

BYLAWS OF NORDIX FOUNDATION

ARTICLE I. PURPOSES

The Nordix Foundation is a nonprofit non-stock foundation (“Foundation”) whose purpose is to:

- encourage the growth of the open source community in the Nordic region;
- educate and support people and organizations in the beneficial use of open source innovation, and effective participation in the global open source ecosystem;
- advance open source technology through collaborative research and development;
- aid, support, and assist by grants, contributions, or otherwise, other persons or organizations, provided that such activities are consistent with the foregoing purposes.

The Foundation shall have and may exercise all the rights and powers given to nonprofit non-stock corporations under General Corporation Law of Delaware (“Delaware Corporate Law”).

ARTICLE II. MEMBERSHIP

2.1 Members.

(a) The Foundation shall have three (3) classes of members (“Members”) as defined in more detail below: (i) Platinum, (ii) Silver, and (iii) Academic/Nonprofit.

(b) Subject to Section 9.2, the Board of Directors shall have the authority to create a new class of members subject to the process set forth in these Bylaws.

2.2 Platinum Members.

(a) Platinum Members may be natural persons, business entities, academic institutions, government agencies, or any other legal person.

(b) Platinum Members may assign the membership, including its rights and obligations to an Affiliate. An Affiliate means that one entity is “Controlled” by the other entity. “Controlled” or “Control” is defined in Section 4.13.

(c) The application, admission, withdrawal and termination of Platinum Members are set forth in the membership policy attached as Appendix 1 (“Platinum Member Policy”).

(d) There shall be no more than ten (10) Platinum Members.

2.3 Silver Members.

(a) Silver Members may be natural persons, business entities, academic institutions, government agencies, or any other legal person.

(b) The Silver Members may assign the membership, including its rights and obligations to an Affiliate. An Affiliate means that one entity is “Controlled” by the other entity. “Controlled” or “Control” is defined in Section 4.13.

(c) The application, admission, withdrawal and termination of Silver Members are set forth in the membership policy attached as Appendix 2 (“Silver Member Policy”).

(d) There shall be no limit on the number of Silver Members.

2.4 Academic/Nonprofit Members.

(a) Academic/Nonprofit Members shall be entities which are either (1) academic institutions, such as colleges, universities and institutes, whose primary function is training or research on a non-commercial basis or (2) entities organized under as a nonprofit corporation or who have a non-profit tax exemption in the country where the entity is formed. The determination of eligibility for this class of Member by the Board shall be conclusive.

(b) The application, admission, withdrawal and termination of Academic/Nonprofit Members are set forth in the membership policy attached as Appendix 3 (“Academic/Nonprofit Member Policy”).

(c) There shall be no limit on the number of Academic/Nonprofit Members.

ARTICLE III. MEMBERSHIP MEETINGS

3.1 Location of Meetings. All meetings of the Members shall be held at such place (if any) within or without the State of Delaware as may be determined from time to time by the Board of Directors or, if not determined by the Board of Directors, by the Chairman of the Board, or the Chief Executive Officer; provided that the Board of Directors may, in its sole discretion, determine that any meeting of Members shall not be held at any place but shall be held solely by means of remote communication in accordance with Section 3.12.

3.2 Meeting To Elect Silver Class Directors. The annual meeting of the Silver Members for the election of Silver Class Directors shall be held on a date in the first two weeks of January of each calendar year to be fixed by the Board of Directors and stated in the notice of the meeting.

3.3 Meeting To Elect Academic/Nonprofit Class Director. The annual meeting of Academic/Nonprofit Members for the election of the Academic/Nonprofit Class Director shall be held on a date in the first two weeks of January of each calendar year to be fixed by the Board of Directors and stated in the notice of the meeting.

3.4 Special Meetings. Special meetings of a class of Members can be called by any of the following: (i) two members of the Board of Directors, (ii) the Chairman of the Board or (iii) the Chief Executive Officer. Special meetings may be called to conduct business for any purpose or purposes prescribed in the notice of the meeting and shall be held on such date and at such time as the Board of Directors may fix. Business transacted at any special meeting of all of the Members or a particular class of Member shall be confined to the purpose or purposes stated in the notice of meeting.

3.5 Notice of Meetings.

(a) Written notice of the annual meetings of Silver and Academic/Nonprofit Members respectively or special meetings shall be given not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each Member entitled to vote at such meeting as of the record date fixed by the Board of Directors, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware Corporate Law). The notice of any meeting shall state the place, if any, date and hour of the meeting, and the means of remote communication, if any, by which Members and proxy holders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called.

(b) Notice to Members may be given by personal delivery, mail, or, with the consent of the Member entitled to receive notice, by facsimile or other means of electronic transmission as provided in Section 6.8. An affidavit of the secretary or an assistant secretary of the Foundation that the notice has been given by personal delivery, by mail, or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) Notice of any meeting of Members need not be given to any Member if waived by such Member either in a writing signed by such Member or by electronic transmission, whether such waiver is given before or after such meeting is held. If such a waiver is given by electronic transmission, the electronic transmission

must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Member.

3.6 Voting List.

(a) The Secretary of the Foundation shall prepare at least (i) thirty (30) days before each annual meeting of Silver and Academic/Nonprofit Members, respectively, or (ii) within two (2) days of the notice of the annual meeting of Silver and Academic/Nonprofit Members, respectively, as provided in Section 3.5 (whichever is shorter), a complete list of the Members of the relevant class entitled to vote at the meeting arranged in alphabetical order for each class of Members, and showing the mailing address of each Member of the relevant class solely for the purposes permitted under Delaware Corporate Law. Such list shall be treated as confidential. The list shall only include active Members of the class and shall not include any Members who have resigned or whose membership has been terminated. The Board of Directors shall develop a process for determining the right of Members to appeal their inclusion on any such list. Such list shall be open to the examination of any Member of the class, for any purpose germane to the meeting, during ordinary business hours, for a period of at least thirty (30) days prior to the meeting or the shorter period provided above in the manner provided by law. If the meeting is held at a place, the list shall be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be examined by any Member of the class who is present. If the meeting is to be held solely by means of remote communication, such list shall also be open to the examination of any Member of the class during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The list shall be the only evidence as to the Members of the class who are entitled to examine the list required by this Section 3.6(a) or to vote in person or by proxy at the relevant annual meeting.

(b) The Secretary shall prepare, at least two (2) days after providing notice of a special meeting of the Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order for each class of Member, and showing the mailing address of each Member. Such list shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business hours, for the period between the notice and prior to the meeting, in the manner provided by law. If the meeting is held at a place, the list shall be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be examined by any Member who is present. If the meeting is to be held solely by means of remote communication, such list shall also be open to the examination of any Member during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The list shall be the only evidence as to the Members who are entitled to examine the list required by this Section 3.6(b) or to vote in person or by proxy at the relevant meeting.

3.7 Quorum. The holders of a majority of the Members of the relevant class entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. Where a separate vote by a class or classes is required, a majority of the Members of such class or classes present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter except as provided below.

3.8 Voting and Proxies.

(a) Each Platinum Member shall have one (1) vote at any meeting of the Platinum Members.

(b) Each Silver Member shall have one (1) vote at any meeting of the Silver Members.

(c) Each Academic/Nonprofit Member shall have one (1) vote at any meeting of the Academic/Nonprofit Members.

(d) Each Member entitled to vote at a meeting of Members may vote in person or may authorize any other person or persons to vote or act for such Member by a written proxy executed by the Member or by an electronic transmission permitted by law and delivered to the Secretary. No Member may authorize more than

one proxy for a particular meeting; the authorization of a new proxy for a meeting by a Member automatically revokes all prior proxies for the same meeting. Any copy, facsimile transmission, or other reliable reproduction of the writing or electronic transmission created pursuant to this section may be substituted or used in lieu of the original writing or electronic transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission, or other reproduction shall be a complete reproduction of the entire original writing or electronic transmission.

3.9 Action at Meeting.

(a) All matters shall be determined by a majority of votes of the class of Members present in person or represented by proxy and entitled to vote on the matter (or if there are two or more classes of Members entitled to vote as separate classes, then in the case of each such class, a majority of the Members of each such class present in person or represented by proxy and entitled to vote on the matter shall decide such matter), provided that a quorum is present, except when a different vote is required by express provision of law or these Bylaws.

(b) All voting, including on the election of directors, but excepting where otherwise required by law, may be by a voice vote for in person meetings; provided, however, that upon demand therefor by a Member entitled to vote or the Member's proxy, a vote by ballot shall be taken. Each ballot shall state the name of the Member or proxy voting and such other information as may be required under the procedure established for the meeting.

3.10 Conduct of Business. At every meeting of the class of Members, the Chairman of the Board, or, in his absence, such other person as may be appointed by the Board of Directors, shall act as chairman. The Secretary of the Foundation or a person designated by the chairman of the meeting shall act as secretary of the meeting. Unless otherwise approved by the chairman of the meeting, attendance at the annual meeting is restricted to the Members of the relevant class, persons authorized in accordance with Section 3.8 of these Bylaws to act by proxy, and officers of the Foundation.

The chairman of the meeting shall call the meeting to order, establish the agenda, and conduct the business of the meeting in accordance therewith, or, at the chairman's discretion, the business of the meeting may be conducted otherwise in accordance with the wishes of the Members in attendance.

3.11 Member Action without Meeting. Any action which may be taken at any annual or special meeting of the Members may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the Members having not less than the minimum number of votes of Members that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those Members of the relevant class who have not consented in writing.

An electronic transmission consenting to an action to be taken and transmitted by a Member, or by a proxy holder or other person authorized to act for a Member, shall be deemed to be written, signed, and dated for the purpose of this Section 3.11, provided that such electronic transmission sets forth or is delivered with information from which the Foundation can determine (a) that the electronic transmission was transmitted by the Member or by a person authorized to act for the Member and (b) the date on which such Member or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Foundation by delivery to its registered office in the State of Delaware, its principal place of business or the Secretary, an officer or agent of the Foundation having custody of the books in which proceedings of meetings of the Members are recorded.

3.12 Meetings by Remote Communication. If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders not physically present at a meeting of Members may, by means of remote communication, participate in the meeting and be deemed present in person and

vote at the meeting, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (a) the Foundation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member or proxy holder, (b) the Foundation shall implement reasonable measures to provide such Members and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any Member or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Foundation.

ARTICLE IV. BOARD OF DIRECTORS

4.1 General Powers. The business and affairs of the Foundation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the Foundation except as otherwise provided by these Bylaws.

4.2 Number and Term of Office.

(a) Each Platinum Member may appoint and remove one (1) member of the Board of Directors (“Platinum Directors”). Except as provided below, the term of each Platinum Director shall continue until the death, resignation or removal of the Platinum Director or until the Platinum Member ceases to be a Platinum Member. Unlike the Silver Class Director or Academic/Nonprofit Class Director, the term of each Platinum Director is not for a specific period of time.

(b) At the annual meeting or special meeting relating to electing directors as provided in Article III, the Silver Members shall elect up to two (2) members of the Board of Directors (“Silver Class Directors”). Each Silver Class Director shall hold office until the next annual meeting of the Silver Members and until his respective successor is elected, except in the case of the death, resignation, or removal (including removal under Section 4.13) of any Silver Class Director. In the case of the death, resignation, or removal of a Silver Class Director (except for removal under Section 4.13), the Silver Members shall elect a new Silver Class Director at a special meeting of the Silver Members.

(c) At the annual meeting or special meeting relating to electing directors as provided in Article III, the Academic/Nonprofit Members shall elect a single member of the Board of Directors (“Academic/Nonprofit Class Director”). The Academic/Nonprofit Class Director shall hold office until the next annual meeting of the Academic/Nonprofit Members and until his respective successor is elected, except in the case of the death, resignation, or removal (including removal under Section 4.13) of any Academic/Nonprofit Class Director. In the case of the death, resignation, or removal of a Academic/Nonprofit Class Director (except for removal under Section 4.13), the Academic/Nonprofit Members shall elect a new Academic/Nonprofit Class Director at a special meeting of the Academic/Nonprofit Members.

4.3 Resignation. Any director may resign by delivering notice in writing or by electronic transmission to the Chief Executive Officer, Chairman of the Board or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

4.4 Removal. A Platinum Class Director, Silver Class Director or Academic/Nonprofit Class Director may be removed by the Board of Directors for Cause and as provided in Section 4.13. Cause shall be defined as follows: (i) failure to attend three consecutive Board meetings, (ii) declaration of unsound mind by a final order of court or (iii) conviction of a felony.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors on the dates and times determined as set forth below. Any director who is absent when such a determination is made shall be given notice of the determination. The Board shall, on an annual basis, establish the dates and times of the regular quarterly meetings, and the Secretary shall give prompt written notice of the schedule to each director then in office.

4.6 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer or two-thirds (2/3) of the directors currently in office and may be held at any time and place, within or without the State of Delaware.

4.7 Notice of Special Meetings. Notice of any special meeting of directors shall be given to each director by whom it is not waived by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director by whom it is not waived by: (a) giving notice to such director in person or by telephone, electronic transmission or voice message system at least seventy-two (72) hours in advance of the meeting, (b) sending a facsimile to his last known facsimile number, or delivering written notice by hand to his last known business or home address, at least seventy-two (72) hours in advance of the meeting, or (c) mailing written notice to his last known business or home address at least five (5) days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

4.8 Participation in Meetings by Telephone Conference Calls or Other Methods of Communication. Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference, telephone, or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

4.9 Quorum. A majority of the total number of directors in office shall constitute a quorum at any meeting of the Board of Directors. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of a committee which authorizes a particular contract or transaction.

4.10 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law or these Bylaws.

4.11 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

4.12 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Foundation with such lawfully delegated powers and duties as it therefor confers, to serve at the pleasure of the Board of Directors. The Board of Directors may also appoint advisory committees which may be composed of members of the Board of Directors, non-members of the Board of Directors, or a combination of both types of individuals; provided that the advisory committees shall provide advice to the Board of Directors, and the Board of Directors may not delegate its authority to such an advisory committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of the Delaware Corporate Law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Foundation and may authorize the seal of the Foundation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

4.13 Director Diversity.

(a) The Foundation wishes to ensure that the Platinum Members and Silver Members are represented independently on the Board of Directors and avoid compromising such independence because of business relationships, mergers or other transactions. This independence shall be implemented by limiting the relationships between the Members and the Board of Directors. No more than one Director from an Affiliated Group shall serve on the Board of Directors at the same time (the “Director Diversity Requirement”).

(b) The term “Affiliated” or “Affiliation” is defined as relationships between Members and individuals who are Directors, the individual being a; (i) board member, officer or employee to either of the Member or its Affiliated Group (as defined below), or (ii) an independent contractor to either of the Member or its Affiliated Group who has earned more than \$60,000 in the most recent twelve (12) month period. The final determination of Affiliation shall be made by the Board of Directors without the vote of the directors who are alleged to have been Affiliated.

(c) An Affiliated Group means that for Members that are business entities, one entity is “Controlled” by the other entity. “Controlled” or “Control” means one entity owns, directly or indirectly, more than fifty percent (50%) of the voting securities of the Controlled entity which vote for the election of the Board of Directors or other managing body of an entity, or which is under common control with the Controlled entity.

(d) No director may take office if the addition of the director would cause a violation of the Director Diversity Requirement. If the new director is a Platinum Director, the Platinum Member making such appointment shall make the determination of which other director shall resign from the Board of Directors. If the designated director does not resign, the Chief Executive Officer shall call a special meeting of the relevant class of Members. If the new director is a Silver Class Director, the Silver Class Members shall elect a new individual to serve as the Silver Class Director at a special meeting of the Silver Members. If the new director is an Academic/Nonprofit Class Director, the Academic/Nonprofit Members shall elect a new individual to serve as the Academic/Nonprofit Class Director at a special meeting of the Academic/Nonprofit Members.

(e) If a Director becomes Affiliated during his or her term and such Affiliation violates the Director Diversity Requirement, such individual shall resign as a Director.

(f) A violation of the Director Diversity Requirement may be waived by a vote of two-thirds (2/3) of the disinterested members of the Board of Directors (i.e. not including the directors who are Affiliated).

4.14 Compensation of Directors. Directors shall not be entitled to compensation or reimbursement of expenses. No such payment shall preclude any director from serving the Foundation in any other capacity and receiving compensation for such service.

4.15 Technical Committee. The Board of Directors shall appoint the members of the Technical Committee for terms to be determined by the Board of Directors. The Technical Committee shall have the authority and responsibility to govern the technical activity of the foundation, as delegated by the Board of Directors. Except as expressly provided in these Bylaws, the Technical Committee shall determine its process and procedures, provided that such process and procedures must be published in a manner that they are readily accessible to all Members of the Foundation.

ARTICLE V. OFFICERS

5.1 Enumeration. The officers of the Foundation shall consist of a Chief Executive Officer, a Chief Financial Officer and a Secretary as well as such other officers with such other titles as the Board of Directors shall determine, including, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

5.2 Election. Officers shall be appointed by the Board of Directors at its first meeting for terms determined by the Board of Directors. Officers may be appointed by the Board of Directors at any other meeting.

5.3 Qualification. No officer need be a Member. Any two or more offices may be held by the same person.

5.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote appointing the officer, or until his earlier death, resignation, or removal.

5.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the Foundation at its principal office or to the Chief Executive Officer or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer elected by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors.

5.6 Chairman of the Board. The Board of Directors may elect a Chairman of the Board from among the directors. If the Board of Directors elects a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to the Chairman by the Board of Directors and these Bylaws. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the Board of Directors.

5.7 Chief Executive Officer. The Chief Executive Officer of the Foundation shall have, subject to the direction of the Board of Directors, general supervision, direction and control of the business and the officers of the Foundation. He shall preside at all meetings of the Members and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the chief executive officer of a corporation, including general supervision, direction, and control of the business and supervision of other officers of the Foundation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 Chief Financial Officer. The Chief Financial Officer of the Foundation shall have, subject to the direction of the Board of Directors, general supervision, direction, and control of the financial affairs of the Foundation. He shall have the general powers and duties of management usually vested in the chief financial officer of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.9 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer, and when so performing, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

5.10 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are set forth in these Bylaws and as are incident to the office of the Secretary, including, without limitation, the duty and power to give notices of all meetings of Members and special meetings of the Board of Directors, to keep a record of the proceedings of all meetings of Members and the Board of Directors and prepare lists of Members and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of the Members or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

5.11 Salaries. Officers of the Foundation shall be entitled to such salaries, compensation, or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

5.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE VI. GENERAL PROVISIONS

6.1 Fiscal Year. The fiscal year of the Foundation shall be as fixed by the Board of Directors.

6.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

6.3 Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation, or by these Bylaws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by electronic transmission or any other method permitted under the Delaware Corporate Law, whether before, at, or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness or manner of notice.

6.4 Evidence of Authority. A certificate by the Secretary, an Assistant Secretary, or a temporary Secretary, as to any action taken by the Members, directors, a committee or any officer or representative of the Foundation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

6.5 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Foundation, as amended and in effect from time to time.

6.6 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal, or ineffective shall not affect or invalidate any other provision of these Bylaws.

6.7 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

6.8 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any Member, director, officer, employee, or agent of the Foundation shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by commercial courier service, or by facsimile or other electronic transmission as provided below. Any such notice shall be addressed to such Member, director, officer, employee or agent at his last known address as the same appears on the books of the Foundation. The time when such notice shall be deemed to be given shall be the time such notice is dispatched to such Member, director, officer, employee, or agent, or by any person accepting such notice on behalf of such person. Without limiting the manner by which notice otherwise may be given effectively, notice to any Member shall be deemed given: (a) if by facsimile, when directed to a number at which the Member has consented to receive notice, (b) if by electronic mail, when directed to an electronic mail address at which the Member has consented to receive notice, (c) if by a posting on an electronic network together with separate notice to the Member of such specific posting, upon the later of (i) such posting and (ii) the giving of such separate notice, (d) if by any other form of electronic transmission when directed to the Member, and (e) if by mail, when deposited in the mail, postage prepaid, directed to the Member at such Member's address as it appears on the records of the Foundation.

6.9 Reliance Upon Books, Reports, and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the Foundation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Foundation, as provided by law, including reports made to the Foundation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

6.10 Time Periods. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the performance of the act shall be excluded, and the day of the event shall be included.

6.11 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Foundation may be used whenever and as authorized by the Board of Directors or a committee thereof.

ARTICLE VII. INTELLECTUAL PROPERTY POLICY

The Intellectual Property Policy of the Foundation is attached as Appendix 4.

ARTICLE VIII. ANTITRUST POLICY

The Antitrust Policy of the Foundation is attached as Appendix 5.

ARTICLE IX. AMENDMENT

9.1 By the Board of Directors. Except as provided in Section 9.2, these Bylaws may be altered, amended or repealed or new bylaws which may be adopted by the affirmative vote of two-thirds (2/3) of the directors present at any regular or special meeting of the Board of Directors at which a quorum is also present.

9.2 Special Votes.

(a) In addition to the vote of the Board of Directors as provided in Section 9.1, the amendment of the following Sections or Appendices requires an affirmative vote of a majority of the Platinum Members voting as provided in Article III: (i) Sections 2.2, 4.2(a), 9.2(a) and the Platinum Member Policy and (ii) Sections 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 4.4 and 4.13 as such sections apply to the Platinum Members.

(b) In addition to the vote of the Board of Directors as provided in Section 9.1, the amendment of the following Sections or Appendices requires an affirmative vote of a majority of the Silver Members voting as provided in Article III: (i) Sections 2.3, 3.2, 4.2(b), 9.2(b) and the Silver Member Policy and (ii) Sections 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 4.4 and 4.13 as such sections apply to the Silver Members.

(c) In addition to the vote of the Board of Directors as provided in Section 9.1, the amendment of the following Sections or Appendices requires an affirmative vote of a majority of the Academic/Nonprofit Members voting as provided in Article III: (i) Sections 2.4, 3.3, 4.2(c), 9.2(c) and the Academic/Nonprofit Member Policy and (ii) Sections 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 4.4 and 4.13 as such sections apply to the Academic/Nonprofit Members.

(d) In addition to the vote of the Board of Directors as provided in Section 9.1, the amendment of Section 2.1(b) and Appendix 5 requires the written approval of a majority of both the Platinum Members and the Silver Members voting as separate classes.

(e) These Bylaws shall be effective on the date set by the Board of Directors after this version of the Bylaws is approved by the Members as provided above.

Notwithstanding the special votes in Section 9.2, the Board of Directors may modify the following documents attached as Appendices: (i) the Antitrust Policy and the Member Policies as necessary to comply with applicable law, and (ii) the Member Policies as necessary for the efficient administration of the Foundation provided that such changes do not have the effect of materially changing the substance of the Member Policies.

ARTICLE X. INDEMNIFICATION OF DIRECTORS AND OFFICERS

10.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (“proceeding”), by reason of the fact that he or a person of whom he is the legal representative, is or was a director or officer of the Foundation or, is or was serving at the request of the Foundation as a director or officer of another entity, or as a controlling person of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Foundation to the fullest extent authorized by Delaware Corporate Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Foundation to provide broader indemnification rights than such law permitted the Foundation to provide prior to such amendment) against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his heirs, executors and administrators; provided, however, that except as provided in this Section 10.1, the Foundation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if (a) such indemnification is expressly required to be made by law, (b) the proceeding (or part thereof) was authorized by the Board of Directors, (c) such indemnification is provided by the Foundation, in its sole discretion, pursuant to the powers vested in the Foundation under Delaware Corporate Law, or (d) the proceeding (or part thereof) is brought to establish or enforce a right to indemnification or advancement under an indemnity agreement or any other statute or law or otherwise as required under Section 145 of Delaware Corporate Law. The rights hereunder shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the Foundation in his capacity as a director or officer (and not in any other capacity in which service was or is tendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the Foundation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no further right to appeal that such director or officer is not entitled to be indemnified under this section or otherwise.

10.2 Right of Claimant to Bring Suit. If a claim under Section 10.1 is not paid in full by the Foundation within sixty (60) days after a written claim has been received by the Foundation, or twenty (20) days in the case of a claim for advancement of expenses, the claimant may at any time thereafter bring suit against the Foundation to recover the unpaid amount of the claim and, if such suit is not frivolous or brought in bad faith, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this Foundation) that the claimant has not met the standards of conduct which make it permissible under the Delaware Corporate Law to indemnify the claimant for the amount claimed. Neither the failure of the Foundation (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Delaware Corporate Law, nor an actual determination by the Foundation (including its Board of Directors, independent legal counsel, or its Members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by the Foundation to recover an advancement of expenses pursuant to the terms of an undertaking, the Foundation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal that the indemnitee has not met any applicable standard for indemnification set forth in the Delaware Corporate Law. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Foundation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, shall be on the Foundation.

10.3 Indemnification of Employees and Agents. The Foundation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of related expenses, to any employee or agent of the Foundation to the fullest extent of the provisions of this Article X with respect to the indemnification of and advancement of expenses to directors and officers of the Foundation.

10.4 Non-Exclusivity of Rights. The rights conferred on any person in this Article X shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of Members or disinterested directors, or otherwise.

10.5 Indemnification Contracts. The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the Foundation, or any person serving at the request of the Foundation as a director, officer, employee or agent of another Foundation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article X.

10.6 Insurance. The Foundation shall maintain insurance to the extent reasonably available, at its expense, to protect itself and any such director, officer, employee or agent of the Foundation or another Foundation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Foundation would have the power to indemnify such person against such expense, liability or loss under the Delaware Corporate Law.

10.7 Effect of Amendment. Any amendment, repeal, or modification of any provision of this Article X shall not adversely affect any right or protection of an indemnitee or his successor in respect of any act or omission occurring prior to such amendment, repeal, or modification.

Appendix 1

PLATINUM MEMBER POLICY

1. Platinum Members. Platinum Members must meet the criteria set by the Board of Directors prior to applying for membership. All applications for Platinum Members must be approved by the Board of Directors.
2. Term of Platinum Members. After approval of the membership of the Platinum Member by the Board of Directors, the effective date for the membership of a Platinum Member shall be the date on which the Platinum Member has executed the Platinum Member Agreement and the admission has been approved by the Board of Directors. The term of the membership of a Platinum Member shall run through (a) December 31 of the same calendar year as the effective date of the membership if the effective date is earlier than July 1 of a calendar year and (b) December 31 of the same calendar year as the effective date of the membership if the effective date is later than July 1 of a calendar year, and such term shall automatically renew unless such Platinum Member resigns or is terminated pursuant to Section 3 below. For example, if the effective date of the membership is March 31, 2018, then the term of such Platinum Member terminates on December 31, 2018. However, if the effective date of the membership is September 15, 2018, then the term of such Platinum Member terminates on December 31, 2019.
3. Resignation or Termination of Platinum Members.
 - (a) A Platinum Member may resign its membership upon 3 months written notice to the Secretary.
 - (b) Any Director may make a motion to terminate a Platinum Member for breach of the Platinum Member Agreement and provide reasonable detail on the nature of the breach. If the breach is not cured within the period provided in the Platinum Member Agreement, the Board of Directors shall vote on termination of the Platinum Member by a majority of the members of the Board of Directors. If the Board of Directors approves the termination of the Platinum Member, the Secretary shall give written notice to the Platinum Member.
 - (c) If a Platinum Member becomes Affiliated with another Member, such Platinum Member (“Controlled Platinum Member”) shall cease to be a Platinum Member on the closing date of the transaction which results in the Platinum Member becoming a Controlled Platinum Member. If the Controlled Platinum Member is Controlled by a Silver Member or Academic/Nonprofit Member, the Controlling Member shall become a Platinum Member for the remainder of the term of the Controlled Platinum Member.
4. Appointment of New Platinum Members. Any entity may nominate itself to be a new Platinum Member using the following procedure if any Platinum Member positions are not filled. Any proposed new Platinum Member may not be Affiliated with any other Member on the date of its application. The nomination must be in writing to the Secretary with the information determined by the Board of Directors. The Secretary shall promptly provide a copy of such nomination to all of the members of the Board of Directors. The Board of Directors shall consider the application of the nominee at its next meeting. If the Board of Directors approves the admission, the entity shall become a Platinum Member as provided in Section 2.
5. List of Platinum Members. The Secretary shall publish the list of the names of the Platinum Members but without their contact information. Upon a written request by a Platinum Member, Silver Member or Academic/Nonprofit Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Platinum Members solely for the purposes permitted under Delaware Corporate Law and such information shall be treated as confidential.

Appendix 2

SILVER MEMBER POLICY

1. Silver Members. Silver Members must meet the criteria set by the Board of Directors prior to applying for membership. All applications for Silver Members must be approved by the Board of Directors.
2. Term of Silver Members. After approval of the membership of the Silver Member by the Board of Directors, the effective date for the membership of a Silver Member shall be the date on which the Silver Member has executed the Silver Member Agreement and the admission has been approved by the Board of Directors. The term of the membership of a Silver Member shall run through (a) December 31 of the same calendar year as the effective date of the membership if the effective date is earlier than July 1 of a calendar year and (b) December 31 of the calendar year after the effective date of the membership if the effective date is later than July 1 of a calendar year, and such term shall automatically renew unless such Silver Member resigns or is terminated pursuant to Section 3 below. For example, if the effective date of the membership is March 31, 2018, then the term of such Silver Member terminates on December 31, 2018. However, if the effective date of the membership is September 15, 2018, then the term of such Silver Member terminates on December 31, 2019.
3. Resignation or Termination of Silver Members.
 - (a) A Silver Member may resign its membership upon 3 months written notice to the Secretary.
 - (b) Any Director may make a motion to terminate a Silver Member for breach of the Silver Member Agreement and provide reasonable detail on the nature of the breach. If the breach is not cured within the period provided in the Silver Member Agreement, the Board of Directors shall vote on termination of the Silver Member by a majority of the members of the Board of Directors. If the Board of Directors approves the termination of the Silver Member, the Secretary shall give written notice to the Silver Member.
 - (c) If a Silver Member becomes Affiliated with another Member, such Silver Member (“Controlled Silver Member”) shall cease to be a Silver Member on the closing date of the transaction which results in the Silver Member becoming a Controlled Silver Member. If the Controlled Silver Member is Controlled by an Academic/Nonprofit Member, the Controlling Member shall become a Silver Member for the remainder of the term of the Controlled Silver Member.
4. Appointment of New Silver Members. Any entity may nominate itself to be a new Silver Member using the following procedure if any Silver Member positions are open. Any proposed new Silver Member may not be Affiliated with (a) any of the Silver Members or (b) any of the Silver Members on the date of its application. The nomination must be in writing to the Secretary with the information determined by the Board of Directors. The Secretary shall promptly provide a copy of such nomination to all of the members of the Board of Directors. The Board of Directors shall consider the application of the nominee at its next meeting. If the Board of Directors approves the admission, the entity shall become a Silver Member as provided in Section 2.
5. List of Silver Members. The Secretary shall publish the list of the names of the Silver Members but without their contact information. Upon a written request by a Platinum Member, Silver Member or Academic/Nonprofit Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Silver Members solely for the purposes permitted under Delaware Corporate Law and such information shall be treated as confidential.

Appendix 3

ACADEMIC/NONPROFIT MEMBER POLICY

1. Academic/Nonprofit Members. Academic/Nonprofit Members must meet the criteria set by the Board of Directors prior to applying for membership. All applications for Academic/Nonprofit Members must be approved by the Board of Directors.

2. Term of Academic/Nonprofit Members.

(a) After approval of the membership of the Academic/Nonprofit Member by the Board of Directors, the effective date for the membership of an Academic/Nonprofit Member shall be the date on which the Academic/Nonprofit Member has executed the Academic/Nonprofit Member Agreement and the admission has been approved by the Board of Directors. The term of the membership of an Academic/Nonprofit Member shall terminate as provided in the Academic/Nonprofit Member Agreement.

(b) The effective date of the end of the term of an Academic/Nonprofit Member shall be as follows:

(i) the date of receipt of the resignation by the Secretary, (ii) the date of termination notice as provided in Section 3(b), or (iii) the termination date in the Academic/Nonprofit Member Agreement.

3. Resignation or Termination of Academic/Nonprofit Members.

(a) An Academic/Nonprofit Member may resign its membership by written notice to the Secretary.

(b) Any Director may make a motion to terminate an Academic/Nonprofit Member for breach of the Academic/Nonprofit Member Agreement and provide reasonable detail on the nature of the breach. If the breach is not cured within the period provided in the Academic/Nonprofit Member Agreement, the Board of Directors shall vote on termination of the Academic/Nonprofit Member by a majority of the members of the Board of Directors. If the Board of Directors approves the termination of the Academic/Nonprofit Member, the Secretary shall give written notice to the Academic/Nonprofit Member.

(c) If an Academic/Nonprofit Member becomes Affiliated with another Member, such Academic/Nonprofit Member ("Controlled Academic/Nonprofit Member") shall cease to be an Academic/Nonprofit Member on the closing date of the transaction which results in the Academic/Nonprofit Member becoming a Controlled Academic/Nonprofit Member.

4. Appointment of New Academic/Nonprofit Members. Any entity may nominate itself to be a new Academic/Nonprofit Member using the following procedure. Any proposed new Academic/Nonprofit Member may not be Affiliated with one of the Platinum Members or Silver Members on the date of its application. The nomination must be in writing to the Secretary with the information determined by the Board of Directors. The Secretary shall promptly provide a copy of such nomination to all of the members of the Board of Directors. The Board of Directors shall consider the application of the nominee at its next meeting. If the Board of Directors approves the admission, the entity shall become an Academic/Nonprofit Member as provided in Section 2.

5. List of Academic/Nonprofit Members. The Secretary shall publish the list of the names of the Academic/Nonprofit Members but without their contact information. Upon a written request by a Platinum Member, Silver Member, or Academic/Nonprofit Member for the purposes permitted by Delaware Corporate Law, the Secretary shall make available the contact information of all Academic/Nonprofit Members solely for the purposes permitted under Delaware Corporate Law and such information shall be treated as confidential.

Appendix 4

INTELLECTUAL PROPERTY POLICY

Licenses and Contribution Agreements for Software.

(a) The Foundation shall generally accept contributions of software or documentation made under the same open source license as the work it modifies. The Foundation is not obligated to accept all contributions and may select contributions the Technical Committee or Board of Directors consider appropriate. The Board of Directors shall determine what licenses the Foundation will accept, and shall prefer licenses which the Open Source Initiative has approved and categorized as “popular and widely-used”.

(b) Optionally, an individual or organization may choose to contribute software or documentation under the terms of the Contributor Agreements attached in Appendix 6. The Board of Directors may adopt additional contributor agreements as may be appropriate for certain projects or contributions.

Trademark Policy. The Trademark Policy of the Foundation shall be determined by the Board of Directors and may be modified by the Board of Directors.

Appendix 5

ANTITRUST POLICY

1. Introduction.

The Nordix Foundation (“Foundation”) was formed to involve interested companies and individuals in a collaborative effort to support the development of certain open source technologies. Because some of the participants (“Members”) will include competitors, these activities are subject to antitrust laws. While coordination among competitors to achieve pro-competitive goals and efficiencies is perfectly legal under the antitrust laws, it is important to identify conduct that raises concerns under the antitrust laws and be sure that antitrust risks are avoided.

It is the express policy of Foundation to require that all activities of Foundation, and any committees organized under its auspices, be conducted strictly in accordance with U.S. federal and state antitrust laws and foreign antitrust laws. Foundation will not become involved in the competitive business decisions of its Members nor will it take or support any action that would tend to restrain competition in violation of antitrust laws.

2. Membership and Participation Policies.

The requirements for Membership and participation should be reasonable and nondiscriminatory, and those requirements should be applied in an impartial manner.

- Qualifications for Membership and participation should be objective and easily verifiable.
- Decisions about allowing particular entities to join or participate should not be based, in whole or in part, on the competitive or commercial interests of other actual or potential Members. The commercial interests of the Members should never be part of any discussion of actual or potential Membership or participation by other firms.
- Fees for Membership should be set at a level reasonably related to the costs they are meant to cover. Fees or other requirements for Membership and participation should not tend to exclude certain firms (for example, because of their size or their payment terms).
- Membership and participation should not be conditioned on past or future competitive commercial behavior by the prospective Member or participant.
- Any denial of a right to join or participate by any person or entity should be subject to a formal appeal process to the full Board of Directors of Foundation.

3. Meetings and Communications.

Members should avoid activities or communications that are extraneous to the group’s purposes. These guidelines apply equally to formal meetings and social gatherings.

- Members should avoid discussions of their wholesale or retail market prices, terms or conditions of sale, distribution, production, customers, credit terms or marketing practices as these topics pertain to particular companies.
- There should be no communications regarding individual company dealings with suppliers or customers.
- The group should not act to restrict any entity from gaining access to a market or customer or from freely purchasing or selling products or services, nor should it discuss any such actions.
- Meetings should be governed by a formal agenda, approved in advance by counsel. Any discussions that may deviate from the formal agenda should be reviewed by counsel before they occur.

- Discussions among Members of business or competitive issues in social groups or otherwise outside the meeting itself should be avoided.
- Notes of Members' meetings should be subject to review by counsel, and procedures for the preparation of formal minutes should be discussed with counsel.

4. Provision of Services.

Members should generally refrain from considering, discussing or implementing any market allocation program or agreements that would result in discriminatory treatment of actual or potential Members or anticompetitive effects visited upon consumers.

- Members and their representatives should not engage in discussion, communications or other exchanges regarding prices, pricing methods, production quotas or other limitations on production or sale, including any actual or proposed allocation of territories or customers.
- Members should not engage in any activity or communication that prevents or impedes any person or business entity from obtaining a supply of goods or services or otherwise purchasing products or services freely in the market.
- Members should avoid side deals or cross-licenses between or among participants based on such participation that appear to give them an advantage over non-participating companies.

5. Quasi-standard Setting Activities.

To the extent that Members develop and implement standards (recommended protocols, solutions, methods, configurations of products, etc.), the antitrust laws will consider the extent to which such standards are commercially nondiscriminatory and compliance is voluntary.

- Members should not be compelled, directed or coerced to refrain from innovation (either inside or outside of any agreed upon standards) by Foundation or its committees.
- Any standards or specifications developed or approved by the Members should be based solely and exclusively upon technical considerations and the merits of objective expert judgments and thorough evaluation procedures. Such standards or specifications should in no way be based upon any effort, intention, or purpose of any Member or combination of Members to reduce or eliminate competition in the sale, supply or furnishing of products or services.
- Neither Foundation nor any combination of its Members should impose any special sanctions for the violation of standards or specifications developed, promulgated, recognized, or approved by Members.

Once again, these are general guidelines, and this is a complex, evolving area of the law. Each Member should consult with its own counsel on issues related to participation, license development and/or licensing, IP rights, and other competitively sensitive issues raised by its membership in Foundation.

6. Competition.

Nothing contained in this policy should be construed to prohibit or limit a Member from making, using, selling, marketing, or promoting products that do not embody or make use of Foundation technology. Members are not required to exclusively use, announce, or promote Foundation tools or specifications. Members are free to design, develop, manufacture, acquire, or market their respective products in any lawful way.

7. Permitted Member Conduct.

In addition to other legally permissible activities, Members may engage in the following conduct:

- Members may design, develop, manufacture, acquire or market competitive specifications, products and services.
- Members may join or participate in any other associations, including competitive open source organizations.
- Members may decide whether or not to utilize Foundation developments in their business operations and to what extent.
- Members should adhere to prepared agendas for all Foundation meetings.
- Members should insist that meeting minutes be prepared and made available to all participants and object whenever meeting minutes do not accurately reflect the matters that transpired.
- Members should report any violations of this Policy concerning Foundation activities to the Board of Directors.

This Policy is not intended to be legal advice. In some cases, out of an abundance of caution, these guidelines may go beyond the requirements of the antitrust laws and the fact that certain conduct may be prohibited should not be viewed as indicating that such conduct would violate the law. Members assume responsibility to provide appropriate legal counsel to their representatives regarding compliance with this policy.

If you have a question regarding these matters, contact your own counsel or the Foundation's legal counsel.

Appendix 6

CONTRIBUTOR AGREEMENTS

Appendix 6.1 Nordix Foundation Contributor Agreement

This contributor assignment agreement ("Agreement") documents rights granted by contributors to the Foundation. Copyright assignment is entirely optional and it is at the discretion of the contributor whether to assign copyright to the Foundation or not. This is a legally binding document, so please read it carefully before agreeing to it. To make this document effective, please sign it and send it to the Foundation. The Agreement may cover more than one software project.

This Agreement allows an individual to submit Contributions to the Foundation, or for an organization to authorize Contributions submitted by its employees to the Foundation.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Foundation.

1. Definitions.

“**You**” (or “**Your**”) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Foundation.

“**Contribution**” shall mean the code, documentation or other original works of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Foundation. For the purposes of this definition, “**submitted**” means any form of electronic, verbal, or written communication sent to the Foundation or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Foundation, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

2. Copyright Assignment. At the time the Contribution is Submitted, You assign to the Foundation all right, title, and interest worldwide in all copyright covering the Contribution. To the extent that any of the preceding rights cannot be assigned by You to the Foundation, You grant to the Foundation a perpetual, worldwide, exclusive, no-charge, royalty-free, transferable, irrevocable license under such non-assigned rights to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against the Foundation or our successors in interest, or any of our licensees, either direct or indirect.

4. Patent License. Your “essential patent claims” are all patent claims that You own or control, whether already acquired or hereafter acquired, that are necessarily infringed by Your Contribution, but do not include claims that would be infringed only as a consequence of further modification of Your Contribution. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this Agreement.

You grant to the Foundation and to all recipients of Your Contribution a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license under Your essential patent claims, to make, use, sell, offer for sale, import, and otherwise transfer Your Contribution.

Nothing in this Agreement shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to You under applicable patent law.

5. You represent that You are legally entitled to enter into this Agreement and to grant the above rights.

6. You represent that each of Your Contributions is Your original creation.

7. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on as “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OR ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

Company Name: _____

Signature: _____

Name:

Title:

Date:

Signature: _____

Name:

Title:

Date: