

BYLAWS OF THE MEDIA CODING INDUSTRY FORUM, INC.

A nonprofit nonstock Delaware corporation

1. OFFICES

1.1 Principal Office.

The principal office of the Corporation shall be located at 3855 SW 153rd Drive Beaverton, OR 97003. The designation of the Corporation's principal office may be changed from time to time by the Board of Directors, which change of address shall be effective upon written notice to all Members.

1.2 Other Offices.

The Corporation may also have offices at such other places, within or without of the State of Delaware, 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.

2. PURPOSES

The Corporation shall be composed of a broad range of industry participants from sectors including, but not limited to, the multimedia, movie, television, broadcast, mobile, cable, manufacturing, and interactive gaming ecosystems, comprising content creators, content distributors, consumer electronics manufacturers, professional equipment manufacturers and technology companies. Membership in the Corporation is open to all parties that support the purposes of the Corporation. The Corporation is not a standards development organization, and will not be engaged in the development of technical standards, but will rely upon, and liaise with, standards development organizations for the development of standards in support of multimedia services and devices. Adoption of any of the work products of the Corporation is voluntary; unless expressly agreed by the relevant parties, none of the work products of the Corporation shall be binding on Members or third parties.

The principal purpose of the Corporation shall be:

To further the adoption of MPEG Standards (the "Standards"), initially focusing on VVC (Versatile Video Coding), by establishing them as well accepted and widely used standards for the benefit of consumers and the industry. ("Purpose")

With respect to the Purpose, the objectives of the Corporation are to:

1. Promote these Standards by making available information about them and facilitating access to marketing materials and tools, such as example implementations, testing materials, conformance tools, and best practice recommendations, and by creating industrial focus around the interoperable

usage of these Standards.

2. Provide for open international participation of all interested parties, on reasonable terms applied uniformly and openly.
3. Provide a forum for, and encourage, the discussion of issues related to lawful aspects of licensing of intellectual property rights relevant to the deployment and use of these Standards, in the furtherance of the Purpose. Such discussions will be subject to the limitations described below in Appendix B – Antitrust Guidelines.
4. Contribute the results of its activities to MPEG, ITU-T and other standards bodies as applicable.
5. All actions above to be undertaken in conformance with Section 9.10 of these Bylaws.

The Corporation

1. shall be a business league not organized for profit within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision;
2. shall not develop, file, prosecute, own, license, control or assert patents;
3. shall operate in strict compliance with competition and antitrust laws and in accordance with the Antitrust Guidelines attached hereto as Appendix B; and,
4. shall not conduct business or provide services for the direct financial profits of its Members.

3. DEFINITIONS

3.1 "Affiliate" or "Affiliates"

"Affiliate" or "Affiliates" means any entity, now or hereafter, that is directly or indirectly through one or more intermediaries controlled by, under common control with, or that controls the subject party. For purposes of this definition, "control" means direct or indirect control of more than 50% of the voting power to elect directors of a corporation in the case of a corporate entity, or for any other entity, the power to direct management of such entity. In the event that a Member corporation desires to exempt one or more Affiliates (as defined above) from its Membership in MC-IF, such Member may designate the legal corporate entities that are exempted in writing on the Membership Agreement (the "Affiliate Exemption List"), and may update such Affiliate Exemption List from time to time by written notice to the Executive Director or the President. MC-IF shall post to the public website of MC-IF the Member company, and such Affiliate Exemption List (if any), as updated from time to time by Member. For the avoidance of doubt, the term "Member" as used herein shall include all Affiliates, unless they are listed on the Affiliate Exemption List of such Member, as updated from time to time by such Member. For the avoidance of doubt, only Members and their Affiliates, unless listed

on the Affiliate Exemption List, shall be entitled to the rights and be bound by the obligations stated in the Organizational Documents as generally afforded to and imposed upon all Members.

3.2 “Antitrust Guidelines”

“Antitrust Guidelines” shall mean the interim antitrust guidelines as set forth in the form of Appendix B, and such amended antitrust guidelines as may be adopted by the Board of Directors.

3.3 “Code”

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

3.4 “Confidential Information”

“Confidential Information shall mean any information that is disclosed, discussed and/or exchanged during any activity of MC-IF which is marked or designated as confidential in any tangible means, as well as any copies or abstracts of such information, and portions of minutes of any Work Group meeting that would disclose such information. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) becomes publicly available other than via a breach of a duty not to disclose such Confidential Information pursuant to this Policy; (b) is received from a third party without any obligation of confidentiality; (c) is rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) is independently developed by employees of the receiving party without reference or access to any Confidential Information; or (e) generally made available to third parties by MC-IF or the disclosing party without restriction on disclosure.

3.5 “Corporation”

“Corporation” shall mean Media Coding Industry Forum, Inc.

3.6 “DGCL”

DGCL shall mean the Delaware General Corporation Law, as it may be amended from time to time.

3.7 “Executive Director”

“Executive Director” shall mean an employee or contractor of the Corporation whose duties and responsibilities are set forth in Section 7.9 below. The Executive Director shall be an individual who is not a member of the Board of Directors nor an employee of a Member.

3.8 “Initial Member”

“Initial Member” means a Member company which has executed a Member Agreement within 30 days of the formation of the Corporation.

3.9 “IPR Policy”

“IPR Policy” means the policy entitled “Media Coding Industry Forum, Inc. Intellectual Property Rights Policy” as adopted by the Board of Directors and in the form as set forth at Appendix A, as it shall be amended from time to time.

3.10 “Majority”

“Majority” means an affirmative vote of at least fifty percent (50%), plus one.

3.11 “Member”

“Member” means a general reference to all Regular Members and Small Entity Members pursuant to the provision of these Bylaws, and their Affiliates unless they are listed in the Affiliate Exemption List of such Member.

3.12 “Member Agreement”

“Member Agreement” means the document entitled “Media Coding Industry Forum, Inc. Member Agreement” as adopted by the Board of Directors and in the form as set forth at Appendix C, as it shall be amended from time to time.

3.13 “MPEG Standards”

“MPEG Standards” means the media coding standards promulgated by ISO/IEC JTC1 SC29/WG11 (Motion Pictures Expert Group, MPEG) and ITU-T Study Group 16 Video Coding Experts Group.

3.14 “Organizational Documents”

“Organizational Documents” shall mean these Bylaws, the IPR Policy, the Antitrust Guidelines and the Member Agreement.

3.15 “Regular Member”

“Regular Member” shall mean all Members of the Corporation who designate so in accordance with the provisions of Sections 4.1.1, 4.2, and 4.3.

3.16 “Small Entity Member”

“Small Entity Member” shall mean all Members of the Corporation who designate so in accordance with the provisions of Sections 4.1.2, 4.2, and 4.3.

3.17 “Supermajority”

“Supermajority” means an affirmative vote of two thirds or more.

3.18 “VVC”

“VVC” means the Versatile Video Coding standard promulgated by ISO/IEC JTC1 SC29/WG11 (Motion Pictures Expert Group, MPEG) and ITU-T Study Group 16 Video Coding Experts Group.

3.19 “Work Product”

“Work Product” means documents, materials, or other work product or output of the Corporation or any Work Group.

4. MEMBERSHIP

All Members are required to abide by these Bylaws and to execute a Member Agreement as a condition of becoming and remaining members of the Corporation.

For the further avoidance of doubt, an association that is a Member shall represent that association, not its individual members.

4.1 Classes of Membership.

There shall be two classes of Members: Regular Members and Small Entity Members. The Board of Directors (referred to herein individually as “Director” and collectively as “Directors”) may add or eliminate additional classes of Members at any time. Except as expressly provided in or authorized by the Member Agreement, the Certificate of Incorporation, the IPR Policy, the Bylaws of this Corporation, or provisions of law, Members shall have the rights, privileges, restrictions, and conditions established by resolution of a Supermajority of all the Directors in office. Among the benefits generally to be afforded to all Members are the right to attend meetings of the general Members of the Corporation, access to Work Product and other materials as may be approved by the Board of Directors, access to the general Member portions of the Corporation’s web site, and the right to license any trademark or logos adopted by the Corporation (subject to the Corporation’s trademark or logo license agreement). The benefits and privileges of each class of Member are defined below:

4.1.1 Regular Members.

The Corporation shall have a class of members called Regular Members. All Regular Members must select the Regular Member class when executing the Member Agreement and pay the fees called for therein for Regular Members. Following the execution of such Member Agreement at the Regular Member class and payment of the applicable fees, and for so long as such agreement shall remain in effect, all Regular Members shall be entitled to all rights and be bound by all obligations stated therein, in the IPR Policy, and generally afforded to and generally afforded and imposed upon all Members.

Other benefits specifically afforded to Regular Members who remain in good standing (which for purposes of these Bylaws means that the Member continues to

meet the eligibility requirements of Section 4.2 and is current with respect to dues payments) are those benefits afforded to Small Entity Members, and, in addition:

- 1) The right to nominate (itself or any other Member, including Small Entity Members) and vote to elect representatives for Board of Director positions in accordance with Section 5;

4.1.2 Small Entity Members.

The Corporation shall have a class of members called Small Entity Members. Small Entity membership is for companies whose group's (including Affiliates) annual revenue is less than USD \$5 million, or such other criteria to qualify as a Small Entity Member as set forth by the Board of Directors in accordance with these Bylaws. Any entity qualifying as a Small Entity Members, who does not want to become a Regular Member, must select the Small Entity Member class when executing a Member Agreement and pay the fees called for therein for Small Entity Members. Following execution of such Member Agreement for the Small Entity Member class and payment of the applicable fees, and for so long as such agreement shall remain in effect, all Small Entity Members shall be entitled to all rights and bound by all obligations stated therein, in the IPR Policy, and generally afforded and imposed upon all Members.

Small Entity Members who remain in good standing shall be entitled to the following benefits:

- 1) The right to be nominated (by a Regular member), stand for election, and serve as a representative to the Board of Directors in accordance with Section 5;
- 2) The right to participate in the Corporation's promotional activities that the Corporation may organize; and
- 3) The right to participate as a voting member of any Work Groups.

4.2 Membership Qualifications.

The qualifications for membership in the Corporation are as follows: (i) the applicant applying for membership and thereafter the Member must be supportive of the Corporation's Purpose, as acknowledged and agreed to in the Member Agreement; (ii) the applicant applying for membership and thereafter the Member must not otherwise be prohibited by treaty, law, or regulation from abiding by the terms of these Bylaws; (iii) participation by the applicant for the membership, and thereafter the Member in activities, in the Corporation is not prohibited by applicable treaty, law or regulation; (iv) the applicant applying for membership and thereafter the Member must pay the then-current annual dues applicable to the relevant Member classification; and (v) are not on the Affiliate Exemption List.

4.3 Admission of Members.

Applicants qualified under Section 4.2 above and applying for membership as a Member shall be admitted to membership as a Member to the extent that:

- 1) such applicant has affirmed the Certificate of Incorporation and these Bylaws;
- 2) payment has been made by such applicant of the applicable annual dues as specified in the Member Agreement; and
- 3) such applicant has executed the Member Agreement at the designated class.

4.4 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 a majority of all the Directors in office (dues for the first year of operation may be separately set by the Board and may span over two initial calendar years). Initial dues shall be due and payable upon execution of a Member Agreement according to terms defined in the Member Agreement. In addition to the termination provisions of Section 4.9.1, any Member that is delinquent in the payment of any dues shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid or until Member is otherwise terminated.

4.5 Number of Members.

Subject to Section 4.3, there is no limit on the number of Members the Corporation may admit.

4.6 Membership Roll.

The Corporation shall keep a membership roll containing the name and address of each Member, the date upon which the applicant became a Member, and the name and contact information of one (1) individual from each Member who shall: serve as a primary contact for the Corporation, receive all correspondence, notices and information, distribute such correspondence, notices and information within his or her organization, and vote on all issues submitted to a vote of the Members. Each Member may also optionally list a legal contact. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such Member. Such roll shall be kept at the Corporation's principal office or primary place of business. Membership in the Corporation is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties nor used for any other use than the achievement of the Purposes of the Corporation. The Corporation shall use addresses and other contact information provided by Members on their Member Agreements. If the address or other contact information of a Member changes, it shall be the responsibility of the Member to provide the Corporation with updated information. The Corporation shall be

responsible for compliance with any applicable personal data and privacy regulations and/or laws in all applicable jurisdictions.

4.7 Non-Liability of Members.

No Member of this Corporation nor Member's employees, as such, shall be individually liable for the debts, liabilities, or obligations of the Corporation.

4.8 Non-Transferability of Membership.

Subject to Section 4.9.4, no Member shall be permitted to assign its Member Agreement without the Supermajority vote of all the Directors in office, and any purported assignment without such written approval shall be null and void. For the avoidance of doubt, this will not apply to Affiliates of a Member. In such situation the Member Agreement may be freely assigned to such Affiliate after a notice delivered to the Executive Director who will inform the Board of Directors. The Executive Director may object to such assignment if the Affiliate does not meet the Membership criteria defined in these Bylaws.

4.9 Termination of Membership.

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

4.9.1 Failure to Renew Membership.

Upon a failure to initiate or renew membership by paying dues on or before their due date (as set forth in the Member Agreement), such termination to be effective thirty (30) days after a written notification of delinquency is given provided to such Member by the Executive Director of the Corporation or their designee. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

4.9.2 Resignation.

Upon thirty-one (31) days written notice from the Member. For clarity, the effective date of withdrawal is the date of notice and the effective date of termination is thirty-one (31) days from the date of withdrawal.

4.9.3 Violation of Policies or Duties of Membership.

Upon unanimous vote of all Disinterested Directors (defined below) when such Disinterested Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated any material provision of these Bylaws, the Member's Member Agreement, or other policies and procedures duly approved by the Board of Directors, including the requirements for Members as stated in Section 4.2 and failed to cure where, in the discretion of a majority of the Disinterested Directors, such violation can be cured. For purposes of this Section

4.9.3, a “Disinterested Director” is a Director who is not employed or otherwise compensated by the Member subject to the vote for termination.

4.9.4 Member’s Dissolution.

Upon a Member’s dissolution, in the event that two (2) or more Member organizations are merged or a Member entity is acquired by another Member entity, the resulting entity shall have only one (1) membership.

4.10 Rights of Members.

All rights of a Member in the Corporation shall cease on termination of membership as herein provided. A Member terminated from the Corporation shall not receive any refund of dues already paid for the current dues period, unless the reason for termination is the Member’s resignation due to changes to the Organizational Documents to which the Member deems unacceptable, in which case the Member shall be refunded on a pro-rata basis.

4.11 Distribution of Assets Upon Dissolution.

Upon a dissolution of this Corporation, and after all of the known debts and liabilities of this Corporation have been paid or adequately provided for in accordance with applicable state and federal corporate laws, any remaining net assets of the Corporation shall be distributed by the Board of Directors to one or more organizations selected by the Board of Directors which will help to further the purposes of the Corporation. No part of the Corporation's net earnings will inure to the benefit of any Member, Director, or private person. Any such plan of distribution will be conducted in accordance with the Corporation’s tax status under United States Internal Revenue Code Section 501(c) (6).

5. BOARD OF DIRECTORS

5.1 Powers.

Subject to the limitations of the Certificate of Incorporation, of these Bylaws, and of the DGCL and subject to the duties of Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled by, the Board of Directors. The Board of Directors shall have the power to (i) select and remove all officers, agents, employees, and contractors, and to fix reasonable compensation thereof, (ii) to authorize and empower officers or agents to enter into contracts and other commitments on behalf of this Corporation, and (iii) to create committees and appoint and delegate responsibilities and authority to such committees, officers, and agents.

5.2 Qualification, Appointment and Election of Directors, Term.

5.2.1 Qualification.

Directors must be employees of the Member. No Member may have more than one (1) representative to the Board of Directors, unless necessary to ensure that the Board of Directors includes the minimum number of Directors required under the provisions of Section 5.3.

5.2.2 Appointment.

The initial “caretaker” Board of Directors shall be appointed by the incorporator from at least three (3) of the Initial Members that are also Members. The initial Board of Directors will serve until the conclusion of elections for the ongoing Board of Directors, which elections shall be held no later than five (5) months from the first meeting of the “caretaker” Board of Directors. Members with a representative on the Board of Directors, by providing written notice to the Board of Directors, may replace an individual appointed by that Member to the Board of Directors at any time with another designated representative of the Member to serve for the remaining term (as defined in Section 5.2.3) of that Director’s seat.

Each Director elected in accordance with Section 5.4 below may designate in writing to the President or the Executive Director (which designation may be withdrawn in writing at any time by such Director) up to two (2) alternate individuals to act as a Director in the original Director’s stead, whether for a single meeting or as a standing alternate. Such Director shall designate one (1) of the alternates to be the voting Director. Any such alternate Director shall be entitled to attend and vote at all meetings which the original Director does not attend, sign all written consents in lieu of the original Director, and otherwise exercise the duties and enjoy the privileges of the original Director in the absence or unavailability of the original Director. In addition, in lieu of designating such alternates, any Director who will be absent for any meeting may deliver a written proxy to the President, the Executive Director, or any other Director present at the meeting (the “Proxy Holder”), authorizing the Proxy Holder to vote as instructed in such proxy. Any such proxy shall be valid only with respect to the meeting and specific matters (or with respect to all matters, if so desired) as may be stated in such proxy.

5.2.3 Term.

The term of Directors of the ongoing Board of Directors shall be two (2) years.

5.3 Composition and Size of the Board of Directors.

Except for the initial Board of Directors, the Board of Directors shall consist of a minimum of three (3) Directors and a maximum of nine (9) Directors. The maximum number may be increased upon an affirmative vote of a Supermajority of all the Directors in office.

5.4 Board of Director Elections.

5.4.1 Time of Election.

The Secretary or Executive Director will initiate nominations by providing notice to the Regular Members (“Initiation of Nominations”): (i) within thirty (30) days prior to the expiration of the term of the initial Board of Directors, (ii) within thirty (30) days prior to the expiration of the terms of the ongoing Board of Directors, and/or (iii) when a Board of Directors position becomes vacant under section 5.5 and such vacancy is not a result of an expiration of a term of an ongoing Board of Director or otherwise filled by the Member with rights to appoint a new Director under Section 5.5 (each of such elections under Section 5.4.1(iii) to be considered a “Special Election”).

5.4.2 Election Process.

- 1) A Regular Member that desires to nominate a representative from either itself or another Member (including Small Entity Members) for a Board of Director position, must do so by providing written notice naming the Member and the individual nominated to represent such Member to the Executive Director not later than fourteen (14) days following the initiation of nominations. Individuals identified in such notice shall be employees of a Member. Nominations of multiple Members may be made by a Member (e.g., nomination of the Member itself, and one or more other Members, including Small Entity Members).
- 2) At such time as all nominees are known, the Executive Director, or the Secretary if there is no Executive Director, shall provide the Regular Members with a written slate containing the names of all nominees (“Nominee Slate”).
- 3) Voting shall be exclusively by confidential written ballot (which may be submitted by email) within fourteen (14) days of the date that the Executive Director provides Members eligible to vote with the Nominee Slate. Such Members may cast one (1) vote per open Board of Director position, and may vote for as many nominees as the number of Board of Director positions to be filled. For avoidance of doubt, no more than one (1) vote may be cast for a particular nominee. The nominees receiving the highest number of votes shall be elected, up to the number of Board of Directors seats to be filled.
- 4) In the event of a tie between two (2) or more Board of Director nominees, the existing Board of Directors shall determine the winner via majority vote of all the Directors currently in office, not taking into account the result of the ongoing election.

5.5 Vacancies; Resignations.

Vacancies on the Board of Directors shall exist: (1) whenever an individual serving as a Member’s representative to the Board of Directors resigns from the Board of Directors; (2) whenever a Director resigns from or is terminated from employment by the Member organization employing the Director at the time of the Director’s appointment; (3) whenever a Member organization terminates its membership in

the Corporation; (4) whenever a Member organization ceases to maintain its Member status; (5) wherever a Director is removed from the Board of Directors in accordance with these Bylaws; (6) upon the death or incapacity of a Director; and (7) upon the expiration of the Director's term; (8) upon a merger of two Member organizations where each Member before the combination had a representative on the Board of Directors and the merged organization must designate one representative to resign from the Board of Directors as a result of the combination; and (9) whenever for any other reason the number of seated Directors is less than the number of authorized Directors for the Board of Directors.

Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director, or the Board of Directors.

The Member employing the resigning, terminated, deceased, incapacitated, or removed Director may replace that Director with another employee or representative by providing the Secretary or Executive Director with written notice of the same within thirty (30) days after the effective date of the Director's resignation, expiration, termination, death, incapacity, or removal; in the event a Member does not provide such notice, any vacancies occurring on the Board of Directors may be filled by a Special Election called by a majority of the remaining members of the Board of Directors. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom they have replaced, a successor is duly elected and qualified, or the earlier of such Director's resignation, expiration, termination, death, incapacity, or removal. The Board of Directors may not otherwise fill a vacancy existing under this section. Except as otherwise herein provided, a Director shall be ineligible to serve as a Director and such person's term of office shall immediately cease if the Director's employment with the Member is for any reason terminated. A person appointed to fill a vacancy on the Board of Directors shall hold office for the remainder of the term of the replaced Director, or until his or her death, resignation, removal from office, his or her employment with the Member is terminated, or the Member employing such Director terminates its membership or its membership is terminated in accordance with these Bylaws.

In the event that two (2) or more Member organizations each with an employee or representative on the Board are merged or such a Member organization is acquired by another such Member organization, the surviving or acquiring Member shall designate which of the Directors is to remain on the Board and the other Director will be deemed as resigning and be effectively removed from the Board immediately upon the closing of the acquisition or merger. Any vacancies occurring on the Board of Directors resulting from a merger of two Member organizations may be filled by a Special Election called by a majority of the remaining members of the Board of Directors. A Director so elected shall be elected to hold office until their successor is duly elected and qualified, or the earlier of such Director's resignation, expiration, termination, death, incapacity, or removal.

For the avoidance of doubt, any vacancies occurring on the Board of Directors resulting when a Member organization terminates its membership in the Corporation or whenever a Member organization ceases to maintain its Member status may be filled by a Special Election called by a majority of the remaining members of the Board of Directors. A Director so elected shall be elected to hold office until their successor is duly elected and qualified, or the earlier of such Director's resignation, expiration, termination, death, incapacity, or removal.

Election rules and procedures will be adopted by the Board of Directors preceding each Special Election held under this section. A Special Election pursuant to this Section 5.5 may be called by a majority of the members of the Board of Directors any time, including immediately following a Special Election that failed to fill a vacancy.

5.6 Chairman of the Board

The Chairman of the Board presides at all meetings of the Board of Directors and is a voting member of the Board. The Vice Chairman is a voting member of the Board and acts in the capacity of the Chairman in the absence of the Chairman. The Chairman shall also serve as President of the Corporation and have such other powers and duties as may be designated from time to time by the Board of Directors. The Vice Chairman shall also serve as the Vice President of the Corporation and have such powers and duties as may be designated from time to time by the Board of Directors. The Board of Directors (by a Supermajority vote of all the Directors in office) shall elect the Chairman and the Vice Chairman (and any replacement) for a period of one (1) year commencing with the first meeting of the Board of Directors. The incorporator shall appoint a representative to serve as Chairman of the initial Board of Directors meeting where the Chairman and Vice Chairman elections shall be held. Except as set forth elsewhere in these Bylaws, any removal of a Member's Director from the Chairman position does not limit the Director's rights as a member of the Board of Directors.

5.7 Meetings

5.7.1 Place of Meetings.

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person, by audio, or videoconferencing techniques, or any other means or combinations thereof permitted under the DGCL.

5.7.2 Regular Meetings.

Regular Meetings of the Board of Directors shall be held as determined by the Board of Directors. A Regular Meeting of the Board of Directors shall be held prior to the Annual Meeting of the Members.

5.7.3 Special Meetings.

Special Meetings of the Board of Directors may be called by any one-third (1/3) of the then current Board of Directors, or, if different, by the persons specifically authorized under the DGCL to call Special Meetings of the Board of Directors.

5.7.4 Annual Meeting.

An Annual Meeting of the Members shall be held once per year wherein the Board of Directors and officers are elected.

5.7.5 Notice of Meetings.

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

- 1) Regular Meetings. The Executive Director of the Corporation shall give at least seven (7) days prior notice to each Director.
- 2) Special Meetings. The Executive Director of the Corporation shall give at least ten (10) days prior notice to each Director.

The primary means for the provision of notice shall be via electronic mail to each Director at the electronic mail address as it appears on the records of the Corporation, provided that the Director to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) business days of the first notification (or the Corporation has otherwise verified the working electronic email address of such Director). 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 the DGCL, as it may be amended from time to time.

Such notice shall include the agenda of the meeting. No vote can take place on a topic that is not in the agenda except if agreed by a Supermajority vote of the Board of Directors.

5.7.6 Consent to Meetings.

The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum is present and if either before or after the meeting each Director not present (i) signs a written waiver of notice, or (ii) signs a consent to the holding of such meeting, or (iii) approves the minutes thereof. Each Director

who attends the meeting without protesting, prior thereto or at its commencement shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents, or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

5.7.7 Action without Meeting.

Any action required or permitted to be taken by the Board of Directors under any provision of the DGCL may be taken without a meeting if all members of the Board shall consent in writing (including by email) to such action. Consent by a Director sent by email or other electronic means is considered written consent to the extent permissible under the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

5.7.8 Telephone or Videoconference Meetings.

Directors may participate in a meeting through use of conference telephone and/or videoconference or similar communications equipment, so long as all Directors and others participating in such meeting can hear and identify one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

5.7.9 Quorum and Action of Board of Directors.

Quorum shall be a Supermajority of all the Directors in office and shall be necessary for the transaction of business, except to adjourn as hereinafter provided. The table below sets forth categories of acts or decisions and the number of affirmative votes required for the decision to be regarded as an act of the Board of Directors. For purposes of these Bylaws, if Affiliates of a Member obtain membership, for voting purposes, collectively the Member and its Affiliates shall have no more than one (1) vote. Voting may be made by email or other electronic means to the extent permissible under the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended. Except for adoption of the Organizational Documents, minor modifications to the Organizational Documents (“minor” as determined by a Supermajority of the Initial Members appointed to the Board of Directors), issuance of press releases, and adoption of a trademark, Initial Members of the Board of Directors may not take any decisions requiring a Supermajority vote.

The elected Board of Directors shall be tasked to adopt continuing Antitrust Guidelines as appropriate.

Matter to be Voted On	Number of Affirmative Votes Required
General Business Matters	Majority vote of a quorum of the Board of Directors
Establishment and termination of Work Groups, Approval of a Work Group's Charter, and Appointment of Work Group Chairpersons	Supermajority vote of a quorum of the Board of Directors
Election of officers	Majority vote of a quorum of the Board of Directors
Removal of officers	Supermajority vote a quorum of the Board of Directors
Amendment to the Organizational Documents	Supermajority vote of all Directors in office
Changing the Corporation Purpose	Supermajority vote of all Directors in office
Approving formal Work Product or documents for public disclosure (white paper, reports, studies, etc.)	Majority vote of a quorum of the Board of Directors
Notwithstanding Section 5.12, Dissolution or Merger of the Corporation, or Transfer of All or Substantially All of the Corporation's Assets to Another Industry Group or Standards Body	Supermajority vote of all Directors in office
Issue general Corporation press releases	Supermajority vote of a quorum of the Board of Directors
Addition, Removal or Amendment of Classes of Members	Supermajority vote of all Directors in office
Increasing the maximum number of Directors	Supermajority of all Directors in office
Wind down the Corporation	Supermajority of all Directors in office
Amend annual dues payable by each class of Member	Majority vote of all Directors in office

Matter to be Voted On	Number of Affirmative Votes Required
Approve assignment of Member Agreement	Supermajority vote of all Directors in office
Adopt a trademark	Supermajority vote of all Directors in office
Terminate membership for violation of policies or duties	Unanimous vote of all Disinterested Directors after majority vote of Disinterested Directors determines violation can be cured
Determine winner in event of a tie between two elected Directors	Majority vote of all Directors in office
Election of Chairman	Supermajority vote of all Directors in office
Approve Self-Dealing Contract	Supermajority vote of all Disinterested Directors, even though less than a quorum
Election of Executive Director	Supermajority vote of all Directors in office
Approve benefits, rights, privileges, restrictions, and conditions of Members	Supermajority of all Directors in office
Determine the Board Fee, if any	Supermajority of all Directors in office

5.7.10 Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, at least one (1) hour notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

5.7.11 Conduct of Meetings.

Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his or her absence, by the Vice Chairman. In the case of the absence of both the Chairman and Vice Chairman, an acting Chairman shall be 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 of Directors, 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 of Directors, insofar as such rules are not inconsistent with or in conflict with the Certificate of Incorporation, these Bylaws, or with provisions of law. Where practical, the Board of Directors will model its procedures and actions on Robert's Rules of Order, although the Board shall not be required to adopt Robert's Rules of Order in its entirety or any part thereof.

5.8 Compensation.

Directors shall serve in their role as Director without compensation by the Corporation.

5.9 Standard of Conduct.

Subject to the provisions of the Corporation's Certificate of Incorporation, a Director shall perform the duties of a Director, including duties as a member of any committee or Work Group of the Board of Directors upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- 1) One or more officers or employees of this Corporation whom the Director believes to be reliable and competent in the matters presented; or
- 2) Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or
- 3) A committee of the Board of Directors upon which the Director does not serve, as to matters within the committee's designated authority, which committee the Director believes to merit confidence; provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

5.10 Self-Dealing Transactions.

As used in this section, a "Self-Dealing Contract" is any contract or transaction (i) between this Corporation and one or more of its Directors, or between this Corporation and any corporation, firm or association in which one or more of the Directors or, to the best of each respective Director's knowledge at the time the contract or transaction is proposed, or thereafter, one or more members is employed or has a material financial interest, or (ii) between this Corporation and a corporation, firm or association of which one or more of its directors or employees

or consultants are Directors of this Corporation (collectively, "Interested Director(s)"). Pursuant to the DGCL, no Self-Dealing Contract shall be void or voidable because such Interested Director(s) or corporation, firm or association is a party or because such Interested Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves, or ratifies the Self-Dealing Contract, if:

- 1) Board of Directors or Committee Approval. The material facts as to the Interested Director's relationship or interest and as to the Self-Dealing Contract are disclosed or are known to the Board of Directors or committee, and the Board of Directors or committee in good faith authorizes the Self-Dealing Contract by the Supermajority vote of the Disinterested Directors, even though the Disinterested Directors be less than a quorum; or
- 2) The Self-Dealing Contract is fair as to the Corporation as of the time it is authorized, approved, or ratified, by the Board of Directors or committee thereof.

5.11 Advances for Expenses.

To the extent a Director or officer of the Corporation is a party to an action, suit or proceeding as a result of such Director or officer's service to the Corporation, the Corporation shall pay for or reimburse the reasonable expenses incurred by such Director or officer in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by the DGCL, as it exists on the date hereof or is hereafter amended.

6. WORK GROUPS

6.1 Work Groups.

From time to time, the Board of Directors may approve formation of one or more work groups ("Work Groups") to carry out specific tasks or deliverables of the Corporation.

6.2 Formation.

Any Director may propose for vote, at a duly called meeting of the Board of Directors, the establishment of one or more Work Groups to carry out the work of the Corporation as assigned by the Board of Directors. Such proposal shall include the proposed charter of such Work Group. The Board of Directors shall, with the Supermajority vote of a quorum of the Board of Directors, (i) approve the formation of each Work Group, (ii) approve the charter of such Work Group, and (iii) appoint the initial and any replacement chairman of such Work Group, which chairman shall serve for a term of one (1) year, after which time the Board of Directors must either replace or reappoint said chairman. All output of a Work Group shall be subject to review and approval of the Board of Directors.

6.3 Composition of Work Groups.

Participation on any Work Group shall be open to all Members.

6.4 Record of Activities.

Each Work Group shall elect a secretary or other person to document and record the minutes of Work Group meetings.

6.5 Meetings.

Work Groups shall hold regular meetings on a schedule determined by the Work Group chair. Where practical, Robert's Rules of Order shall be used as a guide in the conduct of meetings.

6.6 Removal from Work Groups.

A Work Group may remove any member of the Work Group by a Supermajority vote of the Work Group members.

6.7 Voting and Action of Work Groups.

Actions taken by Work Groups on substantive issues are preferably made by general consensus. Unless otherwise set forth by the Board of Directors in the Charter of the Work Group, voting for all actions of a Work Group shall be by a Majority of the Members of the Work Group (face to face, or distributed voting by email), with each Member having one (1) vote. If Affiliates of a Member obtain membership, for voting purposes, collectively the Member and its Affiliates shall have no more than one (1) vote. Voting may be made by email or other electronic means to the extent permissible under the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended.

7. OFFICERS

7.1 Officers.

The required officers of the Corporation shall be a President, a Vice President, Treasurer, and Secretary. The Corporation may have an Executive Director and may have other officers with such titles as may be determined from time to time by the Board of Directors. All officers shall be an employee or representative of a Member. One person may hold two offices except no single individual may authorize an act of the Corporation that requires the approval of two or more officers.

7.2 Election.

The President and Vice President, who shall be the Chairman and Vice Chairman of the Board, respectively, are appointed in the manner set forth in Section 5.6 above. Other officers (and any replacements) shall be elected by the Board of Directors by a Supermajority vote of all the Directors in office, and each such other officer shall hold his or her office for a term of one (1) year commencing with the first meeting of

the Board of Directors, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified.

7.3 Removal and Resignation.

7.3.1 Removal.

Any officer may be removed, either with or without cause, by the Board of Directors at any Regular or Special Meeting (subject to the rights, if any, of an officer under any contract of employment).

7.3.2 Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, or to any officer of this Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Corporation under any contract to which the officer is a party.

7.4 Vacancies.

A vacancy in any officer position because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in Section 7.2.

7.5 President.

The President shall serve as the Chairman of the Board of Directors and the Chief Executive Officer of this Corporation. Subject to the control of the Board of Directors, the President shall have general supervision, direction, and control of the business and affairs of this Corporation. The President shall have such other powers and duties as may be designated from time to time by the Board of Directors. The President may delegate such duties to the Executive Director provided that the President appropriately supervises the Executive Director in his or her exercise of such duties.

7.6 Vice President.

The Corporation shall have one Vice President and such officer will assume all the powers and duties of the President when the President is absent or temporarily incapacitated.

7.7 Treasurer.

The Treasurer shall oversee the financial and accounting matters of this Corporation with respect to the receipt, deposit, and expenditure of funds. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Treasurer may delegate such duties to the Executive

Director provided that the Treasurer appropriately supervises the Executive Director in his or her exercise of such duties.

7.8 Secretary.

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of this Corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the records of this Corporation, and shall deliver the annual Statement required in these Bylaws to the Directors. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Secretary may delegate such duties to the Executive Director provided that the Secretary appropriately supervises the Executive Director in his or her exercise of such duties.

7.9 Executive Director.

The Executive Director (and any replacements) shall be selected by the Board of Directors by a Supermajority vote of all the Directors in office. The Executive Director is not an Officer of the Corporation and does not serve as a voting representative of the Board of Directors. Upon approval by the Board of Directors, the Executive Director may attend any Board of Directors, committee, or Work Group meeting. The officers and the Board of Directors may delegate any of their respective duties to the Executive Director, including but not limited to:

- 1) scheduling and setting up meetings;
- 2) facilitating communication between Members, including providing timely notices of meetings;
- 3) acting as the liaison to other consortia or associations with which the Corporation may choose to associate as instructed by the Board of Directors;
- 4) providing Members with timely minutes, summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director;
- 5) receiving and processing Member Agreements, creating and updating lists of Members, and executing Member Agreements on behalf of the Corporation;
- 6) archiving and holding Work Products; and
- 7) performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

The Executive Director may engage third parties to undertake the activities described in Section 7.9, provided that the Executive Director enters into appropriate contracts protective of the Corporation and ensures compliance with terms and conditions of these Bylaws including confidentiality obligations. For clarity, the Executive Director shall not enter into any contract on behalf of the

Corporation unless such contract has been approved by the Board of Directors and the Executive Director has been delegated the responsibility of executing such contract by the appropriate Officer or Board of Directors.

8. NON-DISCLOSURE

Each Member agrees that it will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care. Each Member agrees that it will not disclose, nor will it assist or allow any third party to disclose any Confidential Information, except:

- 1) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters;
- 2) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties;
- 3) in confidence to employees or contractors on a need to know basis within a Member or an Affiliate thereof;
- 4) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; and
- 5) in confidence to its legal counsel in connection with providing legal advice.

Each party shall mark any copies of Confidential Information it makes “confidential” or with a similar legend. Unless the parties agree otherwise, this obligation of confidentiality will expire three (3) years after the date of disclosure of Confidential Information.

8.1 Scope.

The terms of confidentiality hereunder shall not be construed to limit any Member’s right to independently develop or acquire products or technology, including similar or competing products or technology, without the use of MC-IF’s or another Member’s Confidential Information and without breach of the terms of the Member Agreement.

8.2 Meeting Minutes.

The Members agree that Contributions in the form of minutes of meetings of MCIF or a Work Group (except for portions thereof which intend to disclose Confidential Information to the public) shall be considered non-confidential and non-proprietary information, regardless of any markings to the contrary included thereon. Notwithstanding the non-confidential status of such materials, the Members shall not publish or distribute Contributions of any other Member, Work Product or meeting minutes to any third party, except:

- 1) with the prior written consent of the applicable Member;
- 2) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters;
- 3) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as similar information of other litigating parties;
- 4) to employees or contractors on a need to know basis within an Affiliate of a Member under similar nondisclosure obligations; or
- 5) to its legal counsel, accountants, banks and financing sources and their advisors under similar non-disclosure obligations, solely in connection with complying with financial transactions;
- 6) in confidence to its legal counsel in connection with providing legal advice.

The obligation not to publish or distribute set forth above shall not prevent any Member from implementing or incorporating or otherwise using or distributing the contents of any of its Contributions in any of its products and services and documentation, and the marketing, sale or distribution of such products, services and documentation shall not be a violation of the obligations in this section.

9. MISCELLANEOUS

9.1 Fiscal Year.

The fiscal year of this Corporation shall start on January 1 and end on December 31 of each year.

9.2 Inspection of Corporate Records.

The books of account and minutes of the proceedings of the Board of Directors, any committees of the Board of Directors, and any Work Group shall be open to inspection at the principal office of this Corporation by each Member at any reasonable time upon the written demand of any Member. Such inspection may be made in person or by an agent or attorney and shall include the right to make photocopies and extracts at the requesting Member's expense.

9.3 Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned by or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

9.4 Execution of Contracts.

The Board of Directors may authorize any officer, employee, or agent (including the Executive Director) to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Corporation and such authority

may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

9.5 Indemnification.

9.5.1 Coverage and Authorization.

- 1) For the purposes of this Section 9.5, “Agent” means any person who is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation; “Proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “Expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification.
- 2) The Corporation shall, to the fullest extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that such person is or was an Agent of the Corporation, against Expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such Proceeding.
- 3) In the event entitlement to indemnification is required by law to be based upon a determination by the Board of Directors or the Members that the Agent has met the standards of conduct prescribed by law, the Agent may select which body shall, or that both bodies shall, make such determination, and such body shall meet and shall reach a determination on the issue within a reasonable period of time after request for such body to meet is received by the Corporation from the Agent.

9.5.2 Exclusivity and Survival.

The indemnification provided by these Bylaws shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote of Disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an Agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

9.5.3 Insurance.

The Corporation may purchase and maintain appropriate insurance policies as the Board shall, in its discretion, approve, on behalf of any person who is or was an Agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise.

9.5.4 Expenses.

Expenses incurred in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding, as authorized by the Board of

Directors in the specific case, upon receipt of an undertaking by or on behalf of the Agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this Section.

9.6 Corporate Loans, Guarantees and Advances.

This Corporation shall not make any advances or make any loan of money or property to or guarantee the obligation of any Director or officer, except as is expressly allowed under the DGCL.

9.7 Public Inspection and Disclosure.

The Corporation shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. In addition, in the event that the Corporation provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the Corporation.

9.8 Political Activities.

The Corporation shall not make any political expenditure or lobbying expenditure, which will result in the loss of, or otherwise adversely affect, its status as a tax-exempt organization under the United States Internal Revenue Code.

9.9 Communication and Press Releases.

A Member may make a press or other public announcement regarding its activities as a Member of the Corporation. Such press release shall not name the identities of any other Member unless prior written consent from such other Member is granted. The Corporation may make a press or other public announcement regarding any subject germane to its purposes, but, except for including a Member's name on a Membership list on the Corporation's website, shall not identify a Member as a member of the Corporation, in the press release, public announcement or other Corporation materials and communications, unless prior written consent from the Member is granted. Any other information about a Member in any such press or other public announcement will require the prior written consent of such Member.

9.9.1 Publication.

The Corporation covenants that any Work Product will be published to all Members within thirty (30) days following adoption.

9.10 Compliance with Antitrust Laws.

Each of the Members of the Corporation is committed to fostering competition in the development of new products and services, and the Purpose of the Corporation is intended to promote such competition. Antitrust Guidelines for the membership of

the Corporation are set forth in Appendix B. Each Member further acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations (collectively "Antitrust laws"). Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting on such Member's behalf regarding the importance of limiting the scope of their discussions to the topics that relate to the Purposes of the Corporation and comply with all Antitrust Laws, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. The Corporation may retain independent anti-trust counsel to attend meetings and to assist in the preparation and application of additional appropriate anti-trust policies and procedures for the Corporation, which policies and procedures shall be approved by the Board.

9.11 Waiver of Warranties.

ALL MATERIALS AND WORK PRODUCTS OF THE CORPORATION, AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN 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.

9.12 Limitation of Liability.

IN NO EVENT SHALL THE CORPORATION BE LIABLE TO THE MEMBERS, OR ITS MEMBERS LIABLE TO THE CORPORATION, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF THE CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION 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, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES.

9.13 Mediation and Arbitration.

The parties agree to first submit any controversy or claim between any Member and the Corporation arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in the Bay Area of California by a mediator to be selected by the parties from a panel selected by the International Chamber of Commerce ("ICC") ADR Dispute Resolutions Services. The parties agree to mediate in good faith over a minimum period of thirty (30) days.

Any controversy or claim between any Member and the Corporation arising out of or related to these Bylaws not resolved by mediation shall be settled by binding arbitration in accordance with the Arbitration Rules (the "**Rules**") of the ICC, and the procedures set forth below. In the event any inconsistency between the Rules of

ICC and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction thereof.

1. Location. The location of the mediation and arbitration shall be in Santa Clara County, California, U.S.A., or a location where the parties mutually agree.
2. Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) ICC arbitrators who are independent and disinterested with respect to the Corporation. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by ICC from among their panelists with relevant expertise.
3. Case Management. Prompt resolution of any dispute between any Member and Corporation is important to all parties and the parties agree that the arbitration of any such dispute shall be conducted expeditiously. The arbitrators shall be instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, prehearing discovery and activities), in order to complete the arbitration as expeditiously as possible.
4. 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 U.S. Federal court; provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in these Bylaws.
5. Expenses. The expenses of the arbitration, including the arbitrators' fees, shall be shared equally among the parties. Each party shall be responsible for its own attorneys' fees, including expert witnesses.
6. Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, experts, investors, insurers, legal counsel, when required to disclose by applicable securities laws, and as necessary for the recognition and enforcement of arbitral awards, and upon mutual agreement in writing of the parties to disclose all or part of information related to the arbitration.
7. Intellectual Property. There shall be no arbitration of issues of the validity, infringement or enforceability of patents or copyrights. Further, this Section does not apply to any intellectual property rights of a Member with respect to other Members or third parties.

10. EFFECTIVE DATE AND TERMINATION

10.1 Effective Date.

These Bylaws shall become effective immediately upon their adoption by the Board.

10.2 Amendments.

Except as otherwise set forth herein, the Organizational Documents may be altered, amended, or repealed upon a Supermajority Vote of the Board. Notwithstanding the foregoing, no alteration, amendment, or repeal of the Organizational Documents shall be effective until the thirty-first (31st) day after notice of the alteration, amendments, or repeal is provided to all Members, which notice may be by electronic means.

10.3 Amendments Summary:

The history of amendments to the Organizational Documents approved by the Board shall be recorded here.

Date	Changes
August 7, 2019	Amended to eliminate the non-profit Small Entity exemption (reduce to \$5M measure), change membership renewals to annual membership date (not calendar-based)
October 9, 2019	Amended to allow alternate Directors and proxies
February 21, 2023	Amended to allow for special election

APPENDIX A – IPR POLICY
MEDIA CODING INDUSTRY FORUM, INC.
INTELLECTUAL PROPERTY RIGHTS POLICY

1. IPR GENERALLY

1.1 Purpose

Media Coding Industry Forum, Inc. (“MC-IF”) has adopted this Intellectual Property Rights Policy (the "Policy") and the Bylaws, as may be amended from time to time.

1.2 Applicability and Modification

- (a) All Members and all Representatives, attending any Work Group meeting are subject to this Policy.
- (b) Modifications
 - (i) This Policy shall be modified to include provisions related to patents before any Work Group can initiate work on or otherwise take up a Work Product that may require a license to patent claims or patentable subject matter. A call for Policy modification to ensure a Policy addresses such license to patents shall be triggered and effectuated only in accordance with Section 6 below.
 - (ii) Any other modifications to this Policy shall be considered by all Members of the Board and are subject to approval by a Supermajority vote of the Board as defined in section 5.7.9 of the By-Laws. Should a Member disagree with such modification, he may resign as per section 4.9.2 of the By-Laws in the 60 days following such vote. For the avoidance of doubt, in such situation, the relevant modification of the Policy will not be deemed as applying to such resigning Member. Additionally, any Member may withdraw any or all of its Contributions within 60 days of notification of adoption of such Policy modification.

2. DEFINITIONS

Capitalized terms not defined in this Policy have the meaning assigned to them in the Bylaws.

<u>Term</u>	<u>Definition</u>
Contribution	An affirmative and knowing contribution of material subject to IPR with the intention that such material be considered for inclusion in an MC-IF Work Product that is made by a Participant at any time during an MC-IF or Work Group meeting, or submitted by Participant to MC-IF for inclusion in MC-IF Work Product.
Contributor	Both a Member as well as any Representative(s) of a Member, and any other person or entity making a Contribution.

IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means copyrights, but excludes patents (unless this Policy is modified in accordance with Section 6), trademarks and trade secrets.
Participant	Any Member that enrolls to take part in a MC-IF meeting or Work Group
Representative	Any individual authorized to act on behalf of a Member in connection with a Work Group, whether an employee or contractor of such Member.

3. COPYRIGHTS

3.1 Copyright in Work Products

The collective work rights and copyright for all Work Product of MC-IF shall belong to MC-IF and all Members of MC-IF and all Representatives and Representatives agree to this by their participation and Contributions to Work Products.

3.2 Contributions of Copyrighted Materials

Each Contributor who contributes copyrighted materials to MC-IF shall retain copyright ownership of its original work, while at the same time granting MC-IF (i) a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Contributor's copyrights in its Contribution to reproduce, distribute, publish, display, perform, and create derivative works of the Contribution based on that original work for the purpose of developing a Work Product, and (ii) the right to sublicense the same rights to Members and third parties for the purpose of using the Work Product.

3.3 Document Notations

All electronic and tangible copies of Work Products shall include the following introductory language:

"THIS DOCUMENT IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS DOCUMENT SHALL BE MADE ENTIRELY AT THE USER'S OWN RISK, AND NEITHER THE FORUM, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY USER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS DOCUMENT."

4. Trade Secrets

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any Forum activity, nor will they be asked by MC-IF to sign non-disclosure agreements. The Forum will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

5. TRADEMARKS

5.1 MC-IF Trademarks

Trademarks created by MC-IF, registered or otherwise, are the property of MC-IF. Use of MC-IF trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by MC-IF from time to time, and applicable law.

5.2 Non MC-IF Trademarks

MC-IF's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law. MC-IF shall not use a Member's trademarks without express, written consent from the Member, such consent being granted at the Member's sole discretion. Notwithstanding, Members hereby agree MC-IF may use Member's logos on the MC-IF website.

6. MODIFICATION OF THIS POLICY TO FACILITATE PATENTABLE CONTRIBUTIONS

6.1 Circumstances requiring consideration of modification of this Policy.

If any Work Product to be released by MC-IF is in the nature of a technical specification with mandatory or normative statements that may require the Members to obtain licenses to patent claims to implement such Work Product, the Board of Directors shall consider modification of this Policy (and any other Organizational Documents) to add patent-related terms, or alternatively, not release such a Work Product without modification to remove such mandatory statements. Without such modification, no Member makes or has made any commitment to license any patents under this Policy or the Bylaws.

6.2 Triggers and time constraints on Policy modification

- (a) Any Member with knowledge of the activities of a particular Work Group, who believes in good faith that the activity of that Work Group is changing to include creation of a Work Product that may require a Member to obtain a license to patent claims or patentable subject matter, shall have the right to notify the Board to trigger a Board decision on whether to create and adopt patent-related modifications to this Policy. The Board shall consider whether it is necessary to adopt such modifications to this Policy and shall have 60 days in which to make a decision from the date written notice is provided by such notifying Member. Work on the applicable activity of the Work Group shall cease for that 60 day period, unless a decision of the Board that a modification of Policy has been adopted or is not needed is made and communicated earlier to the Work Group and notifying Member. If the Board determines by Supermajority that patent-related provisions are required in this Policy, it shall seek to draft and adopt them (by additional Supermajority vote) as quickly as possible, and the applicable activities of the relevant Work Group shall remain suspended until such modifications are adopted.
- (b) Should the Board determine that a Work Group Charter (either during formation of the Work Group or on consideration of a request to modify a Work Group Charter) may include the creation of a Work Product that may require a license to patents or

- patentable subject matter, it shall have 60 days from that determination to create and adopt, by Supermajority vote, modifications to this Policy to cover patent-related issues.
- (c) If any Work Product is created that requires patentable technology to implement, in the good faith opinion of a Member, prior to adoption of Policy modifications related to patents of the Members, and MC-IF wishes to contribute that Work Product to any standards body having a pre-existing IPR policy that may obligate Contributors to license their patents under any terms, that Member shall have the option of triggering a Board decision to adopt modifications of this Policy. If the Board determines by Supermajority that patent-related provisions are required in this Policy, it shall seek to draft and adopt them (by additional Supermajority vote) as quickly as possible. Any Board decision to modify this Policy should also consider provisions that include criteria for selecting a standards body with an IPR policy acceptable to the Members of the MC-IF and no contribution of such Work Product shall be made prior to adoption of modifications of this Policy.
 - (d) Any Member Participant may request MC-IF to withdraw any or all of its Contributions and request the removal from any Work Product the subject matter of which if implemented may infringe such Member's patents, within 60 days of notification of adoption of a Policy modification. If such request is made, the Member's or its Affiliate's patents will not be subject to the Policy modification.

7. SURVIVAL OF OBLIGATIONS

- a) Any obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new obligations under this Policy after it ceases to be a Member.
- b) MC-IF shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any legally-permitted successor to MC-IF.

APPENDIX B – INTERIM ANTITRUST GUIDELINES

MEDIA CODING INDUSTRY FORUM, INC. INTERIM ANTITRUST GUIDELINES

Note, Members in the formation of the Media Coding Industry Forum, Inc. must review and adhere to these draft guidelines.

Capitalized terms not defined in these Guidelines have the meaning assigned to them in the Bylaws.

BACKGROUND

Collaborative industry consensus standards, such as the MPEG Standards, play an important role in today's global economy. Antitrust agencies have long understood their many procompetitive and other public good attributes including: promoting efficient resource allocation and production by facilitating interoperability among complementary products; reducing barriers to market entry; spurring innovation in the marketplace to the benefit of consumers (dynamic innovation), enhancing consumer welfare, reducing production costs, and protecting public health and safety.

The Media Coding Industry Forum, Inc. ("MC-IF") foundational goal, as expressed in Section 2 of the By-Laws, is to further the adoption of MPEG Standards. It aims to do this by e.g. increasing interoperability, facilitating entry into the multimedia product market, creating a robust competitive ecosystem for multimedia products and complementary products around these standards, and hence providing consumers with a better multimedia experience.

MC-IF intends to conduct its affairs in compliance with the antitrust laws of the United States, European Union, the antitrust laws of the states within the United States, the antitrust/competition laws of other countries, and all jurisdictions as applicable, that may govern the activities of MC-IF (generally, "Antitrust Laws"). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities may be deemed to be anti-competitive and a violation of the Antitrust Laws which can have serious consequences for those who commit such violations. In order to avoid any such violations of the Antitrust Laws, MC-IF and each Member or other participant (for purposes of this Antitrust Guideline, a "Member") agree to abide by the following guidelines when participating in connection with activities of MC-IF. MC-IF fully embraces the purpose and intent of the Antitrust Laws and it will be and remain in compliance with both the letter and spirit of such laws.

Prior to any and all meetings of MC-IF, Work Groups, or other subgroups thereof, the Members and any other attendees in that meeting shall be reminded of their obligation to comply with these guidelines.

GUIDELINES

1. Neither MC-IF nor its Work Groups, committees and activities shall be used for the purpose of bringing about, attempting to bring about or inviting any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, volume of production, sales territories, customers, credit terms, marketing practices, or similar subjects that may affect competition. Consequently, there should be no discussion of non-public pricing information in connection with any MC-IF activity, including the prices at which goods, services, or technology will be bought or sold, or intellectual property licensed.
2. In connection with participation in MC-IF, there shall be no discussion, communication, agreement or disclosure among Members that are actual or potential competitors, regarding their prices, the price of their vendors, discounts or terms or conditions of sale or licensing of products, services or technologies, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales or on the use of any technologies or other competitively sensitive information. Members may generally discuss publicly available information but shall not seek or enter into any agreement regarding products, services or intellectual property that may impact competition.
3. MC-IF may, consistent with the Antitrust Laws and these Antitrust Guidelines provide a forum for, and encourage, the discussion of non-price issues related to the licensing of intellectual property rights relevant to the deployment and use of the Standards, in the furtherance of the Purpose. In order to avoid antitrust concerns, such discussions should neither seek to set or discuss licensing terms or pricing nor disclose the terms or pricing of existing licenses or details of specific negotiations of such licenses nor seek to impose restrictions on Members' licensing activities.
4. MC-IF and Members, in connection with their participation in MC-IF, shall not attempt to prevent any person from gaining access to any market or customer for goods, services or technologies, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods, services, or technologies, or licenses thereto freely in the market. (This paragraph is not intended to preclude MC-IF or a Member from independently unilaterally disclosing and asserting its intellectual property rights.)

5. The qualifications for participation in MC-IF are set forth in the Organizational Documents of MC-IF. No applicant for participation, who otherwise meets the qualifications set forth therein, shall be rejected.
6. Each Member in MC-IF agrees that it shall exercise its own independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete, and whether and under what terms to offer to license or to accept a license to intellectual property.
7. To the extent that MC-IF develops, administers or approves specifications, test procedures, or certification programs, a Member's decision to accept or comply with or participate therein shall be voluntary on the part of the Member and such decision shall be made unilaterally, and a Member shall in no way be compelled or coerced by MC-IF. This guideline shall not, however, prevent MC-IF from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with MC-IF's specifications, test procedures or certifications programs.
8. Work Products which may be developed, administered, approved, or adopted by MC-IF, shall be based upon appropriate technical, business and consumer considerations, and shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
9. MC-IF may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws.
10. During the course of the activities of or sponsored by MC-IF, Members should refrain from disclosing competitively-sensitive information to any other Member that is not reasonably related the legitimate purposes of such activities.
11. MC-IF and its Members, in connection with their participation in MC-IF, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from using any technical standard or from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor, or from licensing its intellectual property rights to any particular entity.
12. Nothing in MC-IF's Organizational Documents shall be construed as restricting the right of any Member of MC-IF to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Members or MC-IF.

13. Joint research and development by two or more of MC-IF Members and/or representatives thereof shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:
- a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the appropriate research and development activities;
 - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of MC-IF of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of MC-IF in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of MC-IF, or representative thereof, or of the results of such joint research and development.

14. Conflict of Interest.

- a. Individuals participating in MC-IF, including all Work Groups, Board of Director meetings or other events or meetings must disclose (1) their current employer and any current consulting relationship for which the individual is receiving, either directly or indirectly (e.g. through an entity in which the person holds a controlling interest), any compensation or reimbursement, financial or otherwise, from a Member or organization whose activity is relevant to MC-IF and (2) decision-making role/responsibility in other organizations relevant to MC-IF (e.g., a decision-making power at a patent licensing administrator). For Work Groups, a disclosure should be made to the Work Group Chair, for all other instances disclosure should be made to the President or Executive Director. Such notices shall be published within MC-IF to the Members.
- b. Individuals participating in MC-IF, including all Work Groups, Board of Directors meetings, or other events or meetings must disclose conflicts with other Members, or any third party, that might reasonably create a conflict of interest with the individual's role, or the Member's role, at MC-IF. These disclosures should be kept up-to-date as the individual's conflicts and MC-IF membership evolve. For Work Groups, a disclosure should be made to the Work Group Chair, for all other instances disclosure should be made to the President or

Executive Director. Such notices shall be published within MC-IF to the Members.

- c. The following are some non-exhaustive scenarios where disclosure is generally *not* necessary:
 - 1) Buyer-Supplier relationships
 - 2) patent cross-license relationships or other commercial patent license arrangements, including patent pools
 - 3) Membership in a member organization or other industry forum.
15. Disclosure of Affiliation. At each Work Group meeting, Board of Directors meeting, or other MC-IF activities each Member shall disclose his or her affiliation(s), if any, other than the Member's employer. A Member is deemed "affiliated" with any individual or entity that has been, or will be, financially or materially supporting the Member's participation in an MC-IF activity. This includes, but is not limited to, any individual or entity that has or will have, either directly or indirectly, requested, paid for, or otherwise sponsored his or her participation. Failure to disclose such affiliation(s) may result in complete or partial loss of rights to participate in MC-IF activities. An individual is not excused from compliance with this policy by reason of any claim of a conflicting obligation (whether contractual or otherwise) that prohibits disclosure of affiliation(s). A Member who believes that another Member's disclosure is materially incomplete or incorrect should report that fact to the Work Group Chair, the Executive Director, or the President. Affiliations of the type identified in section 14 (c) above do not need to be disclosed.
16. MC-IF membership should be available on reasonable terms to all entities meeting the MC-IF's membership requirements.
17. Compliance with the technologies and Work Product promoted by MC-IF should be voluntary. Members should not discuss or exchange information that would tend to restrict any member or non-member from establishing or deploying a different technology, or enter into agreements that prohibit or restrict any member from establishing or deploying any other technologies. Members of MC-IF should not be required to adopt any technology endorsed by MC-IF. Nor should any efforts be undertaken that are intended to prevent the manufacture, sale, or supply of any products, services, or technologies not conforming to an MPEG standard or any technologies that MC-IF may promote or adopt.
18. MC-IF and each Member, in connection with the activities of MC-IF, shall comply in all respects with the Antitrust Laws. In case of any doubt, members shall seek the advice of an antitrust counsel. Furthermore, MC-IF will offer an antitrust-awareness training to its members once a year.
19. These Guidelines are not intended to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency

between these Guidelines and the requirements under Antitrust Laws, the Antitrust Laws shall control.

20. These Guidelines shall be promulgated to all Members in MC-IF. All Members shall abide by these Guidelines.

Duly adopted by the Board of Directors of Media Coding Industry Forum, Inc. on September 13, 2018.

Appendix C – Member Agreement

MEDIA CODING INDUSTRY FORUM, INC. (“MC-IF”) MEMBER AGREEMENT

By the signature of its authorized representative below, the undersigned (“Member,” including “Affiliates,”¹ as defined in the Bylaws) agrees to be bound by the terms of this member agreement (“Member Agreement”), as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, Antitrust Guidelines, and Intellectual Property Rights Policy of MC-IF, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors pursuant to the Bylaws (collectively, the “Organizational Documents”) as may apply to the Member’s then current membership classification as set forth in the Bylaws. Copies of the Organizational Documents are available for review at the MC-IF website. ***Capitalized terms used herein but not otherwise defined shall have the meanings assigned thereto in the Organizational Documents.***

Member class and associated annual membership fee (*select one*):

- Regular USD \$8,500 (\$9,500 beginning January 1, 2020)
- Small Entity USD \$1,000 (\$2,500 beginning January 1, 2020)

(Small Entity Members have annual revenue less than USD\$5 million)

At the one year anniversary of membership, MC-IF will invoice the then current membership renewal fee to Member ninety (90) days prior to the expiration of the Member’s membership term and Member’s payment thereof shall constitute a renewal of membership as a Member. Failure to make a timely renewal payment shall be cause for termination of membership and Member benefits. In accordance with Section 4.4. of the Bylaws, MC-IF may change the annual membership fee from time to time.

¹ In the event that Member desires to exempt one or more Affiliates from its Membership in MC-IF, such Member may designate the legal corporate entities that are exempted in writing by attaching a list of such legal entities to this Membership Agreement (the “Affiliate Exemption List”), to be countersigned by MC-IF, and may update such Affiliate Exemption List from time to time by written notice to the Executive Director or the President of MC-IF. MC-IF shall post to the public website of MC-IF the Member company, and such Affiliate Exemption List (if any), as updated from time to time by Member.

This Member Agreement is non-binding on MC-IF unless accompanied by the membership fee for the selected member class set forth above. Membership in MC-IF is generally open to any entity that meets the Membership Qualifications contained in Section 4.2 of the Bylaws.

This Member Agreement must be signed by a representative of the Member that is authorized to commit the Member to all of the terms of this Member Agreement. By signing this Member Agreement, the Member hereby represents and warrants that the person signing this Member Agreement has been so authorized, has read and understood this Member Agreement and all other Organizational Documents, and has sought or waived the right to seek legal counsel prior to executing this Agreement.

Member hereby agrees to participate in good faith with other Members in support of MC-IF's Purposes.

Member represents and warrants that this Member Agreement is being entered into for the benefit of Member and MC-IF and not for the benefit of any third party. Similarly, Member agrees that it will not assert rights under any agreement between MC-IF and any other Member that apply the subject matter of this Member Agreement or the Organizational Documents unless such agreement provides by its express terms that Member is an intended beneficiary of that agreement.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Member's representative designated below at the address or email set forth below or to such addresses as such Member's representative may later specify by written notice to MC-IF. If the Member's representative set forth below does not update his or her contact information then the Member waives any right to receive a notice that is sent to the wrong person, address, or email, provided such notice was sent to the address on record provided by the Member's representative.

NAME OF MEMBER'S REPRESENTATIVE DESIGNATED TO RECEIVE NOTICES:

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

The Member agrees that once paid, all membership fees are nonrefundable for any reason, including termination of membership. Any claim or dispute arising under or relating to this Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

MEDIA CODING INDUSTRY FORUM, INC. MEMBER: _____

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____