

Multimedia over Coax Alliance® Associate Member Agreement

5000 Executive Parkway

Suite 302

San Ramon, CA 94583



Multimedia over Coax Alliance® Associate Agreement

Parties:

Multimedia over Coax Alliance

5000 Executive Parkway
Suite 302
San Ramon, CA 94583

Attn: Rob Gelpman, VP of Marketing
robert@gelpman.com, 408-838-7458

Organization Name ("*Associate*")

Address

City, State, Zip Code

Representative Name (if any)

E-Mail Address

Phone

This Multimedia over Coax Alliance Associate Agreement, including without limitation the terms and conditions attached to this cover page and the Exhibits referenced herein and attached hereto, all of which are incorporated herein by this reference, (the "*Associate Agreement*" or "*Agreement*") is made as of the date accepted by Multimedia over Coax Alliance ("*MoCA*®") set forth below. By executing this Associate Agreement, the company or organization identified above ("*Associate*") agrees to be bound by the attached terms and conditions of this Agreement.

The individual executing this Agreement on behalf of Associate acknowledges, represents and warrants that he/she has read this Agreement, including all Exhibits attached hereto, and that he/she has the authority to sign, execute, and deliver this Agreement on behalf of Associate.

Multimedia over Coax Alliance

Associate Name

By: _____

By: _____

Print Name: _____

Print Name: _____

Date Accepted: _____

Date Accepted: _____

TABLE OF CONTENTS

	Page
1. Corporate Documents	2
2. Participation in Multimedia over Coax Alliance	2
3. Privileges of Associates	3
3.1 Alliance Party's Right to Enforce	3
4. Compliance with IPR Policy and other Policies of Multimedia over Coax Alliance	3
5. Changes to Corporate Formation Documents, Alliance Policies and New Policies.....	4
6. Confidential Information	5
6.1 Definition	5
6.2 Obligations	5
6.3 Disclosure Exceptions.....	6
6.4 Exclusions	7
6.5 Duration of Protection.....	7
6.6 Breach of Confidentiality.....	7
6.7 Return of Confidential Information	7
6.7.1 By Associate	7
6.7.2 By Alliance	7
7. Affiliates and Related Entities/Subsidiaries.....	8
7.1 Binding Effect.....	8
7.2 Affiliates Are Not Alliance Parties	8
8. Term and Termination	9
8.1 Term.....	9
8.2 Voluntary Withdrawal as an Associate.....	9
8.3 Termination of Associate Status for Cause.....	9
8.4 Failure to Pay Any Annual or Specially Assessed Dues	9
8.5 Failure to Qualify or Termination of Status.....	9
8.6 Survival	10
9. Dispute Resolution.....	10
9.1 Arbitration.....	10
9.2 Location	10
9.3 Process	10

TABLE OF CONTENTS

(continued)

	Page
9.4 Selection of Arbitrators	11
9.5 Discovery	11
9.6 Case Management	11
9.7 Remedies	11
9.8 Expenses	11
9.9 Arbitration Confidentiality.....	12
9.10 Exclusions	12
9.10.1 Patents	12
9.10.2 Intellectual Property.....	12
9.10.3 Alternative Dispute Resolution Provisions	12
10. Disclaimer of Warranties	12
11. Limitation of Liability.....	12
12. Notices	13
13. Binding Nature and Assignment; Transfer of Associate Interest	13
14. Media Releases and Use of Trademarks and Logos	14
15. General.....	14

EXHIBIT A: Multimedia over Coax Alliance Associate Privileges

EXHIBIT 1: Articles of Incorporation

EXHIBIT 2: Bylaws of the Alliance

EXHIBIT 3: Multimedia over Coax Alliance Intellectual Property Rights Policy

EXHIBIT 4: Multimedia over Coax Alliance Antitrust Guidelines

Multimedia over Coax Alliance

Associate Agreement

Terms and Conditions

1. Corporate Documents.

The **Multimedia over Coax Alliance** (“**MoCA**” or “**Alliance**”) is organized as a nonprofit corporation under the laws of the State of California. The Articles of Incorporation and Bylaws of the Alliance, current as of the Effective Date, (collectively, the “**Corporate Formation Documents**”) are set forth in Exhibit 1 and Exhibit 2. The Bylaws of the Alliance provide that the Alliance may create one or more classes of non-voting Participants of the Alliance and the Board of Directors of the Alliance has created the “**Associate of the Alliance**” class as a non-voting Participant (as defined in Section 3.3 of the Bylaws of the Alliance) class of the Alliance. Associate desires to join the Alliance as an Associate of the Alliance. By executing this Agreement, Associate acknowledges that its has received copies of the Corporate Formation Documents, has read and understands the Corporate Formation Documents and Associate consents to and agrees to be bound by the Corporate Formation Documents as an Associate of the Alliance. Associate acknowledges that the Corporate Formation Documents may be amended from time to time in accordance with the provisions of the Corporate Formation Documents and as may be allowed by law. Subject to Associate’s termination rights as set forth in Section 5 (Changes to Corporation Formation Documents, Alliance Policies and New Policies), Associate agrees to be bound by all such amendments beginning on the date of adoption by the Board of Directors. Associate further acknowledges and agrees not to engage in activities for or on behalf of the Alliance that may adversely affect the nonprofit or tax-exempt status of the Alliance.

2. Participation in Multimedia over Coax Alliance.

Subject to the terms of Section 8 (Term and Termination), upon acceptance of this Associate Agreement by MoCA® and Associate’s payment of the applicable annual dues, Associate shall have the status of an Associate of the Alliance for a period of twelve (12) months commencing on the acceptance date. Subject to the terms of Section 8 (Term and Termination), Associate may renew its Associate of the Alliance status for subsequent twelve (12) month periods by paying the then-current annual dues established by the Board of Directors. From time to time, the Board of Directors may prescribe qualifications for Associate of the Alliance status and/or may subject the Associate of the Alliance status to the payment of annual or specially assessed dues. Failure to satisfy any qualifications prescribed by the Board of Directors for the Associate of the Alliance status or pay any annual or specially assessed dues when due shall result in termination and/or non-renewal of this Agreement and Associate’s status as an Associate of the Alliance pursuant to Section 8 (Term and Termination). Associate shall bear its own costs and expenses related to and/or in connection with its status as an Associate of the Alliance and the termination of its status as an Associate of the Alliance and Associate shall have no right of reimbursement from the Alliance.

3. Privileges of Associates.

The rights and privileges and obligations of Associates of MoCA shall be determined by the Board of Directors. The initial rights and privileges are set forth in Exhibit A, however, the Board of Directors may from time to time modify such rights and privileges. Subject to Associate's termination rights as set forth in Section 5 (Changes to Corporation Formation Documents, Alliance Policies and New Policies), Associate agrees to be bound by all such modifications beginning on the date of adoption by the Board of Directors. Associate shall not be entitled to any voting; or to participate in the policy or procedure establishment for the Alliance; or to contribute to or participate in the development of any Draft Deliverables, Approved Draft Deliverables or Deliverables or portion thereof; or other rights with respect to the business or proceedings of the Alliance, including without limitation, any matters relating to the adoption of a Deliverable or any other matters presented to the Alliance, the Board of Directors and/or Members for voting or election. Upon expiration or termination of this Agreement and/or the Associate's status as an Associate of the Alliance as provided in Section 8 (Term and Termination), all rights and privileges provided and/or granted to Associate and/or any Affiliate of Associate pursuant to this Agreement, as amended, including without limitation the rights and privileges in Exhibit A and any policies and procedures of the Alliance shall also terminate or expire, with the exception of any rights, privileges and obligations or terms that survive as provided in Section 8.6 (Survival).

3.1 Alliance Party's Right to Enforce. Any Alliance Party that has entered into a membership or participation agreement with the Alliance such as a Voting Member Agreement as set forth in Section 3.2 (Additional Class of Members) of the Bylaws of the Alliance or a Participant Agreement as set forth in Section 3.3 (Participants) of the Bylaws of the Alliance, shall be an intended third party beneficiary of Associate's and its Affiliates' promises set forth in this Agreement with the right to enforce this Agreement against Associate and Associate's Affiliates. Any such Alliance Party may, at its option, bring suit against Associate and/or Associate's Affiliates to enforce this Agreement. This Section will survive the termination of this Agreement. For purposes of this Agreement the term "***Alliance Party***" means a Voting Member as set forth in Section 3.2 (Additional Class of Members) of the Bylaws of the Alliance or a Participant as set forth in Section 3.3 (Participants) of the Bylaws of the Alliance, including without limitation a Promoter Member, a Contributor of the Alliance or an Associate of the Alliance, that has entered into a membership or participation agreement with the Alliance as applicable.

4. Compliance with IPR Policy and other Policies of Multimedia over Coax Alliance.

Associate has reviewed, understands and, as applicable, agrees to be bound by and comply with the obligations in and shall have the rights and privileges in, as if Associate were the "***Member***" or "***Alliance Party***", the following, except as the following are modified by this Agreement: (a) the Multimedia over Coax Alliance Intellectual Property Rights Policy, as may be amended from time to time as provided in the Multimedia over Coax Alliance Intellectual Property Rights Policy or as provided in the Corporate Formation Documents (the current form of which is attached as Exhibit 3) (the "***IPR Policy***"); (b) the Multimedia over Coax Alliance Antitrust Guidelines, as may be amended from time to time as provided in the Corporate Formation Documents (the current form of which is attached as Exhibit 4); and (c) any policies

and procedures of Alliance as such policies and procedures apply to Associates of the Alliance. Subject to Associates termination rights as set forth in Section 5 (Changes to Corporation Formation Documents, Alliance Policies and New Policies), Associate agrees to be bound by all such amendments and new policies and procedures beginning on the date of adoption by the Board of Directors. For the avoidance of doubt, nothing in this Section or in this Agreement shall grant to Associate or imply that Associate has any voting rights or policy or procedure establishment rights under the IPR Policy, Corporation Formation Documents, or any other Alliance policy, procedure or guidelines. For the further avoidance of doubt, nothing in this Section or in this Agreement shall grant to Associate or imply that Associate has any rights (i) to contribute to Draft Deliverables, Approved Draft Deliverables or Deliverables or (ii) to propose the formation of Technical Working Groups (as defined in the IPR Policy), to participate in or make contributions to Technical Working Groups, or to vote on Technical Working Group matters.

During the term of this Associate Agreement, Associate will have access to Draft Deliverables under Section 3.3 (Draft Deliverable Review Period) of the IPR Policy and Approved Draft Deliverables under Section 3.5 (Alliance Party Access to Approved Draft Deliverables) of the IPR Policy. Associate will be obligated to comply with the licensing provisions of Section 5.2.2 (License Granted by Alliance to Alliance Parties) of the IPR Policy and, subject to the exceptions of Section 3.3 (Draft Deliverable Review Period) of the IPR Policy, the licensing provisions of Section 5.1 (RAND Licenses) of the IPR Policy.

Notwithstanding the foregoing and the later execution of this Associate Agreement, Associate understands and agrees that Associate is deemed to make the RAND commitment described in Section 5.1 of the IPR Policy [for clarity, without the benefit of any exception set forth in Section 3.3 (i) or (ii) of the IPR Policy] with respect to Essential Patent Claims that are required to use, make and sell Fully Compliant Products described in Draft Deliverables approved by the Board of Directors as Approved Draft Deliverables *prior to* the Associate joining the Alliance (as such terms are defined in the IPR Policy).

5. Changes to Corporate Formation Documents, Alliance Policies and New Policies.

Associate agrees to be bound by all amendments and modifications to the Corporate Formation Documents, the IPR Policy, the Antitrust Guidelines, the privileges of Associates of the Alliance generally and all new policies and procedures of the Alliance, beginning on the date of adoption thereof by the Board of Directors. Alliance shall provide to Associate a copy of all such amendments and modifications promptly after the time of adoption and Alliance may satisfy this notice requirement using the email reflector or posting the amendment or modification on the Alliance website. Notwithstanding the foregoing, Associate may, in its discretion, terminate this Agreement if Associate objects to any such amendment or new policies. To be effective, any such termination must be given to the Alliance in writing within thirty (30) days after a copy of the amendment, modification or new policy or procedure is provided to or made accessible to Associate. Failure to so notify the Alliance will constitute Associate's acceptance of the amendment, modification or new policy or procedure. In the case of any such termination, Associate will continue to be bound by the terms in the version of the Corporate Formation Documents, IPR Policy, Antitrust Guidelines, the privileges of associates generally and other policies and procedures of the Alliance in effect prior to the amendment,

modification or new policy or procedure being adopted, which terms survive the termination of this Agreement.

6. Confidential Information.

All Confidential Information disclosed to Associate as a Recipient by Alliance or an Alliance Party as a Disclosing Party and by Associate as a Disclosing Party to the Alliance or an Alliance Party as a Recipient shall be governed by the terms and conditions in this Section 6 (Confidential Information) and the applicable terms in the IPR Policy. Nothing in this Section 6 (Confidential Information) shall modify or amend the terms of any non-disclosure or confidentiality agreement between Associate and any other Alliance Party that is unrelated to the Alliance or to the Confidential Information of the Alliance.

6.1 Definition. “*Confidential Information*” shall mean any and all information specifically designated in writing as confidential or proprietary by the Alliance or any Alliance Party (the “*Disclosing Party*”) by: (a) marking such information disclosed in writing in a manner which indicates it is the confidential or proprietary information of the Disclosing Party; or (b) by orally indicating, at time of disclosure, that the information disclosed orally is the confidential or proprietary information of the Disclosing Party and, then, within thirty (30) business days after disclosure, providing the recipient of the information (i.e., the Alliance or an Alliance Party) (the “*Recipient*”) with a written summary of the orally disclosed confidential or proprietary information. All contributions to Draft Deliverables and Approved Draft Deliverables are the Confidential Information of the Disclosing Party that made the contribution whether or not such contribution is marked or identified following oral disclosure by the Disclosing Party as confidential or proprietary. All Alliance meetings, proceedings, discussions of the Board of Directors, committees and working groups of the Alliance, and the contents and information disclosed at such meetings, proceedings, discussions, test and field trial plans and results/reports, and similar documents and email reflector emails and documents and other emails are the Confidential Information of the Alliance, whether or not marked or identified following oral disclosure by the Alliance as confidential or proprietary. Alliance Confidential Information includes copies of Draft Deliverables and Approved Draft Deliverables (as such terms are defined in the IPR Policy) made or prepared by Alliance, provided that such copies may also include contributions that are the Confidential Information of an Alliance Party. Alliance Confidential Information shall not include any Alliance Party's Confidential Information or other Intellectual Property (as defined in the IPR Policy) included in one of the foregoing, and such included Confidential Information and Intellectual Property shall continue to belong to and be owned by the Alliance Party. In addition, information related to all plugfests and similar events and results (including products and technology brought by Alliance Parties) and certification waves and results (including products and technology brought by Alliance Parties) shall be the Confidential Information of the applicable Alliance Party, whether or not marked or identified following oral disclosure as confidential or proprietary.

6.2 Obligations. Except as expressly set forth in this Section 6 (Confidential Information), the Recipient will not (i) disclose the Confidential Information of the Disclosing Party to any third party or (ii) use the Confidential Information of the Disclosing Party, except in connection with providing input, when requested by the Alliance, on Draft Deliverables and participating in Alliance meetings as authorized by the Alliance or as authorized in a separate

writing with the Disclosing Party. The foregoing right to use Confidential Information shall terminate upon termination of this Agreement. Recipient will use the same degree of care and discretion to avoid unauthorized use of and/or disclosure of any Confidential Information of the Disclosing Party, as the Recipient uses with its own confidential or proprietary information, but in any case not less than reasonable care under the circumstances. Notwithstanding the foregoing (and without limiting the prohibition against an Associate contributing to or participating in the development of any Draft Deliverables, Approved Draft Deliverables or Deliverables), Associate hereby consents to the disclosure of any Associate Confidential Information incorporated into a Deliverable (as defined in the IPR Policy) to persons that are not Alliance Parties as set forth in Section 3.6 (Disclosure of Deliverables to Non-Members) of the IPR Policy.

6.3 Disclosure Exceptions. The Recipient may disclose Confidential Information to (a) its and its Affiliates' employees, accountants, and legal advisors ("***Third Party Recipients***") with a need to know, provided such Third Party Recipients are bound by confidentiality obligations at least as restrictive as the terms in this Agreement and (b) any other party with the Disclosing Party's prior written consent. The Recipient shall be responsible and liable for the acts or omissions of any Third Party Recipient to whom it discloses Confidential Information of the Disclosing Party as if such act or omission was the act or omission of the Recipient.

The Recipient may disclose Confidential Information of a Disclosing Party to its Subcontractors (as defined in the IPR Policy) with a need to know, provided that such Subcontractors are bound by confidentiality obligations at least as restrictive as the terms in this Agreement and provided further that the Recipient obtains the prior written consent of the Disclosing Party(ies) prior to such disclosure to a Subcontractor. The Recipient shall be responsible and liable for the acts or omissions of any Subcontractor to whom it discloses Confidential Information of the Disclosing Party as if such act or omission was the act or omission of the Recipient.

The Recipient may disclose Confidential Information to the extent required by law, but the Recipient must give the Disclosing Party advance notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order.

Subject to the terms in this Agreement and in the IPR Policy, Recipient may disclose Confidential Information of the Disclosing Party in the course of Alliance business to members of the Board of Directors and to Alliance Parties that have entered into an agreement with the Alliance that contains terms substantially similar to the terms in this Section 6 (Confidential Information), provided that Recipient may not disclose a Draft Deliverable or an Approved Draft Deliverable to a Participant unless the Participant is authorized to participate in a Technical Working Group responsible for that Draft Deliverable or Approved Draft Deliverable. Notwithstanding the foregoing, the Alliance may disclose (i) Draft Deliverables and Approved Draft Deliverables to a Participant in accordance with Sections 3.3 (Draft Deliverable Review Period) and 3.5 (Member Access to Approved Draft Deliverables) of the IPR Policy and (ii) Deliverables to persons that are not Alliance Parties as set forth in Section 3.6 (Disclosure of Deliverables to Unrelated Parties) of the IPR Policy.

The Alliance may publicly disclose the following Associate information for any plugfests, certification waves, or similar events: (a) the name of the Associate, (b) high level descriptions of the products entered, and (c) the high level test results including interoperability and pass/fail.

Neither the terms in this Agreement nor the existence of this Agreement shall be the Confidential Information of either the Alliance or Associate.

Except as expressly provided in and subject to the terms of this Agreement, Alliance may not disclose the Confidential Information of Associate to third parties without the prior written consent of Associate. The foregoing shall apply to, without limitation, any persons participating in any committee or working group created by the Board of Directors of the Alliance and any person invited to be present at meetings of the Board of Directors and/or at meeting of MoCA.

6.4 Exclusions. Confidential Information shall not include information that the Recipient can show: (a) at the time disclosed is rightfully in the Recipient's possession or rightfully received by Recipient without a non-disclosure obligation; (b) is developed independently by Recipient; (c) is publicly available when received, or thereafter becomes publicly available, other than as a result of Recipient's violation of this Agreement; or (d) disclosed by a person without a non-disclosure obligation.

6.5 Duration of Protection. The Recipient's obligations previously set forth in this Section 6 (Confidential Information) shall apply for the shorter of (i) a period of five (5) years after the date of disclosure, or (ii) until a Deliverable that contains said Confidential Information is approved by the Disclosing Party and the Board of Directors for distribution to persons that are not Alliance Parties, which persons are not under an obligation of confidentiality as otherwise required in Section 3.6 (Disclosure of Deliverables to Unrelated Parties) of the IPR Policy.

6.6 Breach of Confidentiality. In the event any Alliance Party breaches any obligation of confidentiality or limitation on use with respect to Associate's Confidential Information, Associate's sole and exclusive remedy shall be to seek recourse against the breaching Alliance Party, and the Alliance shall have no liability with respect to such breach.

6.7 Return of Confidential Information.

6.7.1 By Associate. At such time as Associate ceases being an Alliance Party, for any reason, Associate shall return to the Disclosing Party or destroy all Confidential Information of a Disclosing Party, and return hardware and software (including, without limitation, simulations, field trial units, programs and test equipment) of a Disclosing Party in its possession and all copies thereof and will, at the request of the Disclosing Party or the Alliance, certify in writing such return or destruction. Associate shall have no further right to use any such Confidential Information for any purpose after Associate ceases being an Alliance Party except that upon written request the Associate may retain a single complete copy of any Confidential Information documents in the exclusive possession of its General Counsel's office solely for use in connection with the prosecution or defense of any dispute arising from this Agreement. At such time as an Affiliate of Associate ceases being an Affiliate, Associate shall cause such Affiliate to return to Associate or destroy all Confidential Information of a Disclosing Party, and

return to Associate all hardware and software (including, without limitation, simulations, field trial units, programs and test equipment) of a Disclosing Party in the Affiliate's possession and all copies thereof and will, at the request of the Disclosing Party or the Alliance, certify in writing such return or destruction. Such Affiliate shall have no further right to use any such Confidential Information for any purpose thereafter.

6.7.2 By Alliance. At such time as Associate ceases being an Alliance Party for any reason, Alliance shall, and shall cause all Alliance Parties to, return to Associate or destroy all Confidential Information of Associate, and return hardware and software (including, without limitation, simulations, field trial units, programs and test equipment) of Associate in its/their possession and all copies thereof and will, at the request of Associate, certify in writing such return or destruction. In such event, Alliance shall have no further right to use any such Confidential Information of Associate for any purpose after this Agreement is so terminated. Notwithstanding anything to the contrary in this Agreement (and without limiting the prohibition against an Associate contributing to or participating in the development of any Draft Deliverables, Approved Draft Deliverables or Deliverables), the obligations in this Section 6 (Confidential Information) shall not apply to restrict Alliance's use or disclosure, consistent with the provisions of the IPR Policy, of any Confidential Information or other information provided by Associate to the Alliance that is incorporated into or being considered for incorporation into a Draft Deliverable, Approved Draft Deliverable or Deliverable of the Alliance and the Alliance may retain, use and disclose, consistent with the provisions of the IPR Policy, any Confidential Information or other information supplied by Associate that might be applicable to any Draft Deliverable, Approved Draft Deliverable or Deliverable being considered or evaluated by the Alliance at the time of disclosure of the Confidential Information or other information by Associate.

7. Affiliates and Related Entities/Subsidiaries.

7.1 Binding Effect. Associate agrees, on behalf of its Affiliates, to all the terms and conditions in (i) the IPR Policy and (ii) the Antitrust Guidelines set forth in Exhibit 4. Associate will cause its Affiliates to be bound by all such terms and conditions as if each such Affiliate had executed this Agreement. For the avoidance of doubt, Associate agrees that all of its Affiliates shall be bound by the terms in the IPR Policy, including, without limitation the obligation to license Essential Patent Claims on RAND (as such terms are defined in the IPR Policy), and that such Affiliates shall not have any rights or privileges under the IPR Policy unless and until such Affiliates execute an agreement specified by the Alliance Board of Directors which agreement grants such Affiliates the rights and privileges set forth in the IPR Policy. Associate represents and warrants that, during the term of this Agreement, Associate has the right and authority to bind its Affiliates to the terms, conditions and obligations set forth in this Agreement applicable to Associate's Affiliates. If, and only if, an Affiliate of Associate desires to exercise any rights or receive any of the privileges under the IPR Policy or to review, for Associate's benefit, any Confidential Information, then prior to such Affiliate having any rights or any privileges under the IPR Policy or access to any Confidential Information, Associate shall deliver to the Alliance a document specified by the Alliance signed by the Affiliate, indicating that the Affiliate has agreed to be bound by the IPR Policy, the Antitrust Guidelines and the terms in Section 6 (Confidential Information). Each Affiliate of Associate shall have the obligations set forth in the IPR Policy whether or not such a signed writing is delivered to the Alliance.

7.2 Affiliates Are Not Alliance Parties. For the avoidance of doubt, unless and until an Affiliate of Associate executes those documents and agreements as are required to become an independent Alliance Party separate and apart from Associate, such Affiliate of Associate shall not be an Alliance Party and such Affiliate shall not have any of the rights or privileges granted to Associates of the Alliance as set forth in the Alliance Bylaws or as set forth in this Agreement.

8. Term and Termination.

8.1 Term. This Associate Agreement shall commence on the acceptance date and remain in effect until the earlier of: (i) expiration of the Alliance's corporate term; (ii) such time as Associate elects not to renew its Associate of the Alliance status as provided in Section 2 (Participation in Multimedia over Coax Alliance); (iii) such time as Associate elects to voluntarily withdraw as an Associate of the Alliance as provided in Section 8.2 (Voluntary Withdrawal as an Associate); and (iv) termination of this Agreement or Associate's status as an Associate of the Alliance as provided in this Agreement or in the Bylaws of the Alliance.

8.2 Voluntary Withdrawal as an Associate. Upon written notice to the Secretary of the Multimedia over Coax Alliance, Associate shall have the right to withdraw as an Associate of the Alliance. Upon such withdrawal, Associate shall have no right to receive a refund of any previously paid dues, if any.

8.3 Termination of Associate Status for Cause. Alliance shall have the right to terminate this Agreement for cause and as otherwise provided in the Bylaws of the Alliance, upon written notice to Associate. In addition, Alliance shall have the right to terminate this Agreement if Associate materially breaches any provision of this Agreement, and does not cure such breach, if capable of cure, within ten (10) business days following written notice thereof from Alliance, or if not capable of cure within such period Associate has not initiated and/or diligently pursued actions to correct the breach as soon as reasonably practicable; or if the breach is not capable of cure, then immediately upon dispatch of the Alliance's notice of breach. Alliance shall have the right to terminate this Agreement if Associate ceases business operations, becomes insolvent, or is subject to any bankruptcy or other similar legal process or proceeding. Upon any such termination, Associate shall have no right to receive a refund of any previously paid dues, if any.

8.4 Failure to Pay Any Annual or Specially Assessed Dues. Associate acknowledges that the Associate of the Alliance status is conferred on an annual basis and that any renewal of such a status, or in the case of a special assessment, continuation of the Associate of the Alliance status, may be contingent upon payment of dues. If Associate fails to pay any such annual or special assessment dues when required: (i) Associate's status as an Associate of the Alliance will not be renewed or will be terminated, as applicable; and (ii) Associate waives any notice or process requirements in connection with such non-renewal and/or termination of such a status.

8.5 Failure to Qualify or Termination of Status. Associate acknowledges that the Board of Directors may from time to time prescribe qualifications for the Associate of the Alliance status or may terminate the Associate of the Alliance status in its entirety. In the event Associate does not satisfy any qualifications set by the Board of Directors for the Associate of

the Alliance status or the Board of Directors terminates the Associate of the Alliance status in its entirety: (i) Associate's status as a Associate of the Alliance shall continue for the unexpired portion of the then-current term; (ii) upon expiration of the then-current term, Associate's status as an Associate of the Alliance and this Associate Agreement shall terminate; and (iii) Associate waives any notice of process requirements in connection with such a termination.

8.6 Survival. The following will survive the termination or expiration of this Associate Agreement (i) Sections 6 (Confidential Information), 8.6 (Survival), 9 (Dispute Resolution), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), Section 13 (Binding Nature and Assignment; Transfer of Associate Interest) on any successor to Associate in a Change in Control to the extent of any obligations that survive termination of this Agreement (including without limitation confidentiality and the terms in the IPR Policy that survive termination of this Agreement), Section 15 (General) of this Agreement, and their subsections, and (ii) all terms and conditions of the IPR Policy binding upon Associate and its Affiliates as more particularly described in Section 4 (Compliance with IPR Policy and other Policies of Multimedia over Coax Alliance) which terms and conditions of the IPR Policy survive termination as set forth in the IPR Policy, including without limitation, terms and conditions with respect to any Essential Patent Claims existing as of the termination date shall survive such termination or expiration of this Agreement. In addition to the foregoing, any Alliance policies or agreements which contain specific survival provisions following termination or expiration of Associate status as an Associate of the Alliance shall not be affected by the termination of this Agreement or this Section 8.6 (Survival) and shall survive pursuant to the terms contained herein, including without limitation Section 7 (Termination; Survival of IPR Policy) of the IPR Policy. Associate agrees that such provisions that survive the termination of this Agreement shall continue to survive with respect to Affiliates of Associate.

9. Dispute Resolution.

THE FOLLOWING PROVISIONS IN THIS SECTION 9 (DISPUTE RESOLUTION) APPLY IN THE EVENT OF A DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BREACH OF THIS AGREEMENT OR THE BUSINESS OF THE ALLIANCE (A "DISPUTE") BETWEEN ASSOCIATE, AN AFFILIATE OF ASSOCIATE AND ALLIANCE AND BETWEEN ASSOCIATE, AN AFFILIATE OF ASSOCIATE AND ANY ALLIANCE PARTY THAT HAS AGREED TO TERMS SUBSTANTIALLY SIMILAR TO THE TERMS IN THIS SECTION 9 (DISPUTE RESOLUTION). NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 9 (DISPUTE RESOLUTION) SHALL APPLY ONLY TO DISPUTES RELATED TO THE BUSINESS OF THE ALLIANCE AND ASSOCIATE'S PARTICIPATION IN THE ALLIANCE AND SHALL NOT APPLY TO ANY DISPUTES BETWEEN OR AMONG THE ASSOCIATES OF THE ALLIANCE UNRELATED TO THE ALLIANCE OR BETWEEN ALLIANCE PARTIES OR THE ALLIANCE AND THIRD PARTIES.

9.1 Arbitration. Except as provided below, any Dispute shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules (the "**Rules**") of the San Diego chapter of the American Arbitration Association ("**AAA**"), and the procedures set forth below. In the event of any inconsistency between the Rules of AAA and the procedures set

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

9.2 Location. The location of the arbitration shall be in San Diego, California, USA and shall be conducted in English. Associate and Alliance hereby consents to jurisdiction before AAA and in the State and Federal Court in San Diego, California, USA to effectuate, compel or enforce this Section 9 (Dispute Resolution).

9.3 Process. Either party or any Alliance Party may initiate arbitration by providing written demand for arbitration to AAA (with a copy to the other party and the Alliance, as applicable), a copy of this Agreement and the administrative fee required by AAA, or by such other process as AAA may require. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents.

9.4 Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) neutral arbitrators from among the San Diego, California AAA commercial arbitration panelists with relevant expertise who are independent and disinterested with respect to the Alliance and any Alliance Party, this Agreement, and the outcome of the arbitration. Each party shall, within fifteen (15) business days after demand for arbitration, select one arbitrator and such arbitrators shall, within five (5) days thereafter, select the third arbitrator. If a party does not select its arbitrator during such period or if such arbitrators are not able to agree on the third arbitrator, the second and/or third arbitrator shall be appointed by AAA. The arbitrators' decision shall follow the plain meaning of this Agreement and shall be final and binding.

9.5 Discovery. Unless otherwise mutually agreed by the parties to the Dispute in writing, discovery shall be limited to the thirty (30) calendar day period following selection of the arbitrators.

9.6 Case Management. Prompt resolution of any Dispute is important to all parties and the parties agree that the arbitration of any such Dispute shall be conducted expeditiously. The arbitrators are instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining resolution of the Dispute. The first case management meeting shall be held within five (5) business days after selection of the third arbitrator.

9.7 Remedies. The arbitrators may grant any legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a state or federal court, provided however, that such remedy or relief is consistent with the remedies and limitations set forth in this Agreement and extend only to Disputes between and among the Alliance and the Alliance Parties.

9.8 Expenses. The cost of the arbitration, including arbitrator's fees, shall be shared equally by the parties during the course of the arbitration; provided, however, each party shall bear the cost of preparing and presenting its own case (including its own attorneys' fees). The expenses of the arbitration, including the arbitrators' fees, expert witness fees, and attorneys'

fees, may be awarded to the prevailing party, in the discretion of the arbitrators, or may be apportioned among the parties in any manner deemed appropriate by the arbitrators. Unless and until the arbitrators decide that one party is to pay for all (or a share) of such expenses both parties shall share equally in the payment of the arbitrators' fees as and when billed by the arbitrators. If either party fails to comply with the dispute resolution process set forth herein (e.g., non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the cost and expenses incurred by the party requesting such enforcement (including, without limitation, reasonable attorneys' fees and court related costs).

9.9 Arbitration Confidentiality. 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, management employees, witnesses, experts, investors, attorneys, lenders, insurers, and others who may be directly affected. Additionally, if a party has stock that is publicly traded, the party may make such disclosures as are required by applicable securities laws.

9.10 Exclusions.

9.10.1 Patents. There shall be no arbitration of issues of the validity, infringement or enforceability of patents, copyrights or Confidential Information of the Alliance and/or Alliance Parties.

9.10.2 Intellectual Property. Notwithstanding anything else herein, this Section 9 (Dispute Resolution) shall not apply to any Disputes related to the intellectual property rights of Associate, any other Alliance Party, the Alliance, or other third parties.

9.10.3 Alternative Dispute Resolution Provisions. In the event that any policy adopted by Alliance with respect to Associates of the Alliance provides for different dispute resolution procedures, the terms of such policy shall supersede the provisions of this Section 9 (Dispute Resolution) to the extent of such difference, provided that such new terms are executed by Associate and are limited to disputes with Alliance.

10. Disclaimer of Warranties.

NEITHER PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO ASSOCIATE, THE ALLIANCE OR ANY ALLIANCE PARTY HEREUNDER, OR WITH RESPECT TO ANY DELIVERABLE OR DRAFT DELIVERABLE APPROVED, PROMOTED OR ENDORSED BY THE ASSOCIATE, THE ALLIANCE OR ANY ALLIANCE PARTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, ALLIANCE PARTY OR ALLIANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A

MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF ALLIANCE, OF ANY ALLIANCE PARTY, OR OF THIRD PARTIES. EACH PARTY AGREES THAT ALL SUCH ITEMS ARE PROVIDED OR MADE AVAILABLE HEREUNDER "AS IS."

11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALLIANCE, ASSOCIATE, OR ANY ALLIANCE PARTY BE LIABLE TO ALLIANCE, ASSOCIATE, OR ANY ALLIANCE PARTY, AS APPLICABLE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR, INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT OR PARTICIPATION IN THE ALLIANCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THE ALLIANCE, ASSOCIATE OR ANY ALLIANCE PARTY OR ANY BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) BY THE ALLIANCE, ASSOCIATE OR ANY ALLIANCE PARTY.

12. Notices.

Any written notice required or permitted to be delivered pursuant to this Associate Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier, with a confirmation copy sent via overnight mail, provided that confirmation of such overnight delivery is received by the sender; (d) one (1) business day after deposit with a national overnight courier, provided that confirmation of such overnight delivery is received by the sender; (e) upon transmission if sent via e-mail, with a confirmation copy sent via telecopier same day, in each case addressed to the following:

If to Associate:

The Contact/Representative at the address
Identified on the cover page of this Associate
Agreement

If to the Multimedia over Coax Alliance:

Multimedia over Coax Alliance
5000 Executive Parkway Suite 302
San Ramon, CA 94583
Attention: Executive Director
Fax: +1 (925) 886-3618

or to such other individual or address as may be specified by either party hereto upon notice given to the other.

13. Binding Nature and Assignment; Transfer of Associate Interest.

Except as expressly set forth in this Section, neither Associate's participation in the Alliance, this Agreement, nor any rights, obligations, or other interests of a party may be

assigned by a party, in whole or in part, without the prior written consent of the other party (not to be unreasonably withheld or delayed) and any purported assignment without such consent shall be void. Notwithstanding the foregoing, in the case of a Change in Control of Associate or the Alliance, this Agreement and all the rights, privileges and obligations of being an Associate of the Alliance shall, subject to the terms in this Section, be continued to the surviving legal entity that is a party to the Change in Control, provided that, (i) in the case of Associate such legal entity meets or satisfies the criteria for membership, and (ii) such legal entity agrees in writing to all the obligations, terms, and conditions of this Agreement. If such legal entity is not willing to execute such a writing, then this Agreement shall terminate, subject to such rights and obligations that expressly survive such termination (including without limitation, confidentiality and obligations with respect to the IPR Policy that survive termination of this Agreement), provided that in such case new legal entity shall not be entitled to any of the benefits, rights or privileges under IPR Policy. The term “***Change in Control***” means and includes one of the following transactions: a merger or acquisition, a consolidation or other change in control, the sale, conveyance or disposal of all or substantially all of Associate’s or the Alliance’s assets or business related to or that is the subject of this Agreement, or any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of Associate or the Alliance is disposed of. In addition, Associate may assign this Agreement to an Affiliate without consent, provided that (i) such legal entity meets or satisfies the criteria for membership, and (ii) such legal entity agrees in writing to all the obligations, terms, and conditions of this Agreement. If such Affiliate is not willing to execute such a writing, then this Agreement shall terminate, subject to such rights and obligations that expressly survive such termination (including without limitation, confidentiality and obligations with respect to the IPR Policy that survive termination of this Agreement), provided that in such case the Affiliate shall not be entitled to any of the benefits, rights or privileges under the IPR Policy. Any assignment of this Agreement to an Affiliate shall not relieve the Associate of its obligation to comply with the terms of the IPR Policy or the other terms of this Agreement that are intended to bind Affiliates. Associate shall provide written notice to the Alliance and all Alliance Parties of an assignment of this Agreement to an Affiliate.

14. Media Releases and Use of Trademarks and Logos.

Alliance agrees that Associate shall have the right, during the term of this Agreement, to list the Multimedia over Coax Alliance's name and logo on Associate's web site and advertising and promotion materials, if any, in accordance with guidelines to be adopted by the Alliance. Associate agrees that the Alliance shall have the right, during the term of this Agreement, to list Associate’s name and logo, if any, on the Alliance web site and advertising and promotion materials in accordance with Associate’s guidelines. Except as provided above, elsewhere in this Agreement or as may be allowed pursuant to written instructions or guidelines issued by a party, neither party shall use the name or any trademark or logo of the other party without such other party's prior consent.

15. General.

All capitalized terms used but not defined herein shall have the meaning assigned to them in the Exhibits attached to this Associate Agreement. Except as otherwise provided herein, if any term or condition of any policies and procedures adopted by the Alliance, including the IPR

Policy, conflicts or is inconsistent with the terms and conditions of this Associate Agreement, the applicable terms and conditions of this Associate Agreement shall control and supersede any such term or condition of the applicable policy or procedure to the extent of the conflict or inconsistency. No party shall bear any responsibility or liability for any delay in the performance of its obligations under this Associate Agreement due to an act of God, act of governmental authority, war, flood, civil commotion, labor difficulty or any other cause beyond the reasonable control of the party delayed. This Associate Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument. If any provision of this Associate Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Associate Agreement, but this Associate Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable. No delay or omission by either party to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Associate Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained. Nothing set forth in this Associate Agreement shall be deemed or construed to render the parties as joint venturers, partners or employer and employee. This Associate Agreement, together with the Corporate Documents and any documents referenced herein, sets forth the entire, final and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and discussions, whether oral or written, between the parties. This Associate Agreement may be modified only pursuant to a writing executed by authorized representatives of the Alliance and Associate. This Associate Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Associate Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of California (excluding any conflict of laws provisions of the State of California that would refer to and apply the substantive laws of another jurisdiction). **ASSOCIATE CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS AND VENUE LOCATED IN SAN DIEGO, CALIFORNIA.** This Agreement is prepared and executed in the English language only and any translations of this Agreement into any other language shall have no effect. All proceedings related to this Agreement shall be conducted in the English language.

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EXHIBIT A

Multimedia over Coax Alliance

Associate Privileges

The current rights and privileges of Associate are set forth below, and are subject to the policies and procedures established by the Board of Directors. Such rights and privileges may be modified by the Board of Directors from time to time as provided in and subject to the terms in this Agreement and the Corporate Formation Documents. Nothing herein shall entitle Associate to any voting or policy or procedure establishment or other rights with respect to the business or proceedings of the Multimedia over Coax Alliance.

Associate - Annual dues: \$12,000

- Access to Draft MoCA Documents, as applicable, including:
 - Draft Deliverables and Approved Draft Deliverables pursuant to Sections 3.3 and 3.5 of the IPR Policy
- Access to Approved MoCA Documents, as applicable, including:
 - Technical Specification(s)
 - Market Requirement Documents(s)
 - Field Test Report(s)
 - Certification Procedures, Test Plans and Documents
 - Plugfest and Interoperability Procedures, Test Plans and Documents
- Fair, reasonable and non-discriminatory license terms to Essential Patent Claims as described in the IPR Policy
- Product Certifications, as applicable
 - Access to Approved MoCA Product Certification Documents
 - Eligibility to Certify Products
 - Eligibility to Participate in MoCA interoperability events and certification waves
- Marketing and Promotions, as applicable
 - Participation in MoCA Marketing Committee
 - Inclusion of Certified Products in MoCA promotions
 - Participation in MoCA presence at tradeshows and events
 - Inclusion on MoCA website – Associate of the Alliance area, news area, certified products
 - Access to Approved Marketing Materials
 - MoCA Logo and corporate ID materials (within usage guidelines)
 - Brochures and other collateral
 - Articles and white papers
 - Graphics suitable for tradeshows and events
 - Access to interest/mailing lists from MoCA events

Exhibits 1-4
Corporate Formation and Other Documents
Alliance Articles, Bylaws, IPR Policy and Antitrust Policy

[See attached]

ARTICLES OF INCORPORATION
OF
[Multimedia Over Coax Alliance]

I.

The name of this corporation is [Multimedia Over Coax Alliance] (the "Corporation").

II.

- A. This Corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law of California. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.
- B. The Corporation's main purpose is to develop and promote specifications for the transport of digital entertainment and information content over coaxial environments. The Corporation's efforts may include, but are not limited to, developing and adopting such specifications, establishing interoperability and certification programs related to such specifications, and improving market conditions for the transport of digital entertainment and information content over coaxial environments through user education, training and other support programs.

III.

The name in the State of California of this Corporation's new agent of service of process is:
5000 Executive Parkway, Suite 302 San Ramon, CA 94583 USA

Address of Incorporator

Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in the furtherance of the main purpose of this Corporation.



Signature of Incorporator

AMENDED AND RESTATED
CORPORATE BYLAWS
of
Multimedia Over Coax Alliance
(a nonprofit mutual benefit corporation)
June 11, 2019

TABLE OF CONTENTS

	Page
ARTICLE I OFFICES.....	1
1.1 Principal Office.....	1
1.2 Other Offices.....	1
ARTICLE II PURPOSES.....	1
2.1 Purposes	1
2.2 Defined Terms	2
ARTICLE III MEMBERSHIP.....	2
3.1 Initial Class of Membership.....	2
3.2 Additional Class of Members	2
3.3 Participants.....	3
3.4 Promoter Membership Qualifications.....	3
3.5 Admission to Promoter Membership.....	3
3.6 Fees, Dues and Assessments.....	4
3.7 Termination of Membership	4
3.7.1 Resignation	4
3.7.2 Expulsion of Promoter Member.....	4
3.7.3 Expulsion of Voting Member	5
3.7.4 Expiration.....	5
3.7.5 Dues and Assessments	5
3.7.6 Termination or Expiration of the Voting Member Agreement or Participation Agreement	5
3.7.7 Bankruptcy or Dissolution	5
3.8 Non-Liability.....	5
3.9 Non-Transferability.....	6
3.10 Distribution of Assets Upon Dissolution	6
ARTICLE IV MEMBERSHIP MEETINGS	6
4.1 Place of Meetings.....	6
4.2 Regular Meetings	7
4.3 Special Meetings.....	7
4.4 Notice of Meetings.....	7

TABLE OF CONTENTS

(continued)

	Page
4.5 Adjourned Meetings.....	7
4.6 Quorum	7
4.7 Voting Entitlement.....	8
4.8 Voting	8
4.9 Action Without Meeting by Written Ballot	8
4.10 Proxies.....	8
4.11 Conduct of Meetings.....	9
4.12 Meeting by Electronic Transmission	9
4.13 Meetings of Voting Members	9
ARTICLE V BOARD OF DIRECTORS	9
5.1 Powers.....	9
5.2 Number and Composition of Board of Directors.....	9
5.3 Alternate Directors.....	10
5.3.1 Alternate Directors; Voting.....	10
5.3.2 Role of Alternate Director	10
5.3.3 Application of Bylaws	10
5.4 Observers	10
5.5 Restrictions on Eligibility to Serve as a Director; Control Groups	11
5.6 Vacancies	11
5.7 Place of Meeting	11
5.8 Special Meetings.....	11
5.9 Notice of Meetings; Attendance	11
5.10 Consent to Meetings	11
5.11 Action Without Meeting	12
5.12 Telephonic Meetings.....	12
5.13 Quorum	12
5.14 Voting	12
5.15 Adjournment	12
5.16 Fees and Compensation	13
5.17 Standard of Conduct	13

TABLE OF CONTENTS

(continued)

	Page
5.18 Self-Dealing Transactions.....	13
5.18.1 Membership Approval	13
5.18.2 Board or Committee Approval.....	13
5.18.3 Just and Reasonable Contract	14
5.19 Resignation and Removal	14
5.19.1 Resignation	14
5.19.2 Removal	14
5.19.3 Termination of Promoter Membership	14
5.19.4 Removal of Appointing Promoter Member	14
5.20 Advisory Board	14
5.21 Merger of Alliance.....	15
ARTICLE VI OFFICERS.....	15
6.1 Officers	15
6.2 Election	15
6.3 Removal and Resignation	15
6.3.1 Removal	15
6.3.2 Resignation	15
6.4 Vacancies	15
6.5 President.....	16
6.6 Vice President	16
6.7 Chief Financial Officer or Treasurer.....	16
6.8 Secretary	16
ARTICLE VII COMMITTEES.....	16
7.1 Appointment of Committees.....	16
7.1.1 In General.....	16
7.1.2 Executive Committee and Other Committees with the Authority of the Board	16
7.2 Powers and Authority of Committees.....	17
ARTICLE VIII AMENDMENTS TO IPR POLICY	17
8.1 The IPR Policy and Affiliates	18

TABLE OF CONTENTS

(continued)

	Page
ARTICLE IX INDEMNIFICATION.....	18
9.1 Actions Against Alliance Agents.....	18
9.2 Actions by the Alliance.....	18
ARTICLE X MISCELLANEOUS	19
10.1 Fiscal Year	19
10.2 Inspection of Corporate Records	19
10.3 Representation of Shares of Other Corporations	19
10.4 Checks, Drafts, Etc	19
10.5 Execution of Contracts.....	19
10.6 Alliance Confidentiality Obligation.....	19
10.7 Corporate Loans, Guarantees and Advances	20
10.8 Inspection and Disclosure	20
10.9 Not For Profit Status	20
10.10 Forms of Notice	20
10.11 Severability	20
10.12 Waiver of Fiduciary Duty	20
10.13 Corporate Opportunities.....	21
ARTICLE XI EFFECTIVE DATE AND AMENDMENT	21
11.1 Effective Date	21
11.2 Amendments	21
 APPENDIX	
Definitions	
Voting Reference Chart 1	
Voting Reference Chart 2	
Voting Reference Chart 3	

AMENDED AND RESTATED
CORPORATE BYLAWS
of
Multimedia Over Coax Alliance
(a nonprofit mutual benefit corporation)

ARTICLE I

OFFICES

1.1 Principal Office. The principal office for the transaction of the business of **Multimedia Over Coax Alliance** (the “*Alliance*”) is fixed and located at 5000 Executive Parkway, Ste. 302, San Ramon, CA, USA 94583. The Board of Directors of the Alliance is hereby granted full power and authority to change the said principal office from one location to another.

1.2 Other Offices. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the Alliance is qualified to do business.

ARTICLE II

PURPOSES

2.1 Purposes. The Alliance is a California nonprofit mutual benefit corporation under the Nonprofit Mutual Benefit Corporation Law of the State of California, as set forth in Part 3 of Division 2 of Title 1 of the California Corporations Code, and any successor provision to such law (hereinafter, “Corporations Code”) and is formed to develop and promote specifications for the transport of digital entertainment and information content over coaxial environments, and to develop a certification process for products implementing such specifications to ensure interoperability between products and manufacturers. The Alliance is an organization described in Section 501(c)(6) of the Internal Revenue Code (“IRC”).

The specific purposes for which the Alliance is organized are to:

2.1.1 Bring about the existence of a broad range of interoperable consumer and industrial devices by promoting open specifications for the transport of digital entertainment and information content over coaxial networks;

2.1.2 Provide a forum and environment whereby the Alliance’s members may meet to approve suggested revisions and enhancements to the relevant specifications; and provide a forum whereby users may meet with developers and providers of related products and services to identify requirements for interoperability and general usability;

2.1.3 Educate the business and consumer communities as to the value, benefits and applications for coaxial-based consumer products and services through public statements, publications, trade shows demonstrations, seminar sponsorships and other programs established by the Alliance;

2.1.4 Protect the needs of consumers and increase competition among vendors by supporting the creation and implementation of uniform conformance test procedures and processes that assure the interoperability of coaxial-based consumer products and services;

2.1.5 Maintain relationships and liaison with educational institutions, government research institutes, other technology consortia, and other organizations that support and contribute to the development of the specifications; and

2.1.6 Foster competition in the development of new products and services based on specifications developed by the Alliance in conformance with all applicable antitrust laws and regulations.

2.2 Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in under *DEFINITIONS* in the Appendix to these Bylaws.

ARTICLE III

MEMBERSHIP

3.1 Initial Class of Membership. Subject to Section 3.2, there shall be only one (1) class of voting members in the Alliance, within the meaning of Section 5056 of the Corporations Code, and such voting members are referred to in these Bylaws as “**Promoter Members**.” Each Promoter Member must execute and deliver a “**Promoter Member Agreement**” to the Alliance. The number of Promoter Members of the Alliance shall not exceed eleven (11), until such limit is changed by an amendment to this Bylaw section by the Board of Directors of the Alliance, by Super Majority vote. The exact number of Promoter Members shall be fixed from time to time, within the limits of this section, by a resolution of the Board of Directors.

3.2 Additional Class of Members. Notwithstanding Section 3.1 (Initial Class of Membership), the Board of Directors of the Alliance may, by a Unanimous Vote,, create one (1) or more new additional classes of voting members of the Alliance (with the Promoter Members and any such additional voting member classes collectively referred to as, “**Voting Members**” or such other name or classification as may be adopted by the Board of Directors). In such event, the Board of Directors shall, as provided in and subject to these Bylaws, (i) amend these Bylaws and the IPR Policy (as defined in ARTICLE VIII of these Bylaws) as necessary to establish such other classes and to bestow upon such new voting class members the rights of membership in the Alliance as required by applicable law and as otherwise determined by the Board of Directors, and (ii) require, as a condition of membership in any new voting membership class, that all members of such new voting classes execute a member agreement with the Alliance setting forth the rights, privileges and obligations given and applicable to them and the conditions of their membership (together with Promoter Member Agreement collectively “**Voting Member Agreement**”). Such agreements will include (a) confidentiality and nondisclosure obligations at

least as restrictive as those applicable to Promoter Members and (b) the IPR Policy. Each Voting Member that is not a Promoter Member shall have the same obligations and, except as modified by a Voting Member Agreement, rights under the IPR Policy as Promoter Members. The Board of Directors of the Alliance may, by Majority Vote, establish reasonable dues and fees for membership in any Voting Member class.

3.3 Participants. The Alliance may, pursuant to resolutions adopted by the Board of Directors by Unanimous Vote, create one or more classes of non-voting participants of the Alliance (collectively, “*Participants*” or such other name or classification as may be adopted by the Board of Directors). Notwithstanding the use of the term “member” or “membership” in these Bylaws or the applicable Participant Agreement, such non-voting classes shall not be considered “Members” under Corporations Code Section 5056. The Board of Directors of the Alliance shall, by Unanimous Vote (within a reasonable time after the certification process and specification have been approved by the Board of Directors of the Alliance as “Approved Draft Deliverables” (as defined in the IPR Policy)) create a Participant class, whereby the Participants shall have the same rights as Promoter Members under the IPR Policy (as defined in ARTICLE VIII of these Bylaws) to request and receive the same intellectual property right licenses as Promoter Members with respect to the specifications approved by the Board of Directors, including, without limitation, those rights set forth in Section 5.1 (Rand Licenses) of the IPR Policy. Participants shall have only the rights and privileges specifically given to them by the resolutions adopted by the Board of Directors, and shall be subject to any obligations and conditions imposed thereon by the Board of Directors. Membership in the Participant class shall be open to all Persons, provided that each Participant shall be required to enter into a Participant Agreement with the Alliance (the “*Participant Agreement*”) setting forth the rights, privileges, obligations and conditions related to participation in the Alliance. Each Participant Agreement will include (i) confidentiality and nondisclosure obligations at least as restrictive as those applicable to Promoter Members and (ii) the IPR Policy. Each Participant shall have the same obligations and except as modified by a Participant Agreement, rights under the IPR Policy as Promoter Members. Participants shall not be entitled to any voting rights with respect to the business or proceedings of the Alliance, including without limitation, any matters relating to the adoption of a deliverable or any other matters presented to the Alliance, the Board of Directors and/or the Promoter Members for voting or election. The Board of Directors of the Alliance may, by Majority Vote, establish reasonable dues and fees for membership in any Participant class.

3.4 Promoter Membership Qualifications. Promoter Members of the Alliance shall be those entities listed on the Promoter Membership list as maintained by the Alliance from time-to-time. Additional Promoter Members may be admitted pursuant to Section 3.5 (Admission to Promoter Membership). A Promoter Member shall automatically cease to be a Promoter Member upon the occurrence of an event set forth in Section 3.7 (Termination of Membership).

3.5 Admission to Promoter Membership. Upon Majority Vote of the Board of Directors, any Person may be invited to apply for Promoter Membership. Admission of a new Promoter Member shall require a Super Majority Vote of the Board of Directors, and such a determination shall be based on the then-current criteria and conditions of membership adopted by the Board of Directors. Upon the Alliance’s receipt of written notice from an Affiliate of a

Promoter Member in Good Standing that such Affiliate desires to join the Alliance as a Promoter Member, the Alliance and the Affiliate will enter into a Promoter Member Agreement and no vote of the Board of Directors will be required. Notwithstanding the foregoing, any such Affiliate must execute an agreement binding such Affiliate to the terms in the IPR Policy as described in Section 8.1 (IPR Policy and Affiliates) of these Bylaws.

3.6 Fees, Dues and Assessments. The Board of Directors shall determine the initial membership fees, dues and assessments for membership and/or participation in the Alliance, whether as a Voting Member or as a Participant. For so long as a Promoter Member is an Alliance member in Good Standing, its Affiliates that are also Promoter Members shall not be required to pay the initial membership fee or any membership renewal fees. Fees, dues and assessments for membership and participation in the Alliance may be increased or decreased by the Board, in its discretion, at any time. Membership and participation in the Alliance will automatically renew on an annual basis. Unless otherwise provided in the applicable Voting Member Agreement or the Participant Agreement, membership and participation fees will be invoiced at each subsequent anniversary period and Voting Members and Participants shall be obligated to make payment of annual fees, dues and assessments within thirty (30) calendar days of written notice of such fees, dues or assessments. No *pro rata* refund of any membership or participation fees, dues or assessments shall be made upon termination of a Voting Member's membership or a Participant's participation in the Alliance.

3.7 Termination of Membership. The membership of any Voting Member in the Alliance and the participation by any Participant in the Alliance shall terminate upon the occurrence of any one or more of the conditions set forth in this Section 3.7 (Termination of Membership). Upon termination or expiration of the status of a Voting Member or a Participant in the Alliance, all rights, privileges and obligations associated with being a Promoter Member or Participant, as applicable, shall terminate, except those rights, privileges and obligations expressly set forth in the Voting Member Agreement or the Participant Agreement, as applicable, as surviving such termination or expiration.

3.7.1 Resignation. A Voting Member or Participant may resign from the Alliance at any time by filing a resignation letter with the President or Secretary of the Alliance.

3.7.2 Expulsion of Promoter Member. A Promoter Member may be expelled from the Alliance by a Majority Vote if (i) the Promoter Member has failed to attend three (3) consecutive meetings of the Promoter Members or (ii) the Promoter Member's Director or Alternate Director has failed to attend three (3) consecutive meetings of the Board of Directors. The vote to expel a Promoter Member may take place at the third meeting of the Promoter Members or of the Board of Directors missed by the Promoter Member or its Director or Alternate Director. If grounds appear to exist for expulsion of a Promoter Member, the procedure set forth below shall be followed:

(a) The Promoter Member shall be given fifteen (15) day's prior notice of the proposed expulsion and the reasons for the proposed expulsion. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by registered mail to the Promoter Member's last address as shown on the records of the corporation.

(b) The Promoter Member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed expulsion. The hearing shall be held, or the written statement considered, by the Board or by a committee or person authorized by the Board to determine whether the expulsion should take place.

(c) The Board shall decide whether or not the Promoter Member should be expelled.

(d) Any action challenging an expulsion of membership, including a claim alleging defective notice, must be commenced within one year after the date of the expulsion.

3.7.3 Expulsion of Voting Member. In the event the Board of Directors establishes one or more additional classes of Voting Members, such Voting Members may be expelled under the procedures set forth in Section 3.7.2 above.

3.7.4 Expiration. A membership or participation issued for a period of time shall expire when such period of time has elapsed unless the membership or participation is renewed, if at all, in accordance with the applicable renewal terms and conditions, if any.

3.7.5 Dues and Assessments. Membership and participation shall terminate upon the failure of the Voting Member or Participant to pay any fees, dues or assessments within the time periods set forth in these Bylaws, as established by the Board of Directors or as set forth in the applicable Voting Member Agreement or Participant Agreement, except as otherwise agreed by a Majority Vote of the Board of Directors, provided that the Voter Member or Participant is given written notice of such failure and does not cure such failure within thirty (30) days after receipt of such notice.

3.7.6 Termination or Expiration of the Voting Member Agreement or Participation Agreement. Membership or participation shall terminate upon termination or expiration of the applicable Voting Member Agreement or Participation Agreement, respectively. A Voting Member Agreement or Participation Agreement may only be terminated by the Alliance (i) by Majority Vote of the Board of Directors in the case of a material breach of the Voting Member Agreement by a Voting Member or of the Participation Agreement by a Participant, or (ii) by a Super Majority Vote of the Board of Directors, (without including the vote of the Director appointed by the affected Voting Member), if such Voting Member's or Participant's actions were adverse to the interests of the Alliance or otherwise disruptive to the Alliance.

3.7.7 Bankruptcy or Dissolution. Membership or participation shall terminate upon the bankruptcy, insolvency or dissolution of a Voting Member or Participant.

3.8 Non-Liability. No Voting Member or Participant shall be personally liable for the debts, liabilities or obligations of the Alliance.

3.9 Non-Transferability. No Voting Member and no Participant may transfer for value or otherwise its membership or participation in the Alliance or any right, privilege or obligation arising therefrom, except in connection with the assignment of its Voting Member Agreement or Participant Agreement, as applicable, as expressly provided in and subject to the

terms in such Agreements.

3.10 Distribution of Assets Upon Dissolution. Upon a dissolution or liquidation of the Alliance, the Board of Directors shall, except as otherwise agreed by the Board of Directors in connection with a transaction described in Section 5.21 (Merger of Alliance), return to each Voting Member and each Participant all tangible forms of technology and intellectual property (including, without limitation software, documentation, other works of authorship, proprietary and confidential information and other trade secrets) provided to the Alliance by such Voting Member or Participant in tangible form, unless otherwise provided in a written agreement executed by the Alliance and the applicable Voting Member or Participant. In addition, upon a dissolution or liquidation of the Alliance and after all of the known debts and liabilities of the Alliance have been paid or adequately provided for in accordance with Corporations Code Section 8713, the Board of Directors shall, subject to and as provided by all applicable laws: (i) return to the Voting Members and the Participants any unused portions of dues paid by the Voting Members and Participants for any particular fiscal year; and (ii) thereafter, transfer remaining assets and/or intellectual property rights of the Alliance, such as any trademarks or logos of the Alliance, (a) to another IRC Section 501(c)(6) organization, as determined by the Board of Directors whose purposes are similar to the Alliance or (b) as otherwise required by applicable law. Any such assets not disposed of in accordance with the aforementioned procedures shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Alliance is then located to such organization or organizations, as said court shall determine, that are organized and operated exclusively for such purposes. No part of the Alliance's net earnings will inure to the benefit of any Voting Member, Participant, Director or any third person. In addition, upon dissolution or liquidation of the Alliance, all Voting Member Agreements, Participation Agreements and any other agreements between the Alliance and any Voting Member or Participant shall terminate, except, in each case, for those obligations that survive such termination (e.g., confidentiality obligations) or as otherwise provided in such agreements.

ARTICLE IV

MEMBERSHIP MEETINGS

4.1 Place of Meetings. All meetings of the Promoter Members shall be held at any place which may be designated by the Board of Directors pursuant to the authority hereinafter granted to the Board of Directors, or by the written consent of all Promoter Members entitled to vote at such meetings, given either before or after the meeting and filed with the Secretary of the Alliance. The individual representing a Promoter Member at the meetings of the Promoter Members must be an employee, officer, or director of the Promoter Member or of an Affiliate of the Promoter Member, provided however, in the case of an Affiliate of the Promoter Member, the Affiliate must be bound by the terms in the IPR Policy for an employee, officer or director of such Affiliate to represent the Promoter Member at the meetings of the Promoter Members.

4.2 Regular Meetings. Regular meetings of Promoter Members of the Alliance shall be held at such dates and at such times and places as determined by resolution of the Board of Directors, but in any event not less than once per calendar year. Additional Promoter Member

meetings may be set as determined by the Board of Directors and pursuant to notification as defined in these Bylaws.

4.3 Special Meetings. Special meetings of Promoter Members, for any lawful purpose or purposes whatsoever, may be called at any time by the President, the Board of Directors, or by twenty-five percent (25%) or more of the Promoter Members entitled to vote. Notice of such request must be submitted to the President, the Vice-President or Secretary. The notice must state the business to be transacted at the special meeting.

4.4 Notice of Meetings. A notice of each annual meeting and each special meeting shall be given to each Promoter Member by the President of the Alliance or, in case of his/her failure or refusal, by any other officer or any Director of the Alliance. Each such notice shall specify: (a) the place, time, day and hour of the meeting or the date on which the ballot shall be returned, if applicable; and (b) in the case of special meetings, the nature of the business to be transacted at the meeting. Such notice shall be given to every Promoter Member of the Alliance who, on the record date for notice of the meeting, is entitled to vote at the meeting. Such notice shall be given at least ten (10) business days but no more than thirty (30) calendar days prior to the date fixed for such meeting; provided, however, that if notice is given by mail and is not sent first class, registered or certified mail, notice shall be given not less than twenty (20) calendar days before the meeting. Notwithstanding the foregoing, in the case of a special meeting, such notice will be given, within five (5) calendar days from receipt of a proper request for a special meeting, to the Promoter Members entitled to vote at the meeting and which meeting shall be held not less than ten (10) calendar days nor more than thirty (30) calendar days after the receipt of such a request.

4.5 Adjourned Meetings. Any Promoter Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a simple majority (greater than 50%) of the Promoter Members, entitled to vote at the meeting, either present in person or represented by Proxy, but in the absence of a quorum no other business may be transacted at any such meeting. Annual and special meetings may not be adjourned for more than thirty (30) calendar days to another time or place. It shall not be necessary to give any such notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by an announcement at the meeting at which such adjournment is taken. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Promoter Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

4.6 Quorum. The presence in person or by Proxy of two-thirds (2/3), rounding up to the nearest whole number, of the Promoter Members of the Alliance shall constitute a quorum for the transaction of business at any meeting of the Promoter Members unless specified otherwise herein. The presence in person or by Proxy of all (100%) of the Promoter Members shall constitute a quorum for actions requiring Super Majority Vote or Unanimous Vote. The presence of an authorized representative of a Promoter Member, including its Proxy, shall constitute presence of the Promoter Member for purposes of determining the establishment of a quorum.

4.7 Voting Entitlement. If a quorum of Promoter Members exists, then every act or

decision done or made by the Promoter Members shall be by Majority Vote and shall, if so voted, be regarded as the act of the Promoter Members, unless a lesser number of votes or a greater number of votes of Promoter Members is required, either by law, the Articles of Incorporation, or these Bylaws,, to approve such act or decision and in such event such lesser or greater number of votes will be required to take such action or make such decision. Notwithstanding anything to the contrary in these Bylaws, if these Bylaws require a Super Majority Vote or Unanimous Vote for a particular matter, then all Promoter Members must cast a vote or affirmatively abstain from the vote for such vote to be effective and valid.

4.8 Voting. Each Promoter Member in Good Standing is entitled to one (1) vote on each matter submitted to a vote of the Promoter Members. Affiliate members are not entitled to vote, unless designated as voting member. Voting shall be by voice vote, unless the President of the Alliance directs such voting to be by ballot. No single vote shall be split into fractional votes. Cumulative voting shall not be authorized.

4.9 Action Without Meeting by Written Ballot. Any action, which may be taken at any regular or special meeting of Promoter Members, may be taken without a meeting if the Alliance distributes a written ballot or an electronic ballot meeting the requirements of Section 10.10 (Forms of Notice) of these Bylaws to every Promoter Member entitled to vote on the matter and the vote of the Promoter Members pursuant to such written ballot meets the requirements of this Section 4.9. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Alliance. Approval by written or electronic ballot shall be valid only (i) if the written ballot has been circulated pursuant to the Majority Vote of the Board of Directors, when the number of votes cast by ballot within the time period specified equals or exceeds a quorum of the Promoter Members, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot or (ii) if the written ballot has not been circulated pursuant to the Majority Vote of the Board of Directors, when the number of votes cast by ballot within the time period specified equals or exceeds a Super Majority of the Promoter Members, and the number of approvals equals or exceeds a Super Majority Vote of the Promoter Members. Ballots shall be distributed to Promoter Members in accordance with delivery and timing requirements set forth in Section 4.4 (Notice of Meetings). All ballots distributed shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. All written ballots distributed shall specify the time by which the ballot must be received in order to be counted.

4.10 Proxies. Every Promoter Member entitled to vote at a meeting of the Promoter Members shall have the right to do so in person or by one or more agents authorized by a written proxy executed by such person or his/her duly authorized agent and filed with the Secretary of the Alliance (a “**Proxy**”); but no such Proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such Proxy is to continue in force. Each Proxy must be an employee, officer or director of the Promoter Member or an Affiliate, provided however, in the case of an Affiliate of the Promoter Member, the Affiliate must be bound by the terms in the IPR Policy for an employee, officer or director of such Affiliate to be a Proxy.-

4.11 Conduct of Meetings. Meetings of Promoter Members shall be presided over by the President of the Alliance, or in his/her absence, by the Vice- President, and in the absence of both of them, by the chair chosen by a simple majority (greater than 50%) of the Promoter Members present. The Secretary of the Alliance shall act as the secretary of all meetings of Promoter Members, provided that in his/her absence the presiding officer shall appoint another Promoter Member to act as acting secretary of the meeting.

4.12 Meeting by Electronic Transmission. A meeting of the Promoter Members may be conducted, in whole or in part, by electronic transmission by and to the Alliance or by electronic video screen communication (1) if the Alliance implements reasonable measures to provide Promoter Members in person (or, if proxies are allowed, by proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Promoter Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and (2) if any Promoter Member votes or takes other action at the meeting by means of electronic transmission to the Alliance or electronic video screen communication, a record of that vote or action is maintained by the Alliance. Any request by the Alliance to a Promoter Member pursuant to clause (b) of Corporations Code Section 20 for consent to conduct a meeting of Promoter Members by electronic transmission by and to the corporation, shall include a notice that absent consent of the Promoter Member pursuant to clause (b) of Corporations Code Section 20, the meeting shall be held at a physical location in accordance with Section 4.1.

4.13 Meetings of Voting Members. In the event the Board of Directors establishes one or more additional classes of Voting Members, meetings of such Voting Members shall be conducted in accordance with this Article IV except to the extent otherwise provided by the Board of Directors in establishing such class of Voting Members.

ARTICLE V

BOARD OF DIRECTORS

5.1 Powers. Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Corporations Code 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 the Alliance shall be controlled by, the Board of Directors. The Board of Directors shall have the power to select and remove all officers, agents, employees and contractors, and to fix reasonable compensation thereof, to authorize and empower officers or agents to enter into contracts and other commitments on behalf of the Alliance, and to appoint and delegate responsibilities and authority to committees, officers and agents.

5.2 Number and Composition of Board of Directors. The number of Directors shall be equal to the number of Promoter Members, provided however, if a Person is a Promoter Member by reason of being an Affiliate of a Promoter Member, such Affiliate shall not be counted in determining the number of Directors. Each Promoter Member (other than an Affiliate of a then-current Promoter Member) shall designate one (1) individual to serve as a Director and one (1) individual to serve as an Alternate Director (as more specifically defined in Section 5.3.1 (Alternate Directors; Voting)) to serve on the Board of Directors. A Promoter Member that is an

Affiliate of another then-current Promoter Member shall not have the right to designate a Director. Each Director and Alternate Director designated by a Promoter Member must be an employee, independent contractor, officer, or director of the Promoter Member or of an Affiliate of the Promoter Member provided that, in the case of an independent contractor, such independent contractor must be approved by a Majority Vote of the Board of Directors provided however, in the case of an Affiliate of the Promoter Member, the Affiliate must be bound by the terms in the IPR Policy for an employee, officer or director of such Affiliate to be a Director or an Alternate Director designated by Promoter Member. The following events shall result in automatic termination of an individual's status as a Director or Alternate Director: (a) termination of such Director's, Alternate Director's employment, officer or director relationship with the Promoter Member or its Affiliate of which he/she was an employee, officer, or director; (b) termination of any contract between the Alliance and such independent contractor; (c) upon resolution by the Board of Directors removing the Director or Alternate Director for cause pursuant to Section 5.19.2 (Removal) and/or (d) resignation of the Director or Alternate Director. Any vacancy in the Board of Directors shall be filled pursuant to Section 5.6 (Vacancies). Each of the Director and Alternate Director shall serve a two (2) year term unless otherwise provided under this Section 5.2 (Number and Composition of Board of Directors).

5.3 Alternate Directors. The following procedures shall apply to Alternate Directors:

5.3.1 Alternate Directors; Voting. Each Director shall have an alternate to serve in the capacity of Director in the event of the death, resignation, removal or absence of the Director; such alternate shall be referred to as an "***Alternate Director***." When serving in the capacity of Director, the Alternate Director shall have all the rights, privileges and responsibilities of the Director. Alternate Directors shall be entitled to attend all regular and special meetings of the Board of Directors and shall have all rights (including voting rights) of the Director in the absence of the Director.

5.3.2 Role of Alternate Director. In the event that the Alternate Director is serving as a Director due to the absence of the non-Alternate Director, such non-Alternate Director shall regain all of the rights, privileges and responsibilities of Director status upon the termination of his or her absence. In the event that the Alternate Director is serving as a Director due to the death, resignation or removal of the Director, the Alternate Director shall immediately become a Director, and the corresponding position of Alternate Director shall be filled as provided in these Bylaws.

5.3.3 Application of Bylaws. All provisions of these Bylaws apply equally to the Alternate Directors as to the Directors when the Alternate Director is filling the role of the Director, unless otherwise noted.

5.4 Observers. In the event that neither the Director nor the Alternate Director is capable of serving due to absence or otherwise, the applicable Promoter Member shall have the right to appoint a non-voting observer to attend Board meetings. Notwithstanding the foregoing, the Board of Directors may exclude an observer from all or any portion of a Board of Directors meeting to the extent necessary to maintain an attorney-client privilege or otherwise protect confidential information or proceedings of the Alliance.

5.5 Restrictions on Eligibility to Serve as a Director; Control Groups. No more than one (1) individual employed by or affiliated with an entity that constitutes a Control Group (as defined below) shall be permitted to serve as a Director or Alternate Director of the Alliance at one time. “*Control Group*” shall include a Promoter Member and all Affiliates.

5.6 Vacancies. If there is a Director vacancy which is not filled by an Alternate Director pursuant to Section 5.3 (Alternate Directors) and/or upon the vacancy of an Alternate Director, the affected Promoter Member shall have thirty (30) calendar days from the date of notice of the vacancy from the Alliance to appoint a replacement Director and/or Alternate Director to the Board of Directors for the remaining term. Until a Promoter Member appoints a new Director or Alternate Director as provided above to attend Board of Director meetings, such Promoter Member shall not be represented on the Board of Directors as provided in Section 5.2 (Number and Composition of Board of Directors) for purposes of votes taken by the Board of Directors. Such Promoter Member shall continue to have all the other rights, privileges and obligations of a Promoter Member under these Bylaws. By way of example, if ten (10) Directors comprise the Board of Directors (because there are 10 Promoter Members), and a Promoter Member fails to appoint a Director as provided in this Section, then any proposal requiring a Super Majority Vote of the Board of Directors shall require eight (8) votes for approval, instead of the nine (9) votes that would have been required had the Promoter Member appointed a new Director, and any proposal requiring a Unanimous Vote shall require nine (9) votes for approval instead of ten (10).

5.7 Place of Meeting. All meetings of the Board of Directors may be held at any place that has been designated from time to time by the Board of Directors or by the notice of the President.

5.8 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, the Secretary or by any two (2) of the Directors.

5.9 Notice of Meetings; Attendance. Notice of the time and place of each meeting of the Board of Directors not fixed by an express provision of these Bylaws or by a resolution of the Board of Directors shall be given to each Director not less than seventy-two (72) hours before the date of the meeting if given personally, by telephone or by electronic means including e-mail, and not less than four (4) business days before the date of the meeting if given by first-class mail.

5.10 Consent to Meetings. The transactions of the Board of Directors at any meeting called without adequate notice shall be as valid as though done at a meeting duly held after call and notice if a quorum be present and before or after the meeting each Director not present: (a) signs a written waiver of notice; (b) signs a consent to the holding of such meeting; or (c) 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.

5.11 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a Unanimous Vote of such Directors. Any certificate or other document filed under any provision of the Corporations Code which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Bylaws authorize the Directors to so act. For the purposes of this Section only, "all members of the Board" shall not include any Interested Director. For avoidance of doubt, the Board of Directors may not take any action without a meeting unless approved by unanimous written consent; if unanimous written consent is not obtained, the action remains unapproved.

5.12 Telephonic Meetings. Pursuant to Corporations Code Section 7211(a)(6), Directors may participate in a meeting through use of conference telephone or electronic video screen, so long as all Directors participating in such meeting can hear one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

5.13 Quorum. Two-thirds (2/3), rounding up to the nearest whole number, of the Directors then in office shall be necessary to constitute a quorum for the transaction of business or otherwise undertake any action or decision of the Board of Directors, except to adjourn as hereinafter provided in Section 5.15 (Adjournment); provided, however, that all of the Directors then in office shall be necessary to constitute a quorum for any action requiring a Super-Majority Vote or Unanimous Vote.

5.14 Voting. If a quorum of Directors exists, then except for such lesser or greater number of votes that may be required pursuant to these Bylaws, the law, or the Promoter Member Agreement, decisions or actions done or made by the Directors shall be by Majority Vote. If a lesser or a greater number of votes of Directors is required by the Articles of Incorporation, these Bylaws, or Promoter Member Agreements, to approve such act or decision, then in such event the lesser or greater number of votes will be required to take such action or make such decision. Notwithstanding anything to the contrary in these Bylaws, if these Bylaws require a Super Majority Vote or Unanimous Vote for a particular matter, then all Directors must cast a vote or affirmatively abstain from the vote for such vote to be effective and valid.

5.15 Adjournment. A Simple Majority of the Directors present, whether or not a quorum is present, may adjourn any 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 forty-eight (48) hours, 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.

5.16 Fees and Compensation. Directors shall serve without compensation, but by resolution of the Board of Directors, may be reimbursed for expenses paid while acting on behalf of the Alliance and/or expenses incurred in attending meetings of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Alliance in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation

therefore so long as such compensation is approved by a Majority Vote of Directors, excluding any Interested Director.

5.17 Standard of Conduct. Pursuant to Corporations Code Section 7231, a Director (and Alternate Director, as applicable) shall perform the duties of a Director, including duties as a member of any committee or working group upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Alliance 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 or Alternate 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:

5.17.1 One or more officers or employees of the Alliance whom the Director believes to be reliable and competent in the matters presented;

5.17.2 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

5.17.3 A committee of the Board 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 therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

5.18 Self-Dealing Transactions. Pursuant to Corporations Code Section 7233, no Self-dealing Contract shall be void or voidable because an Interested Director or corporation, firm or association are parties or because such Interested Director(s) are present at the meeting of the Board or committee which authorizes, approves or ratifies the Self-dealing Contract, if:

5.18.1 Membership Approval. All material facts are fully disclosed to or otherwise known by the Promoter Members and the Self-dealing Contract is approved by the Promoter Members in good faith including the abstention from voting by any membership owned by such Interested Director(s);

5.18.2 Board or Committee Approval. All material facts are fully disclosed to or otherwise known by the Board or committee and the Board or committee authorizes, approves, or ratifies the Self-dealing Contract in good faith (including the abstention from voting by the Interested Director(s)), and, in the case of a Self-dealing Contract described above, the Board or committee resolves and finds that the contract is just and reasonable at the time it is authorized, approved or ratified; or

5.18.3 Just and Reasonable Contract. The person asserting the validity of the Self-dealing Contract sustains the burden of proving that the contract was just and reasonable as to the Alliance at the time it was authorized, approved or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof, which authorizes, approves or ratifies a contract or transaction

as provided in this Section 5.17 (Self-Dealing Transaction).

5.19 Resignation and Removal.

5.19.1 Resignation. Any Director or Alternate Director may resign at any time by giving written notice to the Board of Directors, to the President or to the Secretary of the Alliance.

5.19.2 Removal. Any Director and/or Alternate Director may be removed upon resolution by the Board of Directors terminating such individual's status as such a Director or Alternate Director for any of the following, all of which constitute removal for cause, providing the resolution shall be adopted by Super Majority Vote: (a) two (2) or more "unexcused absences" of the Director (without attendance by the Alternate Director) from Board of Directors meetings during any year; (b) conviction or entry of a plea of *nolo contendere* by such Director or Alternate Director for a felony crime; (c) intentional breach of fiduciary duties by such Director or Alternate Director; (d) public disparagement or ridicule of the Alliance by such Director or Alternate Director; (e) gross mismanagement or waste by such Director or Alternate Director or (f) violates the Alliance's antitrust guidelines or jeopardizes the non-profit, tax exempt status of the Alliance. Upon termination of an individual's status as a Director or Alternate Director or if there is otherwise a vacancy on the Board of Directors, the vacancy may be filled pursuant to Section 5.6 (Vacancies). For the purposes of this Section 5.19.2, an absence from a meeting of the Board of Directors shall be an "unexcused absence" if the Director has not, at least 24 hours prior to the meeting, provided the other Directors with notice that neither the Director nor the Alternate Director can attend the meeting and the reason for such absence.

5.19.3 Termination of Promoter Membership. Each Director and Alternate Director's rights and privileges shall terminate and they shall cease being Directors at such time as the Promoter Member he/she represents ceases being a Promoter Member.

5.19.4 Removal by Appointing Promoter Member. Any Director may be removed at any time, with or without cause by the Promoter Member who appointed such Director.-

5.20 Advisory Board. The Board of Directors may, at its sole discretion, appoint a board of advisors ("**Advisory Board**") with which the Board of Directors shall consult on matters relating to the operation of the Alliance. The members of the Advisory Board shall not have the rights or privileges of Directors or Promoter Members as set forth in Corporations Code Sections 5047 and 5056 and shall have no power or authority over the operation of the Alliance. The Advisory Board may be restructured and/or terminated by resolution of the Board of Directors at any time. A member of the Advisory Board may be removed at any time by the Board of Directors in its sole and absolute discretion.

5.21 Merger of Alliance. Any decision to merge the Alliance with another entity, or to sell all or substantially all of the assets of the Alliance to a third party or to otherwise effectuate a change in control of the Alliance (each one of the foregoing being referred to herein as a "**Merger Transaction**") shall require the Unanimous Vote of the Board of Directors and in such event the Board of Directors will amend these Bylaws as necessary to effectuate the Merger

Transaction, including without limitation taking into account the terms in Section 3.9 (Non-Transferability) and Section 3.10 (Distribution of Assets Upon Dissolution).

ARTICLE VI

OFFICERS

6.1 Officers. The principal officers of the Alliance shall be a President, Vice President, Chief Financial Officer or Treasurer, and Secretary and such other officers as the Board of Directors may appoint. One person may hold two or more offices. Officers of the Alliance may be any person nominated, and elected as specified in Section 6.2 (Election), by a Director and nothing herein shall require such individual to be a Director or an employee or duly authorized representative of any Promoter Member of the Alliance.

6.2 Election. The officers of the Alliance shall be appointed by Majority Vote of the Board of Directors in accordance with this ARTICLE VI, and each officer shall hold his or her office for a term of one (1) year, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified. Elections shall be held in April, with the one (1) year term beginning in April.

6.3 Removal and Resignation.

6.3.1 Removal. Any officer may be removed at any time, either with or without cause, by a Majority Vote of the Board of Directors or by any officer upon whom such power of removal may be conferred by the Board of Directors.

6.3.2 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or the Secretary of the Alliance. 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 Alliance under any contract to which the officer is a party.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors for the unexpired term.

6.5 President. The President shall serve as the Chief Executive Officer of the Alliance. Subject to the control of the Board of Directors, the President shall have general supervision, direction and control of the business and affairs of the Alliance. The President shall serve as an *ex officio* voting member of all committees, and shall have such other powers and duties as may be designated from time to time by the Board of Directors. The President shall preside at all meetings of the Board of Directors. If the President is also the person designated by a Promoter Member to vote on behalf of the Promoter Member, then the President shall be entitled to vote on matters submitted to a vote of the Promoter Members, and in such event, in no case is the President entitled to more than one vote on matters submitted to the Promoter Members for a vote.

6.6 Vice President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have such other powers and duties as may be designated from time to time by the Board of Directors or the President. There shall be no limit on the number of Vice Presidents that may be appointed by the Board of Directors.

6.7 Chief Financial Officer or Treasurer. The Chief Financial Officer or Treasurer shall oversee the financial and accounting matters of the Alliance with respect to the receipt and deposit of funds. The Chief Financial Officer or Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors.

6.8 Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal (if one is maintained) of the Alliance 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, and shall supervise the keeping of the records of the Alliance. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors.

ARTICLE VII

COMMITTEES

7.1 Appointment of Committees.

7.1.1 In General. The Board of Directors may create committees as the Board from time to time deems necessary or appropriate to conduct the business and further the objectives of the Alliance. Such committees shall have the responsibilities and duties established by the Board of Directors. Any such committees may be restructured and/or terminated by the Board of Directors at any time.

7.1.2 Executive Committee and Other Committees with the Authority of the Board. Pursuant to Corporations Code Section 7212, the Board of Directors may appoint an Executive Committee and such other standing or special ad hoc committees and delegate to such committees such authority of the Board for purposes delegated by the Board as the Board from time to time deems necessary or appropriate to conduct the business and further the objectives of the corporation, provided that such delegation shall not include powers specified in Corporations Code Section 7212 (a)(1)–(a)(8). The appointment by the Board of an Executive Committee and any other committee having the authority of the Board shall be by resolution adopted by a Majority of Directors then in office, provided that a quorum is present. The Executive Committee and any other committee having authority of the Board shall be comprised of two (2) or more Directors and shall not include as members any individual who is not a Director. The minimum number of Directors on the Executive Committee is three (3). The purpose of the Executive Committee shall be to approve matters relating to Alliance business which require action prior to the next meeting of the Board of Directors, which matters are specified in the resolution adopted by the Board, and such authority shall expire on the occurrence of the next meeting of the Board of Directors unless contained in a continuing resolution adopted by a

Majority of Directors then in office, provided that a quorum is present. Any action taken by the Executive Committee shall be reported to the Board of Directors at its next meeting for review and ratification by the full Board of Directors.

7.2 Powers and Authority of Committees. Without limiting the generality of Section 7.1 (Appointment of Committees), the Board of Directors may delegate to any committee established under Section 7.1.2 any of the powers and authority of the Board of Directors in the management of the business and affairs of the Alliance, except the following:

7.2.1 The approval of any action for which the Corporations Code also requires the approval of Voting Members of a corporation;

7.2.2 The filling of vacancies on the Board or in any committee that has the authority of the Board;

7.2.3 The fixing of compensation of the Directors for serving on the Board or on any committee;

7.2.4 The amendment or repeal of these Bylaws, the IPR Policy, the Promoter Agreements, or the Articles of Incorporation of the Alliance or the adoption of new or replacement (i) Bylaws, (ii) IPR Policy, (iii) Promoter Agreements or (iv) Articles of Incorporation;

7.2.5 Any action requiring a Super Majority Vote or Unanimous Vote of the Board of Directors of the Promoter Members;

7.2.6 The amendment or repeal of any resolution of the Board, which by its express terms is not so amendable or repealable; and

7.2.7 The appointment of committees of the Board or the members thereof.

ARTICLE VIII

AMENDMENTS TO IPR POLICY

The Board of Directors may, only by Unanimous Vote, (i) amend the Alliance Intellectual Property Rights Policy (“**IPR Policy**”), (ii) implement or approve a new IPR Policy, including without limitation a new IPR Policy for a new member class or non-member class or otherwise, (iii) implement or approve the lack of an IPR Policy for a new member class or non-member class, or (iv) terminate, remove or revoke the IPR Policy in whole or in part.

8.1 The IPR Policy and Affiliates. The Board of Directors may, by Unanimous Vote, in connection with an entity joining the Company as a Voting Member or a Participant (e.g., an Associate of the Alliance or a Contributor of the Alliance) exempt certain Affiliates (as defined in DEFINITIONS) of such Voting Member or Participant from certain of the obligations otherwise imposed on Affiliates of Voting Members and Participants, including those obligations under the IPR Policy. The Board of Directors may, in its discretion, impose such restrictions,

limitations and conditions on such Voting Members and Participants as the Board of Directors deems reasonable and appropriate. Such restrictions, limitations and conditions may be different among such entities so joining the Company.

ARTICLE IX

INDEMNIFICATION

9.1 Actions Against Alliance Agents. To the extent permitted by law, the Alliance shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Alliance or an action for self-dealing brought under Corporations Code Section 5233 made applicable pursuant to Corporations Code Section 7238) by reason of the fact that such person is or was a Director, Alternate Director, officer, employee or agent of the Alliance, or is or was a member of a working group, committee or subcommittee, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Alliance and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

9.2 Actions by the Alliance. To the extent permitted by law, the Alliance may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Alliance or an action for self-dealing brought under Corporations Code Section 5233 of made applicable pursuant to Corporations Code Section 7238 to procure a judgment in its favor by reason of the fact that such person is or was a Director, Alternate Director, officer, employee or agent of the Alliance, or is or was a member of a working group, committee or subcommittee, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Alliance and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances, provided that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duties to the Alliance, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

ARTICLE X

MISCELLANEOUS

10.1 Fiscal Year. The fiscal year of the Alliance shall end on the last day of December of each year.

10.2 Inspection of Corporate Records. The books of account and minutes of the proceedings of the Board of Directors, and of any committees of the Board of Directors, shall be open to inspection at the principal office of the Alliance by each Promoter Member at any reasonable time upon the written demand of any Promoter 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 Promoter Member's expense.

10.3 Representation of Shares of Other Corporations. Any officer of the Alliance is authorized to vote, represent and exercise on behalf of the Alliance all rights incident to any and all shares of any other corporation or corporations standing in the name of the Alliance. The authority herein granted to said officers may be exercised by such officers in person or by other persons authorized to do so by proxy duly executed by such officers.

10.4 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 the Alliance and any and all securities owned by or held by the Alliance 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.

10.5 Execution of Contracts. The Board of Directors may authorize any officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Alliance and such authority may be general or confirmed to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Alliance by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

10.6 Alliance Confidentiality Obligation. The Alliance may only provide access to a Voting Member's or Participant's confidential information in accordance with and subject to the terms in the Voting Member Agreement or Participant Agreement, as applicable. Any entity or person with access to confidential or proprietary information owned by the Alliance must execute a written confidentiality agreement with the Alliance with terms that are at least as restrictive as the confidentiality terms imposed on Voting Members and Participants.

10.7 Corporate Loans, Guarantees and Advances. The Alliance shall not make any advances or make any loan of money or property to or guarantee the obligation of any Director or officer of the Alliance.

10.8 Inspection and Disclosure. The Alliance shall keep or cause to be kept correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors or other documents as may be required by law on its own behalf. The

Alliance shall have available for inspection by Promoter Members at the Alliance's 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.

10.9 Not For Profit Status. Neither the Alliance nor any of its Voting Members or Participants shall individually or collectively, directly or indirectly, engage in any act that will result in the loss of, or otherwise adversely affect, its status as a tax-exempt organization under the United States Internal Revenue Code.

10.10 Forms of Notice. Any notice or writing required or permitted under these Bylaws may be given in writing, in person, by first class mail, by private carrier, by telephone, or electronic transmission. Notice given by electronic transmission shall be valid only if (a) delivered by (1) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the Alliance, (2) posting on an electronic message board or network which the Alliance has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof, or (3) other means of electronic communication, (b) to a recipient who has provided an unrevoked consent to the use of those means of transmission for communications under or pursuant to this code, and (c) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form. However, an electronic transmission to a Promoter Member of the Alliance who is a natural person, and if an officer or director of the Alliance, only if communicated to the recipient in that person's capacity as a member, is not authorized unless, in addition to satisfying the requirements of this section, the consent to the transmission has been preceded by or includes a clear written statement to the recipient as to (a) any right of the recipient to have the record provided or made available on paper or in nonelectronic form, (b) whether the consent applies only to that transmission, to specified categories of communications, or to all communications from the Alliance, and (c) the procedures the recipient must use to withdraw consent.

10.11 Severability. The invalidity of any clause, provision, or Article of these Bylaws shall not affect the validity or enforceability of the remaining clauses, provisions or Articles.

10.12 Waiver of Fiduciary Duty. The Alliance hereby eliminates the personal liability of each member of the Board of Directors to the Alliance and the Alliance members for monetary damages for breach of fiduciary duty as a Director to the maximum extent permitted by applicable law. If at any time in the future the applicable law is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, the liability of a Director of the Alliance shall be eliminated or limited to the fullest extent permitted by then-applicable law, consistent with these Bylaws.

10.13 Corporate Opportunities. Neither Promoter Members and their Affiliates, other Voting Members of the Alliance and their Affiliates, nor Participants and their Affiliates shall have any obligation whatsoever to present corporate opportunities to the Alliance or any of its Promoter Members, other Voting Members or Participants, and neither Promoter Members and their Affiliates, other Voting Members of the Alliance and their Affiliates, nor Participant and their Affiliates shall be required to refrain from engaging or investing in any business or entity,

including businesses or entities which are competitive with the Alliance or any of its Promoter Members, other Voting Members or Participants.

ARTICLE XI

EFFECTIVE DATE AND AMENDMENT

11.1 Effective Date. These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Directors of the Alliance in adopting them provide that they are to become effective at a later date.

11.2 Amendments. These Bylaws may be amended only by a Super Majority Vote of the Board of Directors unless (i) the specific provision(s) of these Bylaws being amended sets forth a greater number of affirmative votes for an action, in which case any amendments to such provision(s) shall require the greater number of affirmative votes set forth in such provision(s) (e.g., if a provision of these Bylaws states that the Unanimous Vote of the Directors is required to take a certain action (e.g., amending the IPR Policy), then such provision may only be amended by a Unanimous Vote of the Directors;; or (ii) the specific provision(s) of these Bylaws being amended reserves any right or power to the Voting Members or a class of Voting Members, in which case such amendment shall require the approval by the vote of Voting Members or class of Voting Members required by the Bylaws provision being amended. This Section 11.2 (Amendments) may only be changed by Unanimous Vote of the Board of Directors.

11.3 History of MoCA Bylaws Amended.

Date of initial Bylaws: November 19, 2003

Amended: February 12, 2008

Amended: January 24, 2011

Amended: February 22, 2013

Amended: June 11, 2019

CERTIFICATE OF SECRETARY

These Amended and Restated Bylaws were adopted by resolution approved by the Super Majority Vote of the Board of Directors on June 11, 2019.

Secretary

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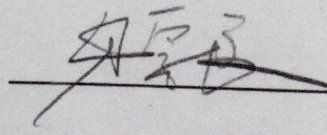
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Secretary

APPENDIX

DEFINITIONS

Affiliate shall mean any corporation, partnership or legal entity directly or indirectly controlling or controlled by, or under direct or indirect common control with any other corporation, partnership or legal entity. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlling”, “controlled by” and “under common control with”), as used with respect to any other corporation, partnership or other legal entity, shall mean the possession, direct or indirect, of the power to direct or cause the direction of the policies, operations, or activities of such other corporation, partnership or other legal entity, directly or indirectly, whether through the ownership of, or right to vote, or to direct the manner of voting of, voting securities, by law or agreement, or otherwise.

Amendment to the Definition of Affiliate. Notwithstanding the definition of “Affiliate” as set forth herein, the Board of Directors may, only by Unanimous Vote, amend the definition of the term “Affiliate” to have the following meaning (or a meaning that is substantially similar to the following meaning): “***Affiliate***” means any corporation or other business entity (i) in which the Voting Member or Participant owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding voting stock, voting equity interests or voting rights, (ii) which owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding voting stock, voting equity interests, or voting rights of the Voting Member or Participant (a “***Parent***”), or (iii) in which Parent owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding voting stock, voting equity interests or voting rights; but in a country where the local law does not permit foreign equity participation of more than fifty percent (50%), then an Affiliate includes any corporation or entity in which the Voting Member or Participant or its Parent owns or controls, directly or indirectly, the maximum percentage of outstanding voting stock, voting equity interests, or voting rights permitted by local law and such Voting Member or Participant or its Parent has the right to elect a majority of the board of directors (or other managing authority).”

Draft Deliverable(s) means Technical Specifications, Compliance Tests, field test plans, reports or other work product (i) prepared by the Alliance; or (ii) prepared by one or more Alliance Parties and delivered to the Alliance by the Technical Working Group responsible for such preparation as a submission for consideration by the Board for adoption as an Approved Draft Deliverable in accordance with Section 3 of this IPR Policy.

Good Standing shall mean that the Promoter Member (i) is current in the payment of dues and fees to the Alliance, unless the Board of Directors has consented to or waived such non-payment, (ii) is not in material breach of its Promoter Agreement, and (iii) is not in violation of these Bylaws or any policies or procedures of the Alliance.

Interested Entity shall mean: (i) any corporation, firm or association in which at least one of the Directors of such corporation, firm or association has a material financial interest; or (ii) any corporation, firm or association of which at least one of the directors of such corporation, firm or association is an Interested Director.

Interested Director shall mean a director of a corporation, firm or association that is also a Director of the Alliance.

Majority Vote shall mean, for purposes of determining the number of votes cast by a Promoter Member or a Director, two-thirds (2/3), rounding up to the nearest whole number, of the Promoter Members (or their Proxies) or Directors (or Alternate Director, as applicable) present, as the case may be.

Person shall mean any individual, corporation, trust, limited liability company or other entity.

Proxy shall mean an alternate member representative that has the power to vote on behalf of such member.

Self-dealing Contract shall mean any contract or transaction: (i) between the Alliance and at least one of the Alliance's Directors; or (ii) between the Alliance and any Interested Entity.

Simple Majority Vote shall mean, for purposes of determining the number of votes cast by Promoter at a Promoter Meeting or a Director at a Board of Directors meeting at which a quorum is present, more than 50% of the voting power present.

Super Majority Vote shall mean, for purposes of determining the number of votes cast by a Promoter Member at a Promoter Meeting or a Director at a Board of Directors meeting, the total number of then-existing Promoter Members or Directors, as the case may be, less the number one (1). By way of example, if ten (10) Directors comprise the Board of Directors, any proposal requiring a Super Majority Vote of the Board of Directors shall require nine (9) affirmative votes for approval.

Unanimous Vote shall mean, for purposes of determining the number of votes cast by a Promoter Member or a Director, all Promoter Members or all Directors, as the case may be. For the avoidance of doubt, the unanimous vote of all the Promoter Members (or their Proxies) or Directors (or the Alternate Directors, as applicable) present shall not be a Unanimous Vote if one or more Promoter Members (or their Proxies) or Directors (or their Alternate Directors), as the case may be, is missing or fails to cast a vote.

Voting Member shall mean the Person who has been admitted to the Alliance as a Voting Member and not the individual representing such Person.

VOTING REFERENCE CHART 1
(Refer to Bylaws Section for Detail)

Bylaws Section	Matter to be Voted On	Number of Affirmative Votes Required
4.4 Adjournment of Member Meeting	Adjournment of meeting	Vote of >50% Members present
4.7 Member Voting	General Business Matters	2/3 Majority Vote
5.15 Adjournment of Board of Directors Meeting	Adjournment of meeting	Vote of >50% Directors present
5.14 Director Voting	General Business Matters	2/3 Majority Vote
6.2 Election	Election of Officers	2/3 Majority Vote
6.3.1 Removal	Removal of Officers	2/3 Majority Vote
IPR Policy	Approving Final Deliverables	2/3 Majority Vote
3.7.2 Expulsion of Promoter Member	Expulsion of Member Company from Promoter Membership	2/3 Majority Vote
3.7.6 Termination of the Voting Member Agreement or Participation Agreement	Termination of voting member agreement or participation agreement due to material breach	2/3 Majority Vote
5.16 Fees and Compensation	Approval for fees and compensation	2/3 Majority Vote
5.2 Number and Composition of Board	Approval of independent contractor as a Director	2/3 Majority Vote
11.2 Amendments	Amendment to Bylaws	Super Majority Vote
3.5 Admission to Promoter Membership	Admission to Promoter Member	Super Majority Vote
3.7.6 Termination of Voting Member Agreement or Participation Agreement	Termination of voting member agreement or participation agreement for disruption to Alliance	Super Majority Vote
5.11 Action Without Meeting	Board of Directors Vote	Unanimous

VOTING REFERENCE CHART 1
(Refer to Bylaws Section for Detail)
(continued)

Bylaws Section	Matter to be Voted On	Number of Affirmative Votes Required
5.19.2 Removal of Director	Removal of a Director or Alternate	Super Majority Vote
Article VIII, Amendment to IPR Policy	Amendment to IPR Policy	Unanimous
3.2 Additional Class of Voting Members	Create new Voting Member Classes	Unanimous
3.3 Additional Class of Nonvoting Members (Participants)	Create one or more classes of non-voting participants	Unanimous
Definitions: Affiliate	Change definition of Affiliate	Unanimous
3.10 Merger	Merger of Alliance	Unanimous
3.5 Admission of Promoter Membership	Exempt Affiliate from IPR requirement	Unanimous
3.5 Admission to Promoter Membership	Permitting Affiliate to join the Alliance as a Promoter Member, providing they are bound by the terms of the IPR Policy	No Vote required

VOTING REFERENCE CHART 2
BOARD MEMBERS REQUIRED TO ESTABLISH QUORUM

<u>Total # Directors</u>	<u>Required to Establish Quorum</u>
6	4
7	5
8	6
9	6
10	7
11	8

VOTING REFERENCE CHART 3
VOTES REQUIRED TO APPROVE RESOLUTION, ONCE QUORUM IS
ESTABLISHED

<u>Total Directors Present at Meeting</u>	<u>Simple Majority (>50%)</u>	<u>Majority (2/3)</u>	<u>Super Majority (n-1) (All Directors must be present)</u>	<u>Unanimous (All Directors must be present)</u>
6	4	4	5	6
7	4	5	6	7
8	5	6	7	8
9	5	6	8	9
10	6	7	9	10
11	6	8	10	11



Multimedia over Coax Alliance

Intellectual Property Rights (IPR) Policy

1. BACKGROUND

The Alliance has been formed as a non-profit mutual benefit corporation for the purpose of developing and promoting specifications for the transport of digital entertainment and information content over in-home coaxial environments, and to develop a certification process for products implementing the specifications to ensure interoperability between products and manufacturers.

This Intellectual Property Rights Policy (“IPR Policy”) is intended to maximize the likelihood of widespread adoption of such specifications. At times, the activities of the Alliance will result in the creation of Draft Deliverables, Approved Draft Deliverables and Deliverables to which intellectual property rights will attach. These rights may be owned by either the Alliance or one or more Alliance Parties, either alone or in combination. This IPR Policy outlines the policy of the Alliance regarding the incorporation and use of certain proprietary materials in the Draft Deliverables, Approved Draft Deliverables and Deliverables of the Alliance.

This IPR Policy is the complete and exclusive statement of the policy of the Alliance for Intellectual Property, and applies to all Alliance Parties and their Affiliates (as defined below), and governs all of the Alliance’s activities as of the effective date, except where the Alliance Board of Directors (“Board”) has determined and has specified as part of an applicable Alliance activity that this IPR Policy does not apply. This IPR Policy supersedes any and all prior documentation regarding the Intellectual Property of the Alliance.

This IPR Policy is designed and intended to comply with all applicable law, including all federal and state antitrust laws.

2. DEFINITIONS

For purposes of this IPR Policy, the following terms having initial capitals shall have the meaning specified below. Other terms having initial capitals used herein, but which are not defined herein shall have the definitions ascribed to them in the Alliance Bylaws or the Applicable Agreement. In the case of inconsistent definitions, the Alliance Bylaws shall have first preference, and this IPR Policy shall have precedence over the Applicable Agreement.

“Affiliates” shall have the meaning set forth in the Alliance Bylaws. For avoidance of doubt, the RAND obligations set forth in this IPR Policy with respect to an Affiliate’s Essential Patent Claims that attach during the time such entity meets the definition of Affiliate, shall not terminate if such entity subsequently ceases to be an Affiliate.

“Alliance Bylaws” means the bylaws that govern the Alliance at the time an issue arises, unless there exists an express determination by the Board that the bylaws of some other point in time should prevail.

“Alliance Party(ies)” means a Participant or a Voting Member.

“Applicable Agreement” means the agreement that governs the relationship between an Alliance Party and the Alliance at the time an issue arises, including without limitation Promoter Member Agreement (as defined in Section 3.1 of the Alliance Bylaws), other Voting Member Agreement (as defined in Section 3.2 of the Alliance Bylaws) or Participant Agreement (as defined in Section 3.3 of the Alliance Bylaws), unless there exists an express determination by the Board that the agreement of some other point in time should prevail.

“Approved Draft Deliverable” means a Draft Deliverable which has been approved by the Board of Directors (i.e., the Board of Directors meeting minutes or resolution that indicates such approval) in accordance with the procedures specified in this IPR Policy.

“Board of Directors” means the Board of Directors of the Alliance as described in the Alliance Bylaws.

“Compliance Test(s)” means one or more tests, test scripts or procedures, programs and/or documentation that are used to test and determine whether a product that implements a Full Specification is a Fully Compliant Product.

“Confidential Information” shall have the meaning set forth in the Applicable Agreement.

“Contribution” shall mean a submission to or for the Alliance proposing an addition to or modification of an existing Approved Draft Deliverable, Draft Deliverable or a portion thereof, whether in-person or in any written or electronic form.

“Deliverable” means an Approved Draft Deliverable, or a portion thereof, which has been designated as such by a Majority Vote of the Board of Directors for disclosure to Unrelated Parties in accordance with Section 3.6 of this IPR Policy.

“Developed” means contributed sufficiently to the creation of Intellectual Property to be eligible for legal protection of that Intellectual Property.

“Draft Deliverable(s)” means Technical Specifications, Compliance Tests, field test plans, reports or other work product (i) prepared by the Alliance; or (ii) prepared by one or more Alliance Parties and delivered to the Alliance by the Technical Working Group responsible

for such preparation as a submission for consideration by the Board for adoption as an Approved Draft Deliverable in accordance with Section 3 of this IPR Policy.

“Essential Patent Claims” means those claim(s) in issued patents (excluding design patents and design registrations), or that issue from patent applications, anywhere in the world for which an Alliance Party or any of its Affiliates has the right, at any time during the term of this IPR Policy, to grant licenses which claims are necessarily infringed by compliance with any portion of a Full Specification and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such portion of a Full Specification, and, where the term Essential Patent Claims does not include any claims: (i) other than those set forth above even if contained in the same patent as those claims set forth above; or (ii) that only read on implementation examples included solely in any appendix, exhibit or other attachment to the actual Full Specification; or (iii) that, if licensed, would require consent from, and/or a payment of royalties by the licensor to unaffiliated third parties (except for unaffiliated third parties that share licensing revenue with the relevant Alliance Party or any of its Affiliates in connection with the patent(s) implicated). If any claims that otherwise meet the definition of “Essential Patent Claims” are excluded under (iii) above, an Alliance Party requesting a license under Section 5.1.1 (a “Licensee”) may nonetheless elect to have those claims included as “Essential Patent Claims” if the Licensee obtains any required consent from the unaffiliated third party and agrees to pay any royalties that are required to be paid to the unaffiliated third party for such license. Essential Patent Claims shall include claims in issued patents regardless of when the patent applications were filed, when the patents issue or when the inventions included in such patents were conceived, reduced to practice, created, derived, developed, or made.

“Full Specification” means all Technical Specifications included within an Approved Draft Deliverable.

“Fully Compliant Product” means only those specific portions of a product (hardware, software, components or combinations thereof) that: implement the relevant Normative Requirements of a Full Specification applicable to those specific portions of the product, and solely when and to the extent that such specific portions of the product (i) are used as part of an implementation of the Full Specification; and (ii) would pass all applicable Compliance Tests as part of such implementation of the Full Specification. Where a Golden Node is approved for a Full Specification, such Full Specification is intended to completely and accurately document all of the relevant behaviors of the approved Golden Node. However, in those rare instances in which the Golden Node does not conform to such Full Specification, a Fully Compliant Product shall: (i) implement the prevailing behavior of the Golden Node; and (ii) meet all remaining requirements of a Fully Compliant Product listed above. In such cases, the applicable Full Specification shall be modified with due process within 60 days to comply with the prevailing behavior of the Golden Node.

“Golden Node” for purposes of this IPR Policy means a Reference Implementation for a Full Specification that is approved as a Golden Node in accordance with established MoCA certification policies and procedures. Golden Nodes include a Reference Implementation

having the part numbers as certified and listed by the Certification Working Group on the MoCA web site.

“Intellectual Property” means all trademarks, service marks, patents, patent applications, inventions (whether or not patentable), registrations, petit patents, works of authorship, copyrights, trade secrets, protectable designs, mask works, and other similar intellectual property the rights to which are necessary to use, make, reproduce, sell, offer for sale, or otherwise distribute or import Deliverables, Draft Deliverables, Approved Draft Deliverables, and/or Fully Compliant Products.

“Majority Vote” shall have the meaning in the Alliance Bylaws.

“Normative Requirement” means requirements of an Approved Draft Deliverable that convey criteria that must be fulfilled for full compliance with Approved Draft Deliverables, and from which no deviation is allowed.

“Participant” means a non-voting class of participant as defined as defined in Section 3.3 of the Alliance Bylaws, including without limitation a Contributor of the Alliance and an Associate of the Alliance, that has entered into a Participant Agreement with the Alliance pursuant to which such member agrees to the terms of this IPR Policy.

“RAND” shall have the meaning specified in Section 5.1.1 (Limited Obligation to License Essential Patent Claims). In addition, while RAND licensing terms may include appropriate compensation to the patent holder for the practice of an Essential Patent Claim, RAND licensing terms shall not be more onerous, including as to price, than could have been obtained in the open market absent the inclusion of the technology claimed in the Essential Patent Claims in the Approved Draft Deliverable. Nothing in this IPR Policy shall preclude a licensor and licensee from voluntarily negotiating any license under terms mutually agreeable to both parties.

“Reference Implementation(s)” shall mean a Fully Compliant Product implementation that is created using or based on a Technical Specification and that is approved as a guide for developers when creating, developing or manufacturing their own product implementations that are based on a Technical Specification. Where a Golden Node is approved for a Full Specification, a Reference Implementation shall include the certified “Golden Node.”

“Scope” means

- (i) the electrical characteristics and protocols of physical and media access control interfaces which allow data transmission using coaxial cables, and/or
- (ii) a standard set of transmitted signals described in a Technical Specification, but only to the extent that:
 - 1) they are described with particularity and as requirements in such Technical Specification; and

- 2) the sole purpose of such description of the transmitted signals is to enable Fully Compliant Products to interoperate, interconnect or communicate as defined within such Technical Specification.

Notwithstanding the foregoing, the Scope shall not include

- (iii) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Technical Specification, but are not themselves expressly set forth in a Technical Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.); or
- (iv) encryption technology (e.g., conditional access, copy protection or digital rights management) that resides above the link layer; or
- (v) the implementation or use of other specifications published or otherwise made available but not developed by the Alliance Parties pursuant to this IPR Policy, but referred to in the body of a Technical Specification.
- (vi) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Technical Specification; or
- (vii) reference or informational portions of the Technical Specification, including any elements that are required only for conformance with any such reference or informational portions.

Where a Golden Node is approved for a Full Specification, in those rare instances in which the behavior of such Golden Node does not conform to the applicable Full Specification, the behavior of the Golden Node prevails and the above definition of “Scope” shall apply to the relevant behavior of the Golden Node instead of the Technical Specification as referenced above.

“Subcontractor” means any third party performing services or work under this Agreement for an Alliance Party other than employees of the Alliance Party.

“Technical Specification” means all versions of a document designated as a Multimedia over Coax Alliance Technical Specification.

“Technical Working Group” means a Committee created by authorization of the MoCA Board of Directors in accordance with Article 7.1 of the Alliance Bylaws to undertake certain specific defined tasks for the purposes of generating, developing or revising Technical Specifications, Draft Deliverables and Approved Draft Deliverables.

“Technical Working Group Member” means an Alliance Party’s representative that participates in the Technical Working Group charged with the generating, developing or revising Technical Specifications, Draft Deliverables and Approved Draft Deliverables.

“Voting Member” means a voting class of member as defined in Section 3.2 of the Alliance Bylaws, including without limitation a Promoter Member, that has entered into a Voting

Member Agreement with the Alliance pursuant to which such member agrees to the terms of this IPR Policy.

3. DELIVERABLES AND IP REVIEW PERIOD

3.1 A Technical Working Group chartered by the Board of Directors shall have the responsibility of drafting and developing Draft Deliverables, as defined in Section 2 above.

3.2 **Delivery of Draft Deliverables to Alliance Parties.** At such time as the Technical Working Group determines that a Draft Deliverable is ready for final review, the Draft Deliverable shall be submitted to the Board of Directors for consideration as an Approved Draft Deliverable. The Board of Directors shall direct the Alliance to send complete copies of the Draft Deliverable to Alliance Parties for review pursuant to Section 3.3, below.

3.3 **Draft Deliverable Review Period.** The applicable Draft Deliverable shall be provided by the Alliance to Alliance Parties no less than thirty (30) calendar days prior to a scheduled vote on which the Draft Deliverable is to be considered by the Board of Directors (hereinafter the “Review Period”). Alliance Parties, on behalf of themselves and their Affiliates, may review the Draft Deliverable for any Essential Patent Claims that may be implicated by the Draft Deliverable. While there is no requirement for an Alliance Party to perform a patent search or to review its patent portfolio for Essential Patent Claims, by assent to this IPR Policy, Alliance Party is committing to the licensing provisions of Section 5 with regard to Essential Patent Claims implicated by the Draft Deliverable, if and when the Draft Deliverable implicating those Essential Patent Claims is adopted by the Alliance as an Approved Draft Deliverable in accordance with this Section 3 unless prior to the end of the first Review Period after the introduction of the technology covered by the Essential Patent Claim in question (i) Alliance Party identifies in writing to the Alliance, who shall promptly inform all Alliance Parties, any Essential Patent Claims of the Alliance Party that it does not agree to license to other Alliance Parties pursuant to Section 5.1 (RAND Licenses) and that has not already been contributed by the Alliance Party in the Draft Deliverable under review or included as part of a previously Approved Draft Deliverable; or (ii) Alliance Party submits to the Alliance, who shall promptly inform all Alliance Parties, its written withdrawal from the Alliance pursuant to the Applicable Agreement.

3.4 **Majority Approval of Draft Deliverables.** After completion of the Draft Deliverable review process stated in Sections 3.2 and 3.3 above, the Technical Working Group shall submit such Draft Deliverable to the Board of Directors for final approval. If the Board of Directors approves such Draft Deliverable (including any version of a Draft Deliverable) via a Majority Vote, the Draft Deliverable shall become an Approved Draft Deliverable of the Alliance. In the event that the Board of Directors fails to approve such Draft Deliverable as an Approved Draft Deliverable, such Draft Deliverable shall be returned to the Technical Working Group. The Board of Directors may from time to time require that one or more

versions of a Draft Deliverable be submitted to the Board of Directors for consideration as an Approved Draft Deliverable.

3.5 **Alliance Party Access to Approved Draft Deliverables.** All Approved Draft Deliverables shall be provided to the Alliance Parties no more than thirty (30) calendar days after the Board of Directors approves the Draft Deliverable as an Approved Draft Deliverable.

3.6 **Disclosure of Deliverables to Unrelated Parties.** Upon an additional Majority Vote of the Board of Directors, an Approved Draft Deliverable, or a portion thereof, may obtain the designation of a “Deliverable” to allow for disclosure to third parties that are not Alliance Parties or any of their Affiliates (“Unrelated Parties”). In such event, the Board of Directors shall, subject to the terms in this Section, determine the process, nature and scope of disclosure of the Deliverable to Unrelated Parties. Nothing in this IPR Policy shall require the Board of Directors to, and the Board of Directors may elect not to, disclose an Approved Draft Deliverable or any portion thereof to Unrelated Parties. Disclosure of an Approved Draft Deliverable or any portion thereof to Unrelated Parties shall require a Majority Vote of the Board of Directors. Any Alliance Party whose Confidential Information is included in a Deliverable hereby consents to such distribution to Unrelated Parties under the terms of this Section 3.6. If Confidential Information is included in the Deliverable or any portion thereof, then, the Board of Directors by such Majority Vote, and in its sole election, may or may not require the Unrelated Party enter into a confidentiality agreement with the Alliance. The Board of Directors may elect to pre-approve specific Unrelated Parties or groups of Unrelated Parties for distribution of Deliverables subject to the terms of this Section 3.6.

4. **INTELLECTUAL PROPERTY**

4.1 **Ownership of Rights.**

4.1.1 **Alliance Party Intellectual Property.** All right, title and interest in and to Alliance Party Intellectual Property shall be owned exclusively by the Alliance Party(ies) who developed the Intellectual Property or by the Alliance Party(ies) to whom the Intellectual Property was properly and legally assigned.

4.1.2 **Authority to Grant Licenses; No Attempt to Circumvent.** Each Alliance Party represents, warrants and covenants to the Alliance and to other Alliance Parties that it has the power and authority to bind itself and all of its Affiliates to the obligations contained herein, including without limitation, the obligation to grant patent licenses as set forth in this IPR Policy. Each Alliance Party further represents and warrants and agrees that it has not and will not intentionally transfer or otherwise encumber its patents or patent applications that reasonably may contain or result in Essential Patent Claims for the purpose of circumventing the obligation to grant licenses contained in this IPR Policy. Each Alliance Party further agrees and states that it shall use commercially reasonable efforts to ensure all employees and Subcontractors used by the Alliance Party in connection with the conception, reduction to practice, creation, development or making of inventions that result in Essential Patent Claims have executed or will execute an assignment of Intellectual Property Rights sufficient to ensure that the Alliance Party has all the rights from such employees and

Subcontractors necessary to grant patent licenses as set forth in this IPR Policy to any such Essential Patent Claims.

5. LICENSES.

5.1 RAND Licenses.

5.1.1 Limited Obligation to License Essential Patent Claims. Subject to the terms in this IPR Policy, following Board of Director approval of an Approved Draft Deliverable and upon the written request of any other then-current Alliance Party, each Alliance Party agrees to offer and attempt to negotiate a license to the requesting Alliance Party(ies), under the terms of a separate written agreement, such Alliance Party's and its Affiliates' Essential Patent Claims to the extent necessary to use, make, have made, offer for sale, sell and import Fully Compliant Products in conformance with or as described in such Approved Draft Deliverable. Such licenses shall be non-exclusive, worldwide, and on fair, reasonable and nondiscriminatory terms and conditions (collectively, "**RAND**") which may include defensive suspension provisions and may be subject to reciprocity as set forth in Section 5.1.3. Each Alliance Party (on behalf of itself and its Affiliates) hereby agrees that it shall not seek an injunction and hereby waives its rights to an injunction with respect to infringement of the Alliance Party's Essential Patent Claims by Fully Compliant Products against any other Alliance Parties that are entitled to receive a RAND license as described in this Section. Such waiver of injunctive relief shall not prohibit the waiving Alliance Party from seeking or receiving damages in connection with such infringement, nor shall such waiver prohibit the waiving Alliance Party from seeking injunctive relief against another Alliance Party that has (i) filed or joined (as a party supporting or seeking injunctive relief) any action in a court of competent jurisdiction seeking injunctive relief against the waiving Alliance Party alleging patent infringement; (ii) is in breach of a license granted pursuant to this Section and Court-ordered remedies for such breach would be insufficient to protect the interests of the Alliance Party that granted the license (*e.g.*, because the other Alliance Party is in bankruptcy or has no assets in the relevant jurisdiction), or (iii) has refused to enter into a RAND license under this Section and cannot be compelled by a court to provide reasonable compensation for its infringement in the relevant jurisdiction (*e.g.*, because the other Alliance Party is in bankruptcy or is unwilling to submit to the jurisdiction of the relevant national patent court). Upon joining the Alliance as a Voting Member or Participant, the Alliance Party is deemed to make the RAND commitment described in this Section 5.1 (for clarity, without the benefit of any exception set forth in Section 3.3 (i) or (ii)) with respect to Essential Patent Claims that are required to use, make, have made, offer for sale, sell and import Fully Compliant Products described in Draft Deliverables approved by the Board of Directors as Approved Draft Deliverables prior to the Alliance Party joining the Alliance.

5.1.2 Transfer of Essential Patent Claims. Any sale, assignment or other transfer by an Alliance Party or its Affiliates to an unaffiliated third party of an Essential Patent Claim, or any patent or patent application that reasonably may contain or result in an Essential Patent Claim, shall be made subject to the terms in this IPR Policy. An Alliance Party may choose the manner in which it complies with this Section 5.1.2, provided that any agreement for transferring or assigning Essential Patent Claims, or any patent or patent

application that reasonably may contain or result in an Essential Patent Claim, includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Alliance Party by this Agreement and the Alliance Bylaws, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest. Moreover, the licensing obligations under this IPR Policy are intended to be binding (*e.g.*, as encumbrances) on all successors-in-interest regardless of whether such provisions are included.

5.1.3 **Reciprocity.** Any Alliance Party or that Alliance Party's Affiliates that does not, in fact and practice, make the license grant of Section 5.1.1 (Limited Obligation to License Essential Patent Claims) available to all other Alliance Parties and their Affiliates, shall not be entitled to the benefits of the provisions of Section 5.1.1.

5.2 **Copyrights.**

5.2.1 **License Granted by Alliance Party to Alliance.** The Alliance Parties grant to the Alliance a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Alliance Party solely for the purposes of developing, publishing and distributing Draft Deliverables, Approved Draft Deliverables, Deliverables and related materials.

5.2.2 **License Granted by Alliance to Alliance Parties.** As to copyrighted materials published by the Alliance, including but not limited to Approved Draft Deliverables adopted by the Alliance prior to or during an Alliance Party's membership or participation in the Alliance, the Alliance grants each Alliance Party a worldwide, irrevocable (except upon breach of this IPR Policy by licensee), non-exclusive, non-sub-licensable, non-transferable copyright license to internally (within the Alliance Party company including Affiliates or, subject to a restricted use nondisclosure agreement, third party contractors of Alliance Party) reproduce, distribute, perform, create derivative works of and display such copyrighted materials solely for the purposes of: i) developing or promoting products based upon the Approved Draft Deliverables; ii) procuring products based upon the Approved Draft Deliverables; or iii) designing, developing or implementing internal systems and processes based upon the Approved Draft Deliverables.

5.3 **No Other Licenses.** The Alliance Parties agree that no license, immunity or other right is granted under this IPR Policy by any Alliance Party or its Affiliates to any other Alliance Parties or their Affiliates or to the Alliance, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth herein.

5.4 **Intellectual Property of Third Parties.** No licenses to Unrelated Party Intellectual Property in the Draft Deliverables, Approved Draft Deliverables or Deliverables are granted herein and neither the Alliance nor any Alliance Party is responsible for obtaining licenses to such Unrelated Party Intellectual Property for the benefit of or on behalf of the Alliance or any other Alliance Party.

5.5 **Conduct.** Each Alliance Party shall:

5.5.1 Use commercially reasonable efforts to ensure the accuracy of all information provided by it and its Affiliates and Subcontractors pursuant to this IPR Policy, and, promptly upon being notified of or becoming aware of any error or other deficiency in such information, to supply the appropriate corrections.

5.5.2 Promptly disclose to the Alliance and other Alliance Parties any breach of confidentiality which it believes would be actionable against any of the Alliance Parties or Alliance by virtue of disclosure of any Deliverables, Draft Deliverables or Approved Draft Deliverables or by virtue of using, making, reproducing, importing, selling or otherwise distributing a Fully Compliant Product.

5.5.3 Require that its employees and Subcontractors, who participate in the development of Draft Deliverables at the premises of or at locations provided by another Alliance Party, abide by its own rules and the rules which apply to visitors working at the premises of said other Alliance Party.

6. **FREEDOM OF ACTION**

Nothing contained in this IPR Policy shall be construed as restricting the right of any Alliance Party to independently design, develop, acquire, manufacture, market or service or otherwise deal in, directly or indirectly, competitive products or services independent of any Draft Deliverables or Approved Draft Deliverables or any Deliverable. The foregoing shall not be construed or deemed as a license (express, implied or by way of estoppel) or an immunity from suit under any Intellectual Property or Confidential Information of the Alliance or any Alliance Party. This Section shall survive any termination or expiration of this IPR Policy.

7. **TERMINATION; SURVIVAL OF IPR POLICY**

7.1 **Termination of the Applicable Agreement.** If an Alliance Party's membership or participation in the Alliance terminates or expires for any reason, then (i) the terminated Alliance Party shall be entitled to request or require any Alliance Party to license such Alliance Party's Essential Patent Claims under Section 5.1 (RAND Licenses), but only to the extent necessary to use, make, have made, offer for sale, sell and import Fully Compliant Products in conformance with or as described in Draft Deliverables or Approved Draft Deliverables approved by the Board of Directors prior to such expiration or termination; and (ii) the terminated Alliance Party shall no longer be entitled to request or require any Alliance Party to license such Alliance Party's Essential Patent Claims to the terminated Alliance Party as provided in Sections 5.1 (RAND Licenses) to any extent with regard to Fully Compliant Products in conformance with or as described in Draft Deliverables or Approved Draft Deliverables approved by the Board of Directors after such expiration or termination; and (iii) the terminated Alliance Party and its Affiliates shall, after such termination, continue to offer and to license to any other Alliance Parties the terminated Alliance Party's (and its Affiliates')

Essential Patent Claims as provided in Sections 5.1 (RAND Licenses), including Alliance Parties that become Alliance Party after such termination. The terminated Alliance Party's obligations under (iii) above shall only apply to Essential Patent Claims that are required to use, make and sell Fully Compliant Products described in or covered by Approved Draft Deliverables approved by the Board of Directors prior to such expiration or termination. The terminated Alliance Party's obligations under (iii) above shall not apply to Essential Patent Claims that are required to use, make and sell Fully Compliant Products described in Draft Deliverables approved by the Board of Directors as Approved Draft Deliverables after such expiration or termination, except as to portions of such Approved Draft Deliverable approved by the Board of Directors as a separate Approved Draft Deliverable prior to such termination or expiration (e.g., an earlier version of the Approved Draft Deliverable).

7.2 **Termination of Alliance.** The obligations to license under Section 5.1 shall survive termination of the Alliance with respect to Approved Draft Deliverables, which are approved by the Board of Directors prior to such termination, and in accordance with Section 7.3.

7.3 **Identification of Confidential Information and Intellectual Property.** Within twenty (20) business days after the termination of an Alliance Party's membership in the Alliance, that former Alliance Party shall identify in writing to the Alliance, with reasonable specificity, any of such Alliance Party's Confidential Information, or any Intellectual Property, that the former Alliance Party has Contributed, delivered or provided to the Alliance with regard to any Draft Deliverables or proposed Draft Deliverables being developed or worked on by the Alliance at the time of such termination or expiration. If any Contributions by the former Alliance Party are later incorporated into an Approved Draft Deliverable, and such Contributions include Essential Patent Claims that are not identified in accordance with this Section, then the former Alliance Party shall be obligated to license such Essential Patent Claims to all Alliance Parties on RAND terms and conditions as set forth in Section 5, and shall have no further right or opportunity to opt out of such licensing obligation (e.g., under Section 3.3 or otherwise).

8. **AMENDMENTS**

This IPR Policy may only be amended in accordance with the terms and conditions in the Alliance Bylaws.

[Multimedia Over Coax Alliance]

ANTITRUST GUIDELINES

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the Alliance and its members and participants to antitrust liability, the Alliance and Promoter Member (on behalf of itself and its Affiliates) agree to abide by the following guidelines when participating with, for or on behalf of the Alliance:

1. Neither the Alliance nor any of its committees shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. The Alliance, Promoter Member and each other member and/or participant of the Alliance shall not discuss, communicate or engage in any other exchange between themselves or with other members and/or participants of the Alliance with regard to prices, pricing methods, production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers.
3. Neither the Alliance, Promoter Member nor any other member and/or participant of the Alliance shall engage in any activity or communication between themselves or with other members and/or participants of the Alliance that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
4. The qualifications for membership or participation in the Alliance are set forth in the Corporate Documents. No applicant for membership or participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership or participation.
5. The Alliance shall not compel or coerce Promoter Member or any other member and/or participant of the Alliance into accepting or complying with any Approved Draft Deliverable (as defined in the Alliance's IPR Policy in Exhibit 2).
6. Adherence to Approved Draft Deliverables or sample implementations shall be voluntary on the part of Promoter Member and all other members and participants of the Alliance, and neither Promoter Member nor any other member and/or participant in the Alliance shall be compelled, directed or coerced by the Alliance, it being solely a voluntary decision on

the part of the particular member and/or participant of the Alliance as to whether to adhere to or comply with any such Approved Draft Deliverable or sample implementations.

7. Any Approved Draft Deliverable or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, intention or purpose of Promoter Member or any other members or participants of the Alliance to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. Nothing in the Alliance's Bylaws, IPR Policy or other document or policy shall be construed as restricting the right of any member or participants of the Alliance to independently design, develop, acquire, manufacture, market or service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by members, participants or the Alliance.
9. To the extent that it furthers the purposes of the Alliance, as set forth in its Corporate Documents, joint research and development by two or more of its members and/or participants and/or representatives thereof shall be permissible, provided that such joint research and development for the Alliance shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:
 - 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 research and development;
 - any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by Promoter Member or any other member and/or participant of the Alliance 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
 - 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 Promoter Member or any other member and/or participant of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by Promoter Member or any other member and/or participant of the Alliance, or representative thereof, or of the results of such joint research and development.

10. Promoter Member will cause each of its Affiliates to comply with these guidelines as if such Affiliates were members of the Alliance.

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