETINGS

(a) Meetings of the Board shall be presided over by the Chairman of the Board, 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 Chairman of the Board or acting chairperson shall appoint another person to act as secretary of the Meeting.

(b) Both a Director and the Alternate appointed to serve in the case of such Director's absence may attend meetings of the Board provided that when both are in attendance the Alternate participates in a nonvoting capacity. When such Director is absent, an Alternate may attend a Board meeting and vote in place of said absent.

(c) 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, these Bylaws, or provisions of law. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

(d) Unless otherwise specified in the Bylaws, 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 communicate with one another during such meeting. Participation in a meeting pursuant to this Section 5.7 constitutes presence in person at such meeting.

SECTION 5.8 BOARD ACTION WITHOUT A MEETING

Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board unanimously 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.

SECTION 6: NONLIABILITY AND INDEMNIFICATION OF BOARD

SECTION 6.1 NONLIABILITY OF DIRECTORS

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

SECTION 6.2 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS

(a) 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 Director of the Corporation against liability incurred in the action, suit, or proceeding to the fullest extent permitted by the Act.

(b) The Corporation shall pay for or reimburse the reasonable expenses incurred by a Director 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 Act.

(c) No amendment to this Section 6.2 that limits the obligation of the Corporation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) This Section 6.2 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 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 6.3 INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under provisions of law, the Board, 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, these Bylaws, or provisions of law.

SECTION 7: OFFICERS

SECTION 7.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall include a President, Secretary and Treasurer, and may also include such other officers with such titles as may be determined from time to time by the Board.

SECTION 7.2 ELECTION AND TERM OF OFFICE

The officers of the Corporation shall be elected at each annual meeting of the Board via ballot from among the candidates nominated by the Directors. The officers must be elected by a plurality of the vote's case for each position. Each officer shall hold office until he or she dies, resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 7.3 REMOVAL AND RESIGNATION

The Board may remove any officer from his or her elected office, either with or without cause, at any time upon a vote of the Directors. Any officer may resign at any time by giving written notice to the Board or to the Secretary 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 7.3 shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board relating to the employment of any officer of the Corporation.

SECTION 7.4 VACANCIES

Any vacancy caused by the death, resignation, removal, or other disqualification of any officer shall be filled by the Board. 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.

SECTION 7.5 DUTIES OF PRESIDENT

The President shall be the chief executive officer of the Corporation and, if a Director, may also be the Chairman of the Board. The President, acting in the capacity of the President, shall, subject to the control of the Board, supervise and control the affairs of the Corporation and the activities of the officers. The President shall perform all duties incident to the office of President and such other duties as may be

required by law, the Articles, these Bylaws, or as may be prescribed by the Board, including presiding as chairperson at all meetings of the Members.

Except as otherwise expressly provided by law, the Articles, these Bylaws, or by resolution of the Board, 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.

SECTION 7.6 DUTIES OF SECRETARY

The Secretary shall:

(a) certify and keep at the principal office of the Corporation the original, or a copy, of the Articles and these Bylaws, each as amended or otherwise altered to date;

(b) be responsible for creating and maintaining a book of minutes of all meetings of the Directors, all meetings of the Members, and, if applicable, meetings of committees of the Directors or 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;

(c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and advise the Members in writing of all results of any appointment of Directors;

(d) be custodian of the records and of the seal of the Corporation, if any, and affix any such seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation;

(e) keep at the principal office of the Corporation a membership book containing the name and address of each Member, and, in the case where any membership has been terminated, record such fact in the membership book together with the date on which such membership ceased;

(f) exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefor, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation; and

(g) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles, these Bylaws, or as may be prescribed by the Board.

SECTION 7.7 DUTIES OF 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 Board;

(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 Board, 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 Director of the Corporation, or to his or her agent or attorney, on request therefor;

(f) 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;

(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) in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board.

SECTION 7.8 COMPENSATION

The salaries and other forms of compensation of the officers of the Corporation, if any, shall be fixed from time to time by the Board or by any one or more committees appointed by a resolution passed by the Board with power to fix such salaries or such compensation.

SECTION 8: WORK GROUPS

SECTION 8.1 WORK GROUPS

The Corporation shall have such committees as may from time to time be established by the Board (each a “**Work Group**”). The Corporation shall have one standing Work Group to address technical issues associated with the HDBaseT Technology (such Work Group, the “**Technical Committee**”).

Meetings and actions of Work Groups shall be governed by, noticed, and held in accordance with written work group procedures adopted by the Board and applicable to all of the Corporation’s Work Groups (“**General Work Group Procedures**”). In addition, each Work Group may, through its chairperson, propose specific procedures to govern that Work Group and such specific procedures shall be subject to ratification by the Board (“**Specific Work Group Procedures**”). Specific Work Group Procedures not otherwise incorporated into the General Work Group Procedures shall apply only to the Work Group proposing such procedures.

SECTION 8.2 MEETINGS AND ACTIONS OF WORK GROUPS

(a) Formation. Any Promoter may propose to the Board the establishment of one or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group and the Members that initially desire to participate in such Work Group. The Board shall: (1) approve or disapprove the formation of each such Work Group; (2) approve or disapprove the charter of each such Work Group; and (3) appoint the initial and any replacement chairperson of each such Work Group from among the Promoters. The chairperson of each Work Group shall serve for a term of one year after which time the Board must either replace or reappoint the chairperson.

(b) Composition. Subject to the approval of the Board, any Promoter may propose candidates for membership in a Work Group. The Board may, from time to time, develop and adopt objective minimum standards for membership in Work Groups as part of its General Work Group Procedures or Specific Work Group Procedures.

(c) Record of Activities. Each Work Group shall elect a secretary or other person to document and record accurately and completely the Work Group’s activities.

(d) Meetings. Each Work Group shall hold regular meetings on a schedule as determined by

such Work Group. The noticing of meetings of the Work Group and the governance thereof shall be subject to the General Work Group Procedures and any applicable Specific Work Group Procedures. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

(e) Limitation on Authority of the Work Groups. The Board may, by resolution and to the extent permitted by law, delegate to any Work Group such lawful powers, not inconsistent with the powers delegated to the Board, as the Board shall determine provided that no action taken or purported to be taken by a Work Group designated by the Board shall constitute an act of, or bind, the Corporation except as and to the extent approved by the requisite vote of the Board.

SECTION 9: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 9.1 EXECUTION OF INSTRUMENTS

The Board, except as may be 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 9.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board, 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 Twenty Thousand Dollars (\$20,000) may be signed by an officer of the Corporation. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Twenty Thousand Dollars (\$20,000) but not greater than Fifty Thousand Dollars (\$50,000) shall require the signatures of two officers of the Corporation. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (\$50,000) shall require the signatures of two officers of the Corporation and a special resolution of the Board.

SECTION 9.3 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 may select.

SECTION 10: CORPORATE RECORDS AND REPORTS

SECTION 10.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

- (a) the books of minutes of all meetings of the Board, any committees of the Board, any Work Groups, and the Members;
- (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 membership roll of current and former Members; and
- (d) A copy of the Corporation's Articles and these Bylaws, each as amended to date.

SECTION 10.2 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, all Members 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, these Bylaws, and provisions of law.

SECTION 10.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Section 10 may be made in person or by agent or attorney of such Member, and the right to inspection shall include the right to copy and make extracts.

SECTION 10.4 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 within the time limits set by law.

SECTION 11: IRC 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 11.1 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.

SECTION 11.2 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, 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 11.3 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 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 the Board shall reasonably determine. For purposes of this Section 11.3, “**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) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

SECTION 12: CONSTRUCTION AND TERMS

If there is any conflict between the provisions of these Bylaws and the Articles, the provisions of the Articles 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

holding. The terms of all exhibits, schedules and other attachments hereto are hereby incorporated by this reference.

SECTION 13: MEMBERSHIP PROVISIONS

SECTION 13.1 DETERMINATION AND GENERAL RIGHTS OF MEMBERS

The Corporation shall have four classes of membership: Promoters, Contributors, Adopters and Non Profit/Governmental Members. A company and its Affiliates may only have one membership in the Corporation. Except as expressly provided in or authorized by the applicable Membership Agreements, the Articles, these Bylaws, or provisions of law, all Members shall have the rights, privileges, restrictions, and conditions established by resolution of the Board.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the Members, the right to view any Final Specifications and other publications of the Corporation as may be approved by the Board, and access to the general Member portions of the Corporation's web site.

SECTION 13.2 QUALIFICATIONS FOR MEMBERSHIP

Membership in the Corporation is available to any for-profit corporation, nonprofit corporation, or other entity supportive of the Corporation's purposes and not otherwise prohibited by treaty, law, or regulation from abiding by the terms of the Articles, these Bylaws, and its Membership Agreement, and who pays the then current annual dues applicable to its membership classification.

SECTION 13.3 ADMISSION TO MEMBERSHIP

Applicants qualified under Section 13.2 above shall be admitted to membership upon the Corporation and the applicant executing a Membership Agreement and the applicant paying the fees specified therein for the applicable membership classification.

SECTION 13.4 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. Initial dues shall be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues shall be due and payable as specified in its Membership Agreement. 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 13.5 NUMBER OF MEMBERS

Subject at all times to Section 15.1, there is no limit on the number of Members of the Corporation.

SECTION 13.6 MEMBERSHIP ROLL; PRESS RELEASE

(a) The Corporation shall keep a membership roll containing the name and address for notices of each Member, the date upon which each Member joined the Corporation, and the name of one individual from each Member who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute such 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 also be recorded in the roll, together with the date of termination of such membership. Membership in the Corporation is a matter of public record.

(b) The President shall have the authority to issue a press release on behalf of the

Corporation, without the indication of specific Board Members, except in case of a specific press release which at the decision of the Board may be subject to specific applicable conditions or processes.

SECTION 13.7 NONLIABILITY OF MEMBERS

No Member, solely by virtue of its membership in the Corporation, shall be individually liable for the debts, liabilities, or obligations of the Corporation.

SECTION 13.8 NONTRANSFERABILITY OF MEMBERSHIPS

In addition to other provisions set forth in this Section 13 with respect to the qualifications for membership, all rights of membership shall cease upon a Member's dissolution. No membership may be assigned without prior written notice to and the consent of the Board, and any purported assignment without such written consent shall be null and void. As a condition of consenting to such assignment, the Board may require the assignee of the membership to execute a novation or similar document. For purposes of this Section 13.8, an assignment by operation of law, whether by merger, reorganization, recapitalization or other corporate transaction shall not operate as an assignment hereunder for which consent it required hereunder.

SECTION 13.9 TERMINATION OF MEMBERSHIP

The membership of a Member shall terminate upon the occurrence of any of the following events:

- (a) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective 30 days after a written notification of delinquency is delivered to a Member; such Member may avoid such termination by paying the amount of delinquent dues prior to the effective date of such termination.
- (b) Upon written notice from a Member to the Board.
- (c) When the Board determines, after affording a Member in question the right to be heard on the issue, that such Member has materially breached the obligations contained in its Membership Agreement.
- (d) Upon a Member's dissolution.

In the event that two or more Members are merged or one Member is acquired by another, the two memberships shall also be combined with the surviving entity having only one membership in the Corporation.

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 then-current dues period.

SECTION 14: MEETINGS OF MEMBERS

SECTION 14.1 PLACE OF MEETINGS

Meetings of the Members shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 14.2 ANNUAL, REGULAR AND SPECIAL MEETINGS

The annual meetings of Members shall be held for the purpose of conducting such business as may come before the meeting. Each of the annual meetings of Members shall be deemed a regular meeting. Other regular meetings shall be held on dates and at times determined by the Board. Special meetings of the Members for any purpose shall be called by the Board or by written request of two-thirds (2/3) of the Members. There shall be at least one annual meeting of the Members of the Corporation.

SECTION 14.3 NOTICE OF MEETINGS AND WAIVER

(a) Notice. Unless otherwise provided by the Articles, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of regular meetings shall be provided not less than 30 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 14 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. If notification is provided by mail (including the U.S. Postal Service and express courier services and the like), 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.

(b) Waiver. Whenever any notice of a meeting is required to be given to any Member of this Corporation under provisions of the Articles, these Bylaws, or provisions of law, 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. In addition to the foregoing, a Member's attendance at or participation in a meeting shall constitute waiver unless the member at the beginning of the meeting objects to holding of the meeting and waiver of consideration of a particular matter of the meeting that is not within the purpose set forth in the meeting notice, unless the member objects to considering the matter when it is presented.

SECTION 14.4 QUORUM FOR MEETINGS OF MEMBERS

Those Members present at a properly noticed meeting of the Members shall constitute a quorum.

SECTION 14.5 MEMBER ACTION

Every act or decision done or made by a majority of Members present at a properly noticed meeting of Members is the act of the Members. Member action shall be advisory in nature only and shall not be binding upon the Board.

SECTION 14.6 MEMBER ACTION AT MEETINGS

Each Member shall have one vote on each matter submitted to a vote of the Members. The Member's designated employee shall do all voting in person, or by proxy. Voting at meetings shall be by a show of hands if held in person, including the vote of proxy holders, or by voice ballot, including the vote of proxy holders, if held by audio, videoconferencing, or teleconferencing, unless otherwise required. Results of all votes shall duly be distributed to all Members by the Secretary within 30 days of the taking of such vote ballot. Written confirmation of any and all ballots and proxies shall be maintained with the Corporation's minutes.

SECTION 14.7 CONDUCT AND ORGANIZATION OF MEETINGS

Meetings of Members shall be presided over by the President of the Corporation or, in the President's absence, by a chairperson designated by the Board, or in the absence of a timely designation by the Board, by a person elected by 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, 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.

SECTION 15: MEMBERSHIP CLASSIFICATIONS

SECTION 15.1 PROMOTERS

The Corporation shall have no more than seven Promoters. The initial Promoters shall be those companies that are listed on Exhibit G hereto; provided, however, that no company listed therein shall become a Promoters until such time as it has executed a Membership Agreement and paid the applicable dues specified therein for Promoters. Additional Promoters may be invited to join the Corporation by the Board provided that the process set forth in Exhibit D is duly met. All Promoters must execute a Membership Agreement and pay the applicable fees specified therein for Promoters. All Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Promoters shall have:

- (a) the right to appoint a Director and an Alternate for such Director;
- (b) the right to be listed (with a hyperlink to the Promoter's web site) as a Promoter on the Corporation's web site;
- (c) the right to access Promoter-only content on the Corporation's web site;
- (d) subject to appointment by the Board, the right to chair Work Groups;
- (e) subject to Section 8.2(b) and the General Work Group Procedures and any Specific Work Group Procedures that govern the actions of Work Groups, the right to participate in and vote on the activities of the Work Groups;
- (f) subject to such procedures set forth in the Intellectual Rights Policy or adopted by the Board, the right to review Draft Specifications prior to their adoption as Final Specifications;
- (g) the right to technical support and support documentation and materials with regard to Final Specifications, if and when such services and documentation and materials are provided by the Corporation; and
- (h) the preferential right of first refusal to actively participate in the Corporation's marketing and promotional activities.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Promoters may be entitled.

SECTION 15.2 CONTRIBUTORS

The Corporation shall have Contributors. An applicant at the Contributor membership level may be invited to join the Corporation as a Contributor only upon approval of the Board. Such invitation shall

be determined by the Board based on fair and objective criteria and may generally include a requirement that a prospective Contributor have a substantial economic or technical interest or impact on the Corporation's success in fulfilling its stated purpose and that it will publicly declare its membership in the Corporation. All Contributors must execute a Membership Agreement and pay the applicable fees specified therein for Contributors. Contributors may also be admitted to the Corporation under the FastTrack Member Approval Process set forth in Exhibit E-1. Once accepted, all Contributors shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Contributors shall have:

- (a) the right to be listed (with a hyperlink to the Contributor's web site) as a Contributor on the Corporation's web site;
- (b) the right to access Contributor-only content on the Corporation's web site;
- (c) subject to Section 8.2(b) and the General Work Group Procedures and Specific Work Group Procedures that govern the actions of Work Groups, the right to participate in and vote on the activities of the Work Groups;
- (d) subject to such procedures set forth in the Intellectual Rights Policy or adopted by the Board, the right to review Draft Specifications prior to their adoption as Final Specifications;
- (e) the right to technical support and support documentation with regard to Final Specifications, if and when such services and documentation are provided by the Corporation; and
- (f) subject to the preferential right of Promoters, the right to actively participate in the Corporation's marketing and promotional activities.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Contributors may be entitled.

SECTION 15.3 ADOPTERS

The Corporation shall have Adopters. The Corporation shall admit all of its licensees or other qualified companies that it has not otherwise agreed to admit as Promoters or Contributors as Adopters. All Adopters must execute a Membership Agreement and pay the applicable fees specified therein for Adopters. Once accepted, all Adopters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Adopters shall have:

- (a) the right to be listed as a Adopters on the Corporation's web site;
- (b) the right to access Adopter-only content on the Corporation's web site; and
- (c) the right to technical support and support documentation with regard to Final Specifications, if and when such services and documentation are provided by the Corporation.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Adopters may be entitled.

SECTION 15.3.1 Low Revenue Members

The Corporation may have Low Revenue Members. Membership at this level shall be limited to new Members only, for 18 (eighteen) months duration and subject to payment of discounted membership fees as set forth herein. An applicant to such membership level has to express written interest to join the Corporation by submitting to the Secretary of the Board or to the President, a formal statement of its

organization signed by its authorized financial officer, stating an annual revenue below \$5,000,000 USD. All Members at this level must execute a Low Revenue Membership Agreement in the form of Exhibit F-3 and pay the applicable discounted fees specified therein for Low Revenue Members. Once accepted, all Low Revenue Members shall be entitled to all rights afforded to Adopters, and shall be bound to the obligations generally afforded and imposed upon all Members.

SECTION 15.4 Non Profit/Governmental Members

The Corporation may have Non Profit/Governmental Members. The President shall have the right, at its sole discretion, to invite non profit and/or governmental organizations to serve as Non Profit/Governmental Members free of any annual dues or fees. All Non Profit/Governmental Members must execute a Membership Agreement. Once accepted, all Non Profit/Governmental Members shall be bound to the obligations generally imposed upon all Members and shall have only the following rights:

- (a) the right to be listed as Non Profit/Governmental Members on the Corporation's web site; and
- (b) the right to be appointed as an Observer subject to and in accordance with Section 4.8.

SECTION 16: CONFIDENTIALITY

SECTION 16.1 CONFIDENTIAL INFORMATION

The Members intend to engage in discussions regarding the development and publication of Specifications, governance, and marketing activities of the Corporation. During the course of these discussions the Members may choose to exchange confidential and proprietary business and technical information (i) of the Corporation ("**Corporation Confidential Information**"), which shall only include Draft Specifications, Final Specifications and unpublished business plans, road maps and trademark policies of the Corporation or (ii) relating to their own proposed Contributions (as that term is defined in the Intellectual Property Rights Policy) ("**Member Confidential Information**"), in each case in furtherance of the purposes of the Corporation. Each Member shall use commercially reasonable efforts to limit the disclosure of its own Member Confidential Information to the other Members to such information as is reasonably necessary to be disclosed in connection with its proposed Contributions. Unless otherwise provided herein, all Corporation Confidential Information and Member Confidential Information shall be deemed "**Confidential Information**". For the avoidance of doubt, the power to voluntarily disclose Corporation Confidential Information lies with the Corporation while the power to voluntarily disclose Member Confidential Information lies with the Member disclosing such Member Confidential Information; provided, however, that upon a Contribution being incorporated into any Final Specification, any Member Confidential Information associated therewith shall become Corporation Confidential Information.

SECTION 16.2 OBLIGATION OF CONFIDENTIALITY

Each Member will maintain Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances, and will neither use, disclose, nor copy such Confidential Information, except as necessary for its affiliates, directors, officers, employees, contractors, agents, and/or attorneys with a need to know for the purpose of participation in the Corporation and who have agreed to maintain the confidentiality of such Confidential Information ("**Representatives**"). A Member shall remain at all times liable for any acts or omissions of its Representatives regarding use, disclosure or copy of Confidential Information. With respect to a Member, this obligation of confidentiality will expire five years from the date such Member's membership in the Corporation is terminated. Notwithstanding the foregoing, no obligation of confidentiality shall apply to information that is:

- (a) rightfully in the public domain other than by the receiving Member's breach of this Agreement;
- (b) rightfully received from a third party without any obligation of confidentiality;
- (c) rightfully known to the receiving Member without any limitation on use or disclosure prior to its receipt from the disclosing Member;
- (d) independently developed by the receiving Member without reference to the Confidential Information;
- (e) rightfully disclosed as required by law; or
- (f) the subject of a written authorization to disclose by the disclosing Member.

Nothing contained in these Bylaws will preclude any Member from proffering or entering into nondisclosure agreements with other Members for any reason, provided that as to Confidential Information disclosed to any Member solely through its participation in the Corporation's activities, the provisions of these Bylaws shall in all respects control.

SECTION 16.3 DISCLOSURES COMPELLED BY LAW OR JUDICIAL PROCEEDING

Notwithstanding Section 16.2, in the event that a Member or the Corporation or any Representative to whom either has disclosed Confidential Information pursuant to this Section 16 is required to disclose any portion of such Confidential Information by operation of Law or in connection with a judicial or governmental proceeding or arbitration (whether by oral questions, interrogatories, requests for information, subpoena, civil investigative demand or similar process) or to establish its rights under these Bylaws, such disclosure will be permissible, provided that such Member or the Corporation, as the case may be, shall first use reasonably diligent efforts to notify the such Member or Corporation in advance of such disclosure so as to permit such Member or the Corporation to request confidential treatment or a protective order prior to such disclosure.

SECTION 16.4 INJUNCTION RELIEF

Each Member hereby acknowledges and confirms that unauthorised disclosure or use of the Corporation Confidential Information could cause irreparable harm and significant injury to the Corporation that may be difficult to ascertain. Accordingly, each Member agrees that the Corporation, in addition to any other right or remedy that it may have available to it under the Bylaws, at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to enforce obligations of confidentiality, without the necessity of proving actual damages, posting bond or making any undertaking in connection therewith.

SECTION 16.5 NO OBLIGATION OF DISCLOSURE – TERMINATION

The Members have no obligation to disclose Member Confidential Information to the other Members. Any Member may, at any time: (a) cease giving Member Confidential Information to the other Members without any liability; and/or (b) request in writing the return or destruction of all or part of its Member Confidential Information previously disclosed hereunder, and all copies thereof, and the other Members will promptly comply with such request, and certify in writing its compliance.

SECTION 16.6 RESIDUALS

As a result of engaging in the development effort referred to in these Bylaws and its exposure to Confidential Information, each Member may use and disclose in its business the increased or enhanced knowledge retained in the unaided memories (without use of or reference to Confidential Information in any tangible form) of its Representatives (a “**Residual**”). With respect to any Confidential Information, no Member or its Representatives shall intentionally memorize it so as to reduce it to an intangible form for the purpose of creating or using a Residual and avoiding the Member’s obligation to maintain its confidentiality. No Member who owns Confidential Information shall acquire or be entitled to any rights in the business endeavor of any other Member that may use a Residual, nor does any Member have any right to compensation related to another Member’s use of a Residual. For the avoidance of doubt, if a recipient can attribute retained information to a Member such information shall not be deemed a Residual hereunder.

SECTION 16.7 SURVIVAL

This Section 16 shall survive any termination of membership pursuant to Section 13.9 or any other reason.

SECTION 17: ALTERNATIVE DISPUTE RESOLUTION

SECTION 17.1 APPLICATION

The following provisions of this Section 17 apply in the event of (i) any dispute between a Member and the Corporation relating to these Bylaws or such Member’s Membership Agreement and (ii) except as provided under Section 17.6 below, Members seeking to enforce rights and obligations under these Bylaws against other Members. Any such claim or dispute shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.

SECTION 17.2 WAIVER OF WARRANTIES

ALL SPECIFICATIONS OF THE CORPORATION, ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN, AND ANY CONTRIBUTIONS TO SUCH SPECIFICATIONS MADE BY MEMBERS ARE PROVIDED “AS IS,” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 17.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE CORPORATION BE LIABLE TO ITS MEMBERS OR ANY OTHER THIRD PARTY, ITS MEMBERS LIABLE TO THE CORPORATION, OR ITS MEMBERS LIABLE TO OTHER MEMBERS, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES, LOSS OF USE OR DATA OR DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY’S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. THE CORPORATION’S MAXIMUM LIABILITY FOR ANY CLAIM ARISING OUT OF THESE BYLAWS SHALL NOT EXCEED THE AGGARAGTE MEMBERSHIP FEES PAID BY THE APPLICABLE MEMEBER(S) TO THE CORPORATION DURING THE 12 MONTHS PERIOD PRECEDING SUCH CLAIM. ANY AGREEMENT APPROVED BY THE BOARD FOR TECHNICAL SUPPORT TO NON-MEMBERS

WILL INCLUDE A LIMITATION OF LIABILITY SECTION AT LEAST AS PROTECTIVE OF THE CORPORATION AND ITS MEMBERS AS THE PROVISION SET FORTH IN THESE BYLAWS.

SECTION 17.4 MEDIATION

The parties agree to first submit any controversy or claim to nonbinding mediation by a single mediator to be selected by the parties from a panel selected by the International Chamber of Commerce (“ICC”) ADR Dispute Resolutions Services in accordance with the ICC’s then-current ADR Rules (the “Rules”). The parties agree to mediate in good faith over a minimum period of thirty (30) days.

SECTION 17.5 ARBITRATION

Any controversy or claim not resolved by mediation shall be settled by binding arbitration in accordance with the Rules and the procedures set forth below. In the event any inconsistency between the Rules 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 over the party against whom enforcement of the award is sought.

(a) Location. The location of the mediation and arbitration shall be in New York, New York, or a location where the parties mutually agree.

(b) Selection of Arbitrators. The arbitration shall be conducted by a panel of three arbitrators who are independent and disinterested with respect to the parties. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by the ICC from among their panelists with relevant expertise.

(c) Case Management. Prompt resolution of any dispute 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.

(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 as Confidential Information.

SECTION 17.6 EXCLUSIONS

This Section 17 shall not apply to any dispute that arises out of or relates to Section 16, the Intellectual Property Rights Policy or the validity, infringement, or enforceability of patents, trademarks, or copyrights of any party.

SECTION 17.7 SURVIVAL

This Section 17 shall survive any termination of membership pursuant to Section 13.9 or any other reason.

EXHIBIT A

Articles of Incorporation

EXHIBIT B
Antitrust Guidelines

EXHIBIT C

Intellectual Property Rights Policy

EXHIBIT D

Promoter Agreement

Exhibit D-1

Procedure For Appointing Additional Promoters

A. Initial Engagement

An applicant at the Promoter level may be invited to apply to join the Board as a Promoter only by invitation issued by an existing Promoter Member.

B. Nomination by a Board Member

A Board Member that supports the candidacy of a specific applicant at the Promoter level, shall nominate such applicant by presenting the Board with the value and interest of such applicant and its prospective support to the Board and to the Corporation.

C. Board discussion

Following such nomination of an applicant by a Board Member, the Board shall conduct a Board meeting to evaluate the applicant and its prospective interest to the Board. At such time as the Board decides, upon Majority Vote, the HDBaseT Questionnaire shall be sent to the applicant, at the form attached hereto as Annex I to Exhibit D-1. In the event a Board Member objects without relevant and substantive reasons to the submission of the HDBaseT Questionnaire to the applicant at the Promoter level, such Board Member shall not be considered Disinterested Member of the Board for purposes of the Board Member's voting, as set forth herein.

D. HDBaseT Questionnaire

Following the submission of the HDBaseT Questionnaire to the applicant at the Promoter level, the applicant shall complete the HDBaseT Questionnaire within the timeframe as advised by the Board and shall submit the response to the Secretary of the Corporation.

E. Board review

Upon receiving the applicant response to the HDBaseT Questionnaire, the Secretary of the Corporation shall forward such response to the Board Members, and a Board meeting shall be set for review of the applicant's response, to be held by no later than the next scheduled online or in person (face-to-face) Board meeting. During the Board meeting set for review of the applicant response to the HDBaseT Questionnaire, each Board Member shall share with the Board its opinion on the applicant, as well as any related issues which require additional check or discussion. During such Board meeting, the Board shall decide at Majority Vote, on conducting an interview to the applicant.

F. Interview and Board decision

Upon decision of the Board, the applicant shall be invited to the Board's next or the earliest feasible in person (face-to-face) meeting to be attended in person by the Board Members, for an interview by some or all of the Board Members, at the decision of the Board. Following the interview and on the same Board meeting or at the following in person (face-to-face) Board meeting, the Board shall conduct a discussion and vote, upon Unanimous Vote, if to admit the applicant as a Promoter. A Board Member that objects to admitting an applicant to the Board shall provide substantive and relevant reasons for such position; a Board Member that has not justified its position accordingly shall not be considered Disinterested Member of the Board in relation to such voting for admitting the applicant as a Promoter. Furthermore, a Board Member that did not attend either the in person (face-to-face) meeting of the Board set for the interview, or the discussion and voting of the Board on the prospective Promoter, will not be considered Disinterested Member of the Board in relation to its voting.

Annex I to Exhibit D-1
HDBaseT Questionnaire to a prospective Promoter

EXHIBIT E

Contributor Agreement

Exhibit E-1

FastTrack Approval Process For Admission Of Contributors

The process set forth below shall be followed by the Board and the President in order to admit a prospective Contributor to the Corporation:

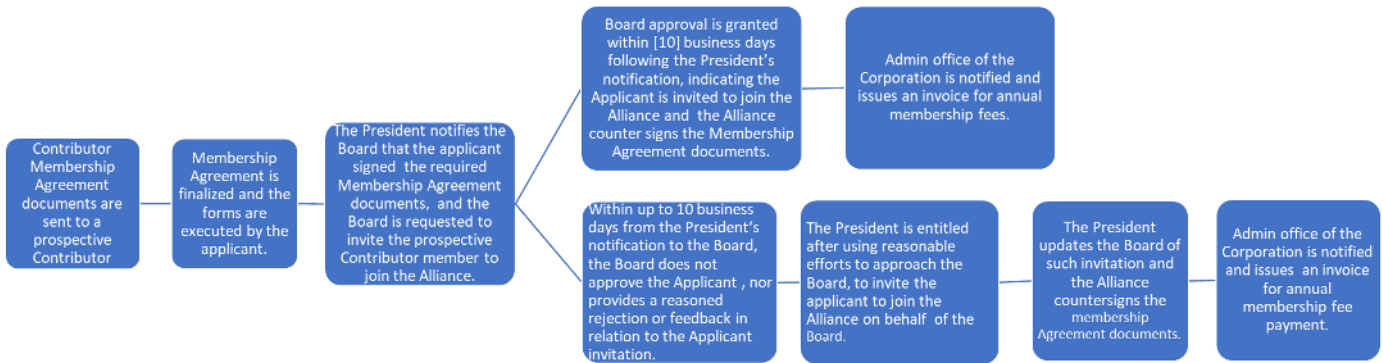


EXHIBIT F
Adopter Agreement

EXHIBIT F-1

Non Profit/Governmental Member Agreement

EXHIBIT F-2
Observer Undertaking

EXHIBIT F-3

Low Revenue Member Agreement

EXHIBIT G

Initial Promoters

CERTIFICATE OF SECRETARY

I hereby certify that:

(a) I am the duly appointed Secretary of HDBaseT Alliance, an Oregon nonprofit corporation (the “**Corporation**”); and

(b) the foregoing Bylaws comprising [__] pages, including this page, constitute the 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 _____, 20__.

Name

Signature