Bylaws of the OCA Alliance
September 23, 2026 by amendment

BYLAWS OF OCA ALLIANCE

ARTICLE 1. DEFINITIONS

SECTION 1.1 NAME

The name of this Corporation is OCA Alliance, Inc. (“OCA Alliance” or “Corporation”)

SECTION 1.2 MEMBER

Member shall mean all members of the Corporation who so qualify in accordance with the provisions of Section 5.3.

The Corporation shall have multiple Membership types. Each Membership type shall belong to one of two classes: Voting Members and Members whose voting privileges are limited as defined by the Board of Directors. These types and their classes will be defined by the Board of Directors and communicated to all Members.

ARTICLE 2. OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The Principal office of the Corporation is located in Snohomish County, State of Washington USA or as to such location as the Board of Directors shall determine.

SECTION 2.2 OTHER OFFICES

The Corporation may have other offices at such places, within or outside of 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.

ARTICLE 3. NON-PROFIT PURPOSES

SECTION 3.1 IRC SECTION 501(C)(6) PURPOSES

The Corporation is organized exclusively for one or more 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.

ARTICLE 3.2 SPECIFIC OBJECTIVES AND PURPOSES

OCA Alliance is a non-profit corporation formed to secure the standardization of the Open Control Architecture (OCA) as a media networking system control standard for professional applications.

The purposes for which the corporation is organized are

1. Actively promote the adoption and standardization of Open Control Architecture (OCA) as a media networking system control standard through marketing, education and training, freely available at no cost.
2. Develop and refine the original OCA Specification as a standard for the industry and to secure the standardization of OCA as a media networking system control for professional applications.
3. Develop future OCA Specifications and other documents that augment, enhance or extend the primary OCA Specification for the purposes of enabling and promoting increased interoperability and reliability for a variety of transport standards.
4. Provide developer support for OCA compliant products, and actively support those Members producing OCA compliant products, including, but not limited to: OCA application program interface, OCA system development kit and OCA test tools.
5. Provide a forum and environment whereby the Members of the corporation may meet to review standards development and compliance programs and to foster the development of new products based on the OCA standard.
6. Educate the business and consumer communities of the value, benefits and applications for OCA.
7. Establish and maintain relationships with education institutions and other technology associations and organizations that help promote the use and development of OCA products.
8. Conduct other activities in furtherance of the goals of the OCA Alliance as determined by the Board of Directors.

ARTICLE 4. DIRECTORS

The initial Board of Directors shall be appointed by the incorporator and shall consist of representatives from the founding Members. Said Members of the initial Board shall serve until their annual term expires or terminates or until their successors are appointed. The first Board of Directors election shall take place no later than one calendar year from incorporation in accordance with the procedures outlined in these Bylaws.

SECTION 4.1 NUMBER

Initially, the Corporation shall have a minimum of three (3) and a maximum of nine (9) Directors and collectively they shall be known as the Board of Directors. The maximum number of Directors shall be nine (9) unless changed by the Board of Directors. The minimum number of Directors of the Corporation may be changed by unanimous approval of the Board of Directors but shall not be less than one (1).

SECTION 4.2 POWERS

Subject to the provisions of the State of Delaware and any limitations of 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

The Board is charged with overseeing the operation of the OCA Alliance consistent with these Bylaws to ensure that the goals of the OCA Alliance are being met and with calling regularly scheduled general meetings of the Membership not less than once annually after adoption of these Bylaws or as determined by the Board of

Directors to meet the needs of the Membership. The Board is responsible for overseeing all working groups, committees and staff activities of the OCA Alliance. Prior Board approval shall be required for any and all undertakings and obligations assumed by the OCA Alliance.

It shall be the duty of the Directors to:

1. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation or by these Bylaws.
2. 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.
3. Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;.
4. Meet at such times and places as required by these Bylaws.
5. Register their addresses with the Secretary of the Corporation (notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof).
6. Elect annually a Chair from the Board of Directors who shall be the Chief Executive Officer of the Corporation and shall perform all duties as required by these Bylaws.
7. Establish and disband other committees as appropriate to conduct the work of the Corporation.
8. Approve 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 it is practical until an annual budget is approved.
9. Establish annual dues, privileges, and benefits for all membership types.

SECTION 4.4 ELECTIONS OF DIRECTORS

Elections of the Board of Directors shall take place at least once a year at a meeting of the Membership.

Members who provides consulting services as more than 5 % of their total revenue, when nominated for election to the Board must comply with the following requirements, in writing, at least one week prior to the election:

1. Candidates must provide a complete list of all past and present Member companies for whom the candidate has provided consulting services during a "bracket period" defined as six months prior to the date of the election.
2. Candidates must identify all present Member companies with whom the candidate has any contractual arrangement at present or during the bracket period.
3. Candidates must assert that: If elected, during the candidate's term on the Board the candidate will disclose if the candidate or their company provides more than 5% of their total revenue to a Member company (other than their own) that is either represented on the Board by that Member company's employee or which receives consulting services from another Board Member during that other Board Member's term or bracket period. Candidates who, when nominated, have full-time employment from one Member company and who do not provide consulting services of any form during the bracket period are excused from requirements 1 and 2, because it is assumed the candidate represents that Member company and no other.

Candidates who fail to comply with these requirements cannot be elected to or serve on the Board. A candidate who identifies one or more Member companies in requirements 1 or 2 is considered an employee of each such company for the purpose of complying with Section 4.4 of these Bylaws.

Because client data of consultants is often considered to be sensitive, the disclosure required above shall be made in writing to the staff of the OCA Alliance, who shall retain it on file but who shall not disclose it to any other person. The staff will be expected to assess the candidate's compliance with this policy and then advise the current Board on a yes/no basis regarding that compliance.

Each Member of the Board is expected to accept a significant contributing role within the Alliance, such as that of an Officer, Working Group chair, or organizer of a major event.

To be elected to the Board each delegate must receive a total of 33% or more of the voting Members or appear in a run off ballot.

Each Voting Member may nominate one individual to the Board of Directors by written notice. No Member may have more than one representative on the Board. Members with a representative on the Board may fill a vacancy caused by such representative with another representative by giving written notice of replacement of the absent representative to the Secretary within ninety (90) days of the vacancy.

SECTION 4.5 ELECTIONS OF OFFICERS

Within the Board, officers will be elected to help organize and operate both the activities of the Board as well as of the OCA Alliance in general. The OCA Alliance shall have a minimum of the following officers: a chair, a vice-chair and a financial officer. These officers shall be nominated and elected from among Board Members by a majority vote of the Board Members.

Chair - will be responsible for presiding over meetings of the Board and the Membership, achieving closure on outstanding issues, and ensuring progress at meetings. Will act as Chief Executive Officer of the Corporation and shall perform all duties as required by these Bylaws;

Vice chair - will be responsible for substituting for the chair when he/she is unavailable, and assisting the other officers in performing their duties.

Financial Officer - will be responsible for maintaining the OCA Alliance accounts, handling contracts, and reporting to all Members no less frequently than every one hundred twenty (120) days on the financial condition, expenses, liabilities and assets of the OCA Alliance. The Financial Officer will also act as the Secretary of the Corporation, in the event one is not appointed or elected by the Board of Directors.

Additional officers including but not limited to Secretary and Editor may be elected or appointed positions within the Board.

Except for the specific powers and responsibilities described above, the officers shall have the same powers and responsibilities as other Members of the Board.

SECTION 4.6 COMPENSATION

Directors shall not be compensated for their services as Directors. Directors may however receive reimbursement from the Corporation for pre-approved expenses in attending to their Director duties.

SECTION 4.7 PLACE OF MEETINGS

Meetings of the Directors shall be held at mutually agreed place and times. Meetings may be held in person or by any combination of audio, document or video conferencing. A special meeting of the Board of Directors may be called by any three Directors.

SECTION 4.8 QUORUM FOR MEETINGS

A quorum shall consist of two-thirds of the Members of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting.

ARTICLE 5 MEMBERSHIP PROVISIONS

SECTION 5.1 ACTIVITIES

The activities of the OCA Alliance will include, but not be limited to: submitting, as appropriate, proposals to national and international standards bodies; the active promotion of OCA in the marketplace; providing educational services and programs regarding OCA; and performing other activities permitted under its Articles of Incorporation and these Bylaws in furtherance of the goals of the OCA Alliance. All business of the OCA Alliance, including meetings of the Membership, the Board of Directors, and working groups, shall be conducted in accordance with fair and democratic parliamentary procedure.

SECTION 5.2 STATEMENT OF OPENNESS

The Members of the OCA Alliance ("Members") are individually and collectively committed to open competition in the development of products, technology, and services, and the Members are not restricted in any way from designing, developing, marketing, and/or procuring hardware, software, systems, technology, or services. Implementation or use of anything proposed by the OCA Alliance will be voluntary, and no Member shall agree or be obliged to implement them by virtue of participation in the OCA Alliance. All meetings of the OCA Alliance, including meetings of the Membership, the Board of Directors, and working groups, will be open to all Members, and any records thereof shall be non-confidential and available for inspection by any Member. The OCA Alliance officers and Members acknowledge that discussing costs, volumes, inventories, sales level methods, channels of distribution, markets, current prices, profitability or any other topic in a manner which would tend to stabilize prices, dictate or tend to dictate the use of OCA or any other hardware, software, technology, or service in an illegal manner or which would restrict or tend to restrict trade or create an unlawful monopoly is prohibited. The Members and participants of the OCA Alliance shall strictly comply with state, federal and foreign antitrust laws.

SECTION 5.3 MEMBERSHIP QUALIFICATIONS

Any invited individual or legal entity, private or governmental, interested in promoting the purpose of the OCA Alliance may become a Member of the OCA Alliance by agreeing in writing to be bound by these Bylaws and by remitting payment of dues subject to trade or commerce restrictions imposed under U.S. or other applicable law. The OCA Alliance does not restrict Membership on the basis of race, color, disability, sex, religion, or national origin.

If separate divisions from the same company desire to participate as separate Members in the OCA Alliance, each division may become a Member as described herein.

SECTION 5.4 MEMBERSHIP TERM

Membership shall be held on an annual basis, expiring annually on the anniversary of the last day of the month in which the Member originally joined.

SECTION 5.5 RIGHTS OF MEMBERS

Members in good standing of the OCA Alliance will be able to attend and participate in all Membership meetings, will be able to attend and participate in any working groups that might be formed, will be able to participate in any Membership activities, seminars, conferences, etc., and will be entitled to receive all documentation and materials generated by the OCA Alliance except as limited by their type of membership.

Business of the OCA Alliance, including meetings of the Membership and working groups, shall be conducted in accordance with fair and democratic parliamentary procedure.

SECTION 5.6 REPRESENTATIVES

Each Member shall be entitled to have an unlimited number of representatives in the Membership, provided that the representatives identify themselves in all Membership business as representatives of such Member, and make active contributions to the Membership.

Representatives of Members, including a Member of the Board or any officer, may continue their Membership and the balance of their term of office in the event that they change affiliation from one Member to affiliation with a new or existing Member, provided that they make the change of affiliation known to the OCA Alliance by notice to the Secretary, and if an officer or Member of the Board, that they obtain consent by way of a resolution of the Board to continuation of their office and/or Board Membership notwithstanding their change in affiliation.

SECTION 5.7 FEES AND DUES

SECTION 5.7.1 DUES

OCA Alliance dues shall be set on an annual calendar year basis. Each Member shall pay such annual dues as are established from time to time by resolution of the Board. In establishing the schedule of annual dues, the Board may set different amounts for a given year based on various criteria, including (but not limited to) Membership type, the amount of the Member's gross annual revenues, and whether the Member is a for-profit legal entity (incorporated or unincorporated), a not-for-profit legal entity (incorporated or unincorporated) or an individual.

SECTION 5.7.2 SPECIAL ASSESSMENTS

The OCA Alliance shall raise no revenue other than that required to pay all its expenses, including adequate reserves and such unusual or extraordinary expenses as may be authorized and incurred from time to time at properly noticed regular or special meetings of the Membership or the Board in furtherance of the goals of the OCA Alliance. The monies so required may be raised by special assessments which may be levied from time to time equally against all members by the Board.

The Board shall not levy special assessments on any Member which, in any calendar year, cumulatively exceed an amount equal to the annual dues of such Member.

No new Member shall be required to pay any special assessment or portion thereof levied prior to the date such Member was admitted to Membership in the OCA Alliance.

Payment of special assessments shall be optional. A special assessment which a Member has agreed to pay shall be termed an “accepted special assessment”.

Any special assessment suggested by the Board must be approved by a majority of 2/3 of the voting Membership before approved. Within forty-five (45) days after any assessment has been levied, notice thereof shall be given to each and every Member stating the amount of such assessment and the date or dates which the same was ordered to be paid.

SECTION 5.7.3 PAYMENT

Members agree to be bound by the Bylaws and the Policies and Procedures of the OCA Alliance to be adopted by the Membership and further agree to pay all dues and accepted special assessments owing from their membership.

If any payment of dues or accepted special assessments is not made as and when required, a notice will be sent to the Member whose payment is delinquent. If payment of dues or an accepted special assessment is not made within ninety (90) days after such notice, the Board may revoke the Member's membership or suspend the Member's membership until the default is cured.

ARTICLE 6 COMMITTEES AND VOTING

SECTION 6.1 OFFICERS AND WORKING GROUPS

The Board may create working groups to address specific issues or topics. These working groups will be chaired by one Board member, or any person approved by the Board, and will be composed of all interested Members as well as any other individuals or groups the working group deems necessary to invite to participate. Members may be requested by the Board to provide qualified representatives to further the work of various working groups. The working groups may organize themselves in any way they deem necessary in order to complete a given assignment, but in all cases subject to these Bylaws, the Policies and Procedures of the OCA Alliance and the direction of the Board. The working groups may meet as often as they determine necessary and will be responsible for reporting their progress to the Board, maintaining current and historical records of their meetings, proposals and votes and promptly communicating these records to the Secretary of the OCA Alliance for publication to interested Members. The working groups shall also be responsible for the generation of documentation related to their activity. Upon completion of a working group activity, a proposal will be forwarded to the Board for final approval, and the Board will vote on whether to accept the proposal made by the working group.

In addition to participating in working groups, the Membership shall organize activities, seminars, conferences, etc., on a periodic basis to help further the goals of the OCA Alliance. These activities may be carried out by any Member as long as the Board gives its prior approval to the form and content of the activity.

SECTION 6.2 VOTING PROCEDURES

In all meetings of the OCA Alliance, including but not limited to meetings of the Membership, the Board and any working group, business shall be conducted as follows:

No matter may be voted upon at any meeting which has not been clearly identified in an agenda published and distributed prior to such meeting to those eligible to vote at the meeting.

Only Voting Members in good standing shall be eligible to vote at meetings of the Membership, and each such Member shall have only one vote, irrespective of its having multiple representatives in the OCA Alliance. Each Voting Member shall identify and register its voting representative with the Board. If for some reason the voting representative of a Member cannot be present at the meeting of the Membership where the voting will occur, then an alternate voting representative designated by the Member may vote for the Member at such meeting.

A quorum must be present at the meeting in order to pass any motion. A quorum for meetings of the Membership and any working group shall consist of at least thirty-three percent (33%) of the voters eligible to vote at the time of the meeting. Votes may be taken orally or by a show of hands, however, upon a seconded request of any Member for a written vote on any matter, voting for such matter shall be in writing. In order to pass any motion, a majority of non-abstaining eligible voters at the meeting must vote for the proposal.

Detailed minutes shall be prepared for all meetings and promptly made available to all Members.

Minutes of each meeting shall show who attended, the matters discussed, including any proposals, reports and recommendations, and shall record all motions, objections, abstentions, ayes and nays.

ARTICLE 7 TERMINATION AND TRANSFERAL OF MEMBERSHIP

SECTION 7.1 TRANSFER

In the event that through merger or acquisition or other similar event, a Member's assets related to media networking system controls are totally or substantially transferred to another entity, that Member's membership may be transferred to the new entity, provided that subscription to the Bylaws and the membership application are properly executed in the name of the new entity. Any such transfer of membership shall be subject to approval by the Board. Notwithstanding the foregoing, a Member may transfer its membership to a wholly-owned subsidiary of that Member.

SECTION 7.2 RESIGNATION

Any Member of the OCA Alliance may withdraw from membership by tendering a written resignation to the Board and a sum of money equal to any and all dues and accepted special assessments, and each and every installment thereof, remaining unpaid on the date of tender of resignation.

SECTION 7.3 WITHDRAW FROM BUSINESS

Membership in the OCA Alliance shall automatically terminate upon bankruptcy or withdrawal from or cessation of business by any Member which is a legal entity (incorporated or unincorporated).

SECTION 7.4 SUSPENSION AND REVOCATION

Any Member who violates any of the Bylaws, documented procedures, or duly adopted resolutions, or fails to pay dues or accepted special assessments, shall by a two-thirds (2/3) vote of the Board present at any meeting at which a quorum exists, be subject to suspension or membership revocation as authorized in the Policies and Procedures of the OCA Alliance. Membership revocation or suspension for any reason other than nonpayment of dues or accepted special assessments shall occur only after the affected member has been advised, in advance, in writing of the proposed revocation or suspension and the reasons therefor, and has been given an opportunity to submit to the Board reasons in support of its continued membership in the OCA Alliance. The notice to the affected Member shall include the name and address of the individual or legal entity making the charge and a concise statement of the material facts constituting the charge. If the Board determines in good faith that the

allegations are substantiated, the Board shall vote on whether to revoke or suspend the Member's membership. The decision of the Board concerning membership revocation or suspension shall be final and binding. Any Member whose membership in the OCA Alliance shall have been suspended by the Board shall not be considered a Member in good standing during the period of suspension and shall take no part in any of the activities, funds, property, rights, and interests belonging to the OCA Alliance until such time as such Member complies with the requirements of the Board for the removal of the suspension and the return to good standing. A Member whose membership is revoked for any reason shall forfeit any dues or accepted special assessments paid during membership. No Member whose membership has been revoked shall be eligible to rejoin the OCA Alliance for a period of one (1) year from the date of revocation, and such former Members shall not be considered for readmission until all arrears in dues and/or other monetary obligations to the OCA Alliance shall have been paid.

SECTION 7.5 SURVIVAL

The obligations under Section 9 of a terminated or withdrawing Member shall survive termination or withdrawal with respect to:

(a) any OCA Specification adopted and approved for publication by the Corporation, prior to the Member's termination or withdrawal (and including technical revisions or updates thereto);

(b) any OCA Specification, whenever adopted or published, to the extent that it includes or incorporates an OCA Specification, or portion thereof, published prior to the Member's withdrawal or termination; and

(c) any portions of any OCA Specification, whenever adopted or published, that incorporate or are based on the withdrawing or terminated Member's own Contribution(s).

ARTICLE 8.0 ADMINISTRATIVE

The Board shall designate a working group to draft a document setting forth the Policies and Procedures of the OCA Alliance as guidelines for Members, which Policies and Procedures shall be subject to ratification by a general meeting of the Membership.

SECTION 8.1 SUBSCRIPTION TO BYLAWS

Each Member shall subscribe to and agree to be bound by these Bylaws and all amendments thereto before being entitled to the rights of membership in the Corporation. Those Members who have paid the required dues and accepted special assessments in accordance with these Bylaws and who are not suspended shall be Members in good standing.

SECTION 8.2 AMENDMENTS

These Bylaws may be amended by resolution adopted by the Board, subject to ratification by a general meeting of the Membership.

SECTION 8.3 NOTICE

All Members of the OCA Alliance shall maintain on file with the principal office of the OCA Alliance, the name, business address, fax number, telephone number and E-mail address of the person authorized by the Member to receive notices from the OCA Alliance. Notices shall always be in writing and sent by letter, and confirmed by facsimile or E-mail.

SECTION 8.4 INDEMNIFICATION

Directors and officers of the OCA Alliance shall be indemnified, defended, and held harmless from and against any and all costs and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the OCA Alliance or to another organization or enterprise at the OCA Alliance's request. Persons who are not directors or officers of the OCA Alliance may be similarly indemnified in respect of such service to the extent authorized at any time by the Board.

The OCA Alliance may at any time, to the extent authorized by the Board, take such steps as may be deemed appropriate by the OCA Alliance, including purchasing and maintaining insurance, entering into contracts (including, without limitation, contracts of indemnification between the OCA Alliance and its directors and officers), creating a trust fund, granting security interests, or using other means to insure the payment of such amount as may be necessary to effect such indemnification.

Neither the amendment nor repeal of this Section 8.4 shall affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification. The indemnification provided by this Section 8.4 shall not be deemed exclusive of any other rights to which a director or officer or former director or officer may be entitled under any other agreement, insurance policy, or otherwise.

SECTION 8.5 REVIEW PROCESS

For any document created by the OCA Alliance, a review process within the responsible working group shall be conducted. The review shall consist of the following steps:

1. The draft document and a review list are sent to all group Members for review.
2. The review time for feedback shall be at least 7 work days. If necessary, the time can be adjusted by the work group chair.
3. Within the review time, each group Member can give their feedback by filling the review list and sending the list back to the work group chair.
4. After the review time, the feedback from all responders is collected by the work group chair and made available to all group Members.
5. The group chair organizes a feedback session with the group Members where all feedback is discussed and voted upon changes in the draft document. The feedback session can be a face-to-face meeting or a telephone conference.
6. After the feedback session, possible changes will be made in the document and the document will be made available to all group Members for voting.
7. A second or third feedback session will not be conducted.

SECTION 9 INTELLECTUAL PROPERTY RIGHTS

SECTION 9.1 DEFINITIONS

9.1.1 "Contribution" means any technical submission, comment, idea, or suggestion made at any time, including such submissions made prior to the effective date of these Bylaws, to the OCA Alliance or any committee thereof, or for incorporation into or modification of the content of an OCA Specification or draft

Specification, provided that the submission is either (a) submitted in writing (including in electronic media); or (b) stated orally, and memorialized with specificity in written documentation (such as approved meeting minutes) that attributes the oral Contribution to the contributor(s), provided that the contributing Member does not object or withdraw such oral submission in writing within forty-five (45) days after the contributing Member's receipt of such written documentation.

9.1.2 "Necessary Claims" means those claims of all patents and patent applications that an entity owns or controls that would necessarily be infringed by implementation of an OCA Specification. A claim is "necessarily infringed" when there is no reasonable non-infringing alternative for implementing the required portions of the Specification. Notwithstanding the foregoing, Necessary Claims do not include the following:

(a) claims other than those set forth above even if contained in the same patent or patent application as Necessary Claims;

(b) claims that are necessarily infringed only by portions of a product or implementation that are not required for compliance with the OCA Specification;

(c) claims covering 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 an OCA Specification;

(d) claims covering reference implementations or other implementation examples (i.e., examples that may be included in the text of an OCA Specification and which illustrate how the OCA Specification could be properly implemented); or

(e) claims covering the implementation of other published specifications not developed by or for the Corporation, but referred to in the body of an OCA Specification.

9.1.3 "OCA Materials" means OCA Specifications, draft versions of OCA Specifications and works-in-progress, schema, prototype software examples, and related documentation or guides, and any materials, updates or modifications related to any of the foregoing.

SECTION 9.2 OWNERSHIP AND COPYRIGHT LICENSE

9.2.1 The Corporation shall own the copyright in OCA Specifications and other OCA Materials developed by the Corporation, any committees of the corporation, or by any contractors or consultants performing work for the Corporation or one of its committees, subject only to the underlying rights in Contributions as described in Section 9.2.2 below. The Corporation may in the future contribute the OCA Specifications and other OCA Materials to another organization that will take over administration and further development, and for that purpose the Corporation may transfer, assign, contribute or license its copyright, in whole or in part, to that organization.

9.2.2 Each Member shall own the copyright in Contributions it makes, and copyright in Contributions developed jointly by more than one Member shall be owned jointly by the contributing parties, without any obligation of accounting to each other or to other Members. Members shall grant to the Corporation a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, copyright license, with the right to sublicense, to use, disclose, copy, reproduce, perform, display, publish, license, modify, create derivative works of, and otherwise distribute and exploit the Contribution for purposes of developing, distributing and promoting the OCA Specifications and OCA Materials, including drafts and works-in-progress, and any other purpose reasonably related to the furtherance of the goals of the Corporation (the "Collaboration") and solely for use in connection with the Collaboration. The license is limited to enabling the activity of the Collaboration to be

conducted by the Corporation. The right to sublicense shall include any rights necessary to enable the Corporation, at its discretion, to transfer, assign, contribute or license its copyright in OCA Materials, to another organization that will take over administration and development of the OCA Specification and other OCA Materials.

9.2.3 The Members agree to affix an appropriate copyright notice to any use of the final OCA Specification or derivative thereof.

SECTION 9.3 PATENT LICENSE

9.3.1 Effective upon adoption and publication by the Corporation of a final OCA Specification, and subject to Section 7.5, each Member shall grant:

(a) to any other Member, upon request, a nonexclusive, worldwide license to its Necessary Claims, royalty-free and under otherwise reasonable and non-discriminatory (RAND) terms, solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of products, whether hardware or software, that comply with all relevant required portions of that OCA Specification; provided that, such agreement need not extend to any part or function of a product that is not required for compliance with the OCA Specification, including optional reference implementations or other implementation examples (i.e., examples that may be included in the text of a Specification and which illustrate how the Specification could be properly implemented), and need not extend to Necessary Claims for which a grant of such license would require payment of royalties or other consideration to unaffiliated parties; and

(b) to the Corporation a nonexclusive, worldwide license to its Necessary Claims, royalty-free and under otherwise reasonable and non-discriminatory (RAND) terms, to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of products, whether hardware or software, that comply with all relevant required portions of that OCA Specification and the right to grant sublicenses to third parties under the same terms; provided that, such agreement need not extend to any part or function of a product that is not required for compliance with the OCA Specification, including optional reference implementations or other implementation examples (i.e., examples that may be included in the text of a Specification and which illustrate how the Specification could be properly implemented), and need not extend to Necessary Claims for which a grant of such license would require payment of royalties or other consideration to unaffiliated parties.

9.3.2 Any transfer or assignment by a Member to a third party of a patent having Necessary Claims shall be made subject to the licensing obligations of this Section.

9.3.3 No Member shall be required to grant, or entitled to receive, any patent license or right or license, by implication, estoppel or otherwise, except as expressly provided by this section. Members retain the independent right to grant or withhold other non-exclusive licenses of patents containing Necessary Claims to any party on such terms as Member may determine.

SECTION 9.4 OTHER PROPERTY RIGHTS

Any Member whose membership in the OCA Alliance have been terminated by resignation, cessation of business, membership revocation, or other cause shall forfeit thereby all rights of membership in the OCA Alliance. No Member has any property right ds in any assets of the OCA Alliance. Furthermore, no surplus of funds of the OCA Alliance (if any) shall inure to the benefit of any Member or employee of the OCA Alliance.

ARTICLE 10 CORPORATE RECORDS AND REPORTS

SECTION 10.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

(a) Minutes of all meetings of Directors, committees of the Board 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 proceedings thereof including all proxies (if applicable);

(b) Adequate and correct books and records of accounts 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 type of Membership held by each Member and the termination date of any Membership;

(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 of the Corporation at all reasonable times during office hours.

SECTION 10.2 DIRECTOR'S INSPECTION RIGHTS

Every 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 any applicable law.

SECTION 10.3 RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

ARTICLE 11 IRS 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 11.1 LIMITATIONS 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.

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 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.