

BYLAWS OF POWER.ORG,
an unincorporated association operating as a program of the IEEE Industry Standards and
Technology Organization (“ISTO”).

ARTICLE 1: DEFINITIONS

Advisory Council shall have the meaning set forth in Section 1 of the Membership Agreement.

Advisory Council Member shall have the meaning set forth in Section 1 of the Membership Agreement.

Attachment shall have the meaning set forth in Section 1 of the Membership Agreement.

Authorized Licensee shall have the meaning set forth in Attachment 3 of the Membership Agreement.

Board of Directors or Board shall mean the Board of Directors of Power.org.

Change of Control shall have the meaning set forth in Section 1 of the Membership Agreement.

Committee means a group of Members as designated by the Board of Directors to carry out certain responsibilities on behalf of Power.org, pursuant to Article 6.

Contribution shall have the meaning set forth in Section 1 of the Membership Agreement.

Developer means all Members of the Organization who so qualify in accordance with the provisions of Articles 12 and 14.4 below.

Draft Implementation shall have the meaning set forth in Section 1 of the Membership Agreement.

Draft Specification shall have the meaning set forth in Section 1 of the Membership Agreement.

Founder means all Members of the Organization who so qualify in accordance with the provisions of Articles 12 and 14.1 below.

Fully Compliant shall have the meaning set forth in Section 1 of the Membership Agreement.

Implementation shall have the meaning set forth in Section 1 of the Membership Agreement.

ISA Contribution shall have the meaning set forth in Section 1 of the Membership Agreement.

Member means a general reference to all Founders, Sponsors, Participants and Developers who have so qualified for such classifications pursuant to the relevant provision of Article 14 of these Bylaws.

Membership Agreement means the Power.org Membership Agreement, as in effect and amended from time to time.

Necessary Claims shall have the meaning set forth in Section 1 of the Membership Agreement.

Non-Council Member shall have the meaning set forth in Section 1 of the Membership Agreement.

Non-Council Member ISA Contribution shall have the meaning set forth in Section 1 of the Membership Agreement.

Organization means Power.org.

Participant means all Members of the Organization who so qualify in accordance with the provisions of Articles 12 and 14.3 below.

Person means any individual, corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity.

Power Architecture ISA or ISA shall have the meaning set forth in Section 1 of the Membership Agreement.

Quorum means greater than 50% of the existing members of the Board of Directors in good standing pursuant to Section 4.17.

Specification shall have the meaning set forth in Section 1 of the Membership Agreement.

Sponsor means all Members of the Organization who so qualify in accordance with the provisions of Articles 12 and 14.2 below.

Subcommittee means certain Members that are chartered by the Board of Directors pursuant to Article 6 to create Specifications and Implementations, or to develop and execute Committee specific tasks such as event planning, budget planning, and member recruitment.

Subcommittee Intellectual Property Rights Policies means Attachments 1 and 2 of the Membership Agreement, pertaining to Contributions other than ISA Contributions or Non-Council Member ISA Contributions.

Subsidiary of a Member means a Person: (a) more than fifty percent (50%) of whose (a) outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) or (b) if the Person does not have outstanding shares or securities, other ownership interest (representing the right to make the decisions for such Person) are, now or thereafter, owned or controlled, directly or indirectly, by such Member, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such percentage of ownership or interest remains more than fifty percent (50%).

ARTICLE 2: OFFICES; PURPOSE; DURATION; COMPLIANCE WITH ANTITRUST LAWS; FREEDOM OF ACTION

SECTION 2.1 PRINCIPAL OFFICE

A principal office of the Organization will be created to perform administrative and operational functions for the Organization.

SECTION 2.2 CHANGE OF ADDRESS

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

SECTION 2.3 OTHER OFFICES

The Organization may also have offices at such other places as its business and activities may require, and as the Board may, from time to time, designate.

SECTION 2.4 PURPOSE

The Organization will promote Power Architecture™ technology as the preferred hardware development platform for electronic systems. Members are expected to support the design, development, or application of hardware or software products that will implement or comply with Specifications or Implementations released by the Organization. In furtherance of these efforts, the Organization and its Members shall seek to solicit the participation of all interested parties on a fair, equitable and open basis. As part of these efforts, the Organization may interface with other groups or bodies developing standards and specifications related to Power Architecture technology.

SECTION 2.5 DURATION

The duration of the Organization shall be perpetual, but may be dissolved at any time upon a unanimous vote of the Board.

SECTION 2.6 COMPLIANCE WITH ANTITRUST LAWS

Each of the Members of the Organization is committed to fostering competition in the development of new products and services, and the activities of the Organization are intended to promote such competition. Each Member acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable state, federal or international antitrust laws or regulations. Without limiting the generality of the foregoing, Members that are competitors shall not discuss issues relating to product costs, product pricing, methods or channels of product distribution, any division of markets, or allocation of customers, or any other topic that would be prohibited by applicable antitrust laws.

Each Member shall assume responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Organization, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

SECTION 2.7 FREEDOM OF ACTION

Neither participation in the Organization nor the Organization's approval or release of a Specification or Implementation shall require any Member to use or implement the Specification or Implementation, or preclude any Member from developing or employing additional, competing or alternative products, specifications or implementations, or foreclose taking a different course of action should any Member so desire. No provision of these Bylaws or the Membership Agreement shall be interpreted to prevent any Member from using a processor architecture other than Power Architecture technology, or from engaging in other activities or business ventures, independently or with others, whether or not competitive with the activities contemplated herein or those of any Member and regardless of the effect thereof on the Organization.

ARTICLE 3: RESERVED

ARTICLE 4: BOARD OF DIRECTORS

SECTION 4.1 NUMBER

The Board shall initially consist of one representative of each of the Founders. Additional Board seats may be established, upon approval of the Board, and shall be filled in accordance with the procedures set forth below. The total number of Board seats shall not exceed twenty (20). Additional seats may be added upon unanimous approval of the Board.

SECTION 4.2 GENERAL POWERS

Subject to the provisions of these Bylaws, the activities and affairs of this Organization shall be conducted and all powers shall be exercised by or under the direction of the Board.

SECTION 4.3 DUTIES

It shall be the duty of the Board to:

- (a) Perform any and all duties imposed on them collectively or individually by law, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Organization;
- (c) Supervise all officers, agents and employees of the Organization to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Executive Director of the Organization;
- (f) Elect annually a Chairman to preside over the Board meetings or to take such action as may be agreed upon by the Board (subject to Section 4.12);
- (g) Form, supervise, and dissolve Committees and Subcommittees (as defined in Article 6), as appropriate to conduct the work of the Organization;
- (h) Evaluate Contributions, Draft Specifications and Draft Implementations for adoption, and either reject such Contributions, Draft Specifications and Draft Implementations, or approve them as Specifications or Implementations;
- (i) Resolve issues related to Contributions, Draft Specifications, Draft Implementations, the scope of Subcommittees and other matters that are brought forward to the Board by Committees or Subcommittees;
- (j) Establish and dissolve the Advisory Council pursuant to Article 7;
- (k) Consider for approval or rejection any public statement, press release or similar public materials concerning the business and technical activities of the Organization prior to making such materials public;
- (l) Consider for approval or rejection the Organization's annual budget as submitted by the Operations Committee in accordance with Article 6. If the annual budget is not

approved at the start of each calendar year, the Organization shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;

(m) Establish annual dues for the various classes of Members and determine the rights, privileges and obligations for each class of Member not otherwise stated in these Bylaws;

(n) Make a yearly evaluation of the Organization's fulfillment of its purpose and the need to continue the existence of the Organization going forward;

(o) Establish or revise membership classes and the rights and privileges of the various classes of Members;

(p) Adopt and modify the Bylaws;

(q) Adopt procedures to govern operations of Committees and Subcommittees as set forth in Article 6;

(r) Adopt and modify the Membership Agreement and its Attachments (subject to Articles 6 and 7);

(s) Have the right to withdraw from the ISTO, or otherwise terminate the Organization's agreement with the ISTO and define an alternative organizational structure; and

(t) Other responsibilities as approved by the Board.

(u) Ensure secretariat functions are sufficiently staffed, supported and performed.

SECTION 4.4 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS

(a) Qualification

Directors shall be employees of a Founder or Sponsor. No Founder or Sponsor may have more than one (1) representative elected to the Board. At the first time that a Founder or Sponsor representative is seated on the Board, and annually thereafter, as of the date of the Annual Meeting of the Organization and as a condition of its representative assuming his or her seat on the Board, that Founder or Sponsor shall pay to the Organization a fee then in effect as established by the Board.

(b) Alternates

Each Founder or Sponsor represented on the Board may also appoint an alternate representative to serve on the Board on a temporary basis should its elected representative become unavailable. A represented Founder or Sponsor must provide written notice to the Board of its choice of alternate. Even if an elected representative to the Board is present, that Director's alternate representative may also attend meetings of the Board, but in a nonvoting capacity. A represented Founder or Sponsor, by providing

written notice to the Board, may replace that Founder or Sponsor's elected representative to the Board at any time either with its designated alternate representative or another designated representative of the Founder or Sponsor.

(c) Term; Renewal; Vote of No-Confidence

Each Founder shall have a permanent seat on the Board. Such will not require renewal as long as the Founder remains in Good Standing pursuant to Section 4.17.

Open seats on the Board, if any (up to the maximum permitted under Section 4.1), shall be filled from among the Sponsors. Each Sponsor has the right to nominate a representative for election to the Board. If elected, such Sponsor representative shall be subject to re-election every two years, until such time as (i) the Sponsor ceases to be Member of the Organization, or (ii) such representative ceases to be an employee of the Sponsor, fails to be re-elected, resigns from the Board, or dies.

Any Board member may call for a special vote of no-confidence concerning any representative of a Board member. Such vote of no-confidence shall be taken as soon as possible after the request. If the Board approves a vote of no-confidence regarding a Founder or Sponsor Board representative, that Board member shall immediately withdraw its representative from the Board and replace such person with another representative. This special vote of no-confidence provision shall not become effective and applicable until one (1) year after the establishment of the Organization.

(d) Nomination and Election

Any open positions for established seats on the Board shall be filled via election by the Board.

Sponsors wishing to have a representative nominated for the Board must provide written notice of the same to the Secretary not later than thirty (30) days prior to the annual meeting of the Board. The notice shall also include evidence of and that: (i) the Sponsor possesses and will contribute sufficient technical and marketing resources to invest in the Organization's activities; and (ii) the Sponsor is committed to the purpose of this Organization.

At such time as all nominees for the Directors are known, but in no event later than the date specified for notice of the Annual Meeting of the Board, the Executive Director shall provide each of the Directors with a written slate containing the names of all nominees. Voting for the election of the Directors shall be exclusively by written ballot received by the Executive Director seven (7) days prior to the annual meeting of the Board. Each Director may cast one (1) vote per open Director's seat. The candidates receiving the highest number of votes (and receiving the affirmative vote of at least a majority of the Board) shall be elected, up to the number of Directors to be elected.

In the event of a tie between two (2) or more Sponsors seeking election to the Board, then the current members of the Board shall vote to determine the winner, with any subsequent tie to be decided by the Chairman.

SECTION 4.5 COMPENSATION

Directors shall serve without compensation by the Organization.

Nothing contained herein shall be construed to preclude any Director from serving the Organization in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefrom so long as such compensation is approved by two-thirds (2/3) of the disinterested Directors. As used herein, the term "disinterested Directors" shall mean Directors not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

SECTION 4.6 PLACE OF MEETINGS

Board meetings shall be held at places and times as may be approved by the Board. Meetings may be held in person or by any combination of audio, teleconferencing, or videoconferencing techniques, so long as all persons participating in such meeting can hear one another during such meeting.

SECTION 4.7 ANNUAL MEETING AND REGULAR MEETINGS

The Annual Meeting of the Board shall be held each calendar year, the time and place of which shall be determined by the Board, for the transaction of any business placed on the agenda by the Board. The appointment of the new members of the Board, if any, shall be completed at or before such annual meeting.

The Board will hold Regular Meetings at least six (6) times a year. The time and place of Regular Meetings will be determined by the Board.

Notice of the Annual Meeting and Regular Meetings shall be sent by the Executive Director to each Director at least 30 days in advance of the day specified for the meeting. The Board may invite any other person to such meeting as it deems necessary and appropriate.

SECTION 4.8 SPECIAL MEETINGS

Special Meetings of the Board may be called at any time by the Executive Director, the Chairman of the Board, or by two-thirds (2/3) of the Board. The Executive Director of the Organization shall give at least fourteen (14) days prior notice of a Special Meeting to each Director.

SECTION 4.9 NOTICE OF MEETINGS

The Executive Director will provide notice of all Board meetings via electronic mail to the Director at the electronic mail address as it appears on the records of the Organization. The notice will identify the day, time and place of the meeting, the purpose or agenda for the meeting, and all potential actions to be undertaken by the Board at the meeting.

SECTION 4.10 QUORUM FOR MEETINGS

A Quorum shall be present at any meeting either in person, by telephone, or by such other means as may be prescribed by the Board or these Bylaws in order for the Board to transact business at such meeting. In the absence of a continued Quorum at any meeting of the Board already in progress, a majority of the Directors present may adjourn the meeting.

SECTION 4.11 BOARD ACTION

Unless these Bylaws or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon the affirmative vote of two-thirds (2/3) of the Directors represented at a Board meeting at which a Quorum is present is the act of the Board.

Each Director shall have one (1) vote on each matter submitted to a vote by the Board. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, or by electronic ballot if held by electronic means, unless otherwise required.

SECTION 4.12 CHAIRMAN OF THE BOARD

For the first two (2) years from the date of the first Annual Meeting of the Board, the Chairman of the Board shall be IBM's representative on the Board. At each Annual Meeting thereafter of the Board, the members of the Board shall elect from among the Directors a Chairman of the Board.

SECTION 4.13 ORGANIZATION

Meetings of the Board shall be presided over by the Chairman of the Board or in his or her absence, by an acting Chairman approved by the Board. The Secretary of the Organization, or if the Secretary shall be absent from any such meeting, any person appointed by the Chairman or acting Chairman, shall act as secretary of all meetings of the Board and keep the minutes thereof.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with these Bylaws, or with provisions of law.

SECTION 4.14 BOARD ACTIONS WITHOUT A MEETING

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if two-thirds (2/3) of the members of the Board consent in writing or by electronic transmission.

SECTION 4.15 VACANCIES; RESIGNATIONS

Any Director may resign effective upon giving written notice to the Secretary, with copy to the Executive Director or the Chairman of the Board.

The Member employing the resigning or removed Director may replace that Director with its alternate representative pursuant to section 4.4b or another representative by providing the Executive Director with written notice of the same within fourteen (14) days after the effective date of the Director's resignation, termination or removal. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the Director's employment with the Member is for any reason terminated. A person appointed to fill a vacancy on the Board shall hold office until the end of the term of the individual being replaced or until his or her death, resignation or removal from office.

If the Member who has the right under this Section 4.15 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Member employing the Director has terminated its membership as a Founder or Sponsor in the Organization, the vacancy shall not be refilled until the next Annual Meeting of the Directors.

SECTION 4.16 NONLIABILITY OF DIRECTORS

Directors and Members with an employee serving as a Director shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

SECTION 4.17 GOOD STANDING

A member of the Board shall be deemed to be in Good Standing, and thus eligible to vote on issues coming before the Board, if the member's representative or alternate representative has attended (in person or telephonically) a minimum of two (2) of the last four (4) Board meetings (if there have been at least four meetings), unless such absence has been approved by the Executive Director in his or her reasonable discretion.

SECTION 4.18 VOTING MEMBER OF ISTO

All Directors shall be voting members of ISTO unless the Board takes action to remove the Organization from the ISTO. The Board shall establish a process periodically to elect a representative to serve on the ISTO nominating committee on behalf of the Organization.

ARTICLE 5: OFFICERS

SECTION 5.1 DESIGNATION OF OFFICERS

The officers of the Organization shall include a Secretary, a Treasurer and an Executive Director. The Organization may also have such other officers with such titles as may be determined from time to time by the Board of Directors.

SECTION 5.2 ELECTION AND TERM OF OFFICE

Officers shall be elected from time to time by the Board and each officer shall hold office until he or she dies, resigns, or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 5.3 REMOVAL AND RESIGNATION

The Board may remove any officer from his or her elected office, either with or without cause, at any time. An officer who is also an employee of a Founder or Sponsor shall automatically be removed if the employer of the officer terminates its membership in the Organization or if the representative ceases to be an employee of the Member. Any officer may resign at any time by giving written notice to the Secretary with a copy to the Chairman of the Board of the Organization. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 5.3 shall be superseded by any conflicting terms of a contract that has been approved by the Board of Directors relating to the employment of any officer of the Organization.

SECTION 5.4 VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board. In the event of a vacancy in any office, such vacancy may be filled temporarily by appointment by the Chairman until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 5.5 EXECUTIVE DIRECTOR

The Board may appoint an Executive Director to manage the business affairs of the Organization on a daily basis. The Executive Director shall report to the Board and shall be subject to the oversight of the Board. The Executive Director of the Organization shall perform such undertakings as are necessary to manage the daily needs of the Organization, including:

- (a) Schedule and set up meetings.

- (b) Facilitate communication between Members.
- (c) Act as the liaison to other consortia or associations with which the Organization may choose to associate.
- (d) Provide Members with timely minutes, summaries and other reports with respect to the activities of the Organization as may be prepared by the Secretary or the Executive Director.
- (e) Receive and process Membership Agreements and execute them on behalf of the Organization.
- (f) In general, perform all duties incident to the office of Executive Director and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.
- (g) The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the Organization, and ensures compliance with terms and conditions of this Agreement.

SECTION 5.6 DUTIES OF SECRETARY

The Secretary shall:

- (a) Certify and keep at the principal office of the Organization the original, or a copy, of these Bylaws as amended or otherwise altered to date.
- (b) Keep at the principal office of the Organization or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots.
- (c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.
- (d) Be custodian of the records of the Organization.
- (e) Keep at the principal office of the Organization a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
- (f) Exhibit at all reasonable times to any Member of the Organization, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the

minutes of the proceedings, including Board Minutes, of the Members of the Organization.

(g) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

SECTION 5.7 DUTIES OF TREASURER

The Treasurer shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the Organization, and deposit all such funds in the name of the Organization in such banks, trust companies, or other depositories as shall be selected by the Board.

(b) Receive, and give receipt for, monies due and payable to the Organization from any source whatsoever.

(c) Disburse or cause to be disbursed, the funds of the Organization as may be directed by the Board, taking proper vouchers for such disbursements.

(d) Keep and maintain adequate and correct accounts of the Organization's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(f) Exhibit at all reasonable times the books of account and financial records to any Director of the Organization, or to his or her agent or attorney, on request therefore.

(g) Render to the Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Organization.

(h) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

(i) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

SECTION 5.8 COMPENSATION

The officers shall serve without compensation by the Organization, unless the Board authorizes compensation.

SECTION 5.9 NONLIABILITY OF OFFICERS

Officers and Members with an employee serving as an Officer shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

ARTICLE 6: COMMITTEES AND SUBCOMMITTEES

SECTION 6.1 GENERAL

The Board shall designate the following Committees: Technical Committee; Operations Committee and Marketing Committee. The Organization shall have additional Committees as may from time to time be approved by the Board.

The Organization shall have such Subcommittees as may from time to time be approved for formation by the Board. Subcommittees may be formed to support the efforts of the Committees. Subcommittee activities will include but are not limited to the development and submission of Draft Specifications and Draft Implementations, certifying compliance with Specifications and Implementations, and development and execution of Committee specific tasks such as event planning, budget planning, and member recruitment.

Meetings and actions of Committees shall be governed by, noticed and held in accordance with written Committee procedures to be approved by the Board (hereinafter "Committee Procedures"), which shall apply to all Committees. The Board may from time to time amend such Committee Procedures. Upon formation, a Committee, may, through its chairperson, propose specific procedures to govern that particular Committee (hereinafter "Specific Committee Procedures"). Upon formation, a Subcommittee may, through its chairperson, propose specific procedures to govern such Subcommittee (hereinafter "Specific Subcommittee Procedures"). Proposed Specific Committee Procedures and proposed Specific Subcommittee Procedures are subject to approval by the Board. Specific Committee Procedures and Specific Subcommittee Procedures approved by the Board, but not otherwise incorporated into the general Committee Procedures adopted by the Board, shall apply only to the Committee and Subcommittee proposing such procedures.

SECTION 6.2 TECHNICAL COMMITTEE:

a.) Technical Committee – General

The Technical Committee shall be responsible for forming and supervising technical Subcommittees that develop Draft Specifications and Draft Implementations. The Technical Committee shall evaluate such Draft Specifications and Draft Implementations for submission to the Board for approval and also shall be responsible for resolving disputes among technical Subcommittee members and between technical Subcommittees, including, but not limited to, disputes related to the technical scope of Subcommittees. Neither the Technical Committee nor any technical Subcommittees shall make any recommendations concerning the Power Architecture ISA or be formed for the purpose of making such recommendations.

The Technical Committee shall consist of at least one (1) representative of a member of the Board of Directors, and such other officers or individual representatives of Founders, Sponsors or Participants as may be approved by the Board.

b.) Technical Subcommittee – Formation

- i) One or more Founders, Sponsors or Participants (“Proposing Members”) may make a concept proposal to the Technical Committee to form a technical Subcommittee. A concept proposal should be a brief presentation or document that describes the purpose of the proposed technical subcommittee and why Power.org members would benefit from the initiative.

Upon receiving such a concept proposal, the Technical Committee shall form a Subcommittee technical scope definition workgroup (“Scope Workgroup”) to develop a detailed definition of the technical scope of the proposed Subcommittee (“Scope Proposal”). The Scope Workgroup must consist of at least three Founders, Sponsors, or Participants that support forming the proposed technical Subcommittee and who intend to join such technical Subcommittee at formation. The Scope Proposal content shall be in accordance with the Technical Committee Policies and Procedures and shall be provided to the Technical Committee when complete with a general goal of completing the Scope Proposal within sixty (60) days of Scope Workgroup formation.

- ii) Upon receipt of the Scope Proposal, the Technical Committee shall, within 30 days, approve, modify, or reject the Scope Proposal. Such approval or modification shall be accomplished in accordance with the Technical Committee voting policy and procedures.
- iii) The Technical Committee will provide the approved Scope Proposal to the Board and to all Founders, Sponsors, and Participants for review and comment. All Founders, Sponsors and Participants must submit any comments to the Technical Committee within the reasonable time period specified by the Technical Committee Chairman from the date the Scope Proposal is distributed by the Technical Committee. The Scope Workgroup shall summarize any comments received and then review the comments and any proposed Scope Proposal changes with the Technical Committee Chair. The Chair shall decide whether any further reviews or Technical Committee votes are necessary and make a decision regarding technical Subcommittee formation recommendation to the Board. The Chair shall inform the Technical Committee of such decision and recommendation.
- iv) Upon receipt of the Technical Committee recommendation and summary of relevant Founder, Sponsor and Participant comments, the Board shall vote whether to approve the formation of the technical Subcommittee.

- v) Upon approval by the Board, the Technical Committee Chair shall notify all Founders, Sponsors and Participants of the newly formed technical Subcommittee and its detailed scope of work, and invite their participation. All Founders, Sponsors and Participants that join or make a Contribution to a technical Subcommittee shall be bound by the Subcommittee Intellectual Property Rights Policy applicable to that technical Subcommittee. Membership and participation in a technical Subcommittee shall be limited to Founders, Sponsors, Participants and Developers which have executed the Power.org Developer Participation Addendum (“Participating Developers”). Non-Participating Developers shall be entitled to view all Contributions, Draft Specifications and Draft Implementations of a technical Subcommittee that are submitted to the Technical Committee and approved by the Technical Committee in accordance with section 6.2.d, but shall not be entitled to make Contributions, or participate in the development or adoption of Draft Specifications or Draft Implementations, except as provided in this Section 6.2.d.

c.) Technical Subcommittee Process

- i) The Technical Committee shall supervise the ongoing work of the technical Subcommittees.
- ii) The technical Subcommittees shall receive Contributions from Subcommittee members and distribute such Contributions to other members of that Subcommittee for consideration. Contributions to a Subcommittee shall be licensed to all Founders, Sponsors, and Participants pursuant to the Subcommittee Intellectual Property Rights Policy for that Subcommittee. The technical Subcommittee will be responsible for implementing a process to create meeting minutes or other contemporaneous written records to identify all Contributions, the contributor, and any disclosed Necessary Claims that relate to Contributions, Draft Specifications, or Draft Implementations.
- iii) The technical Committee shall post all Contributions, Draft Specifications and Draft Implementations to a location where they may be viewed by all Members.
- iv) The Technical Committee will be responsible for receiving and reviewing all Draft Specifications and Draft Implementations created by the technical Subcommittees that are proposed for approval by the Board.
- v) The Technical Committee will be responsible for maintaining and publishing to all Members a current list of all technical Subcommittees, including the chairman, Subcommittee members, Subcommittee Intellectual Property Rights Policy, and a detailed definition of the technical scope of the Subcommittee, including any Draft Specifications or Draft Implementations.

d.) Technical Committee and Member Review of Draft Specifications and Draft Implementations

- i) Upon receipt of a Draft Specification or Draft Implementation, the Technical Committee shall, within fourteen (14) days, make a preliminary assessment of the Draft Specification or Draft Implementation, including, but not limited to, whether the Draft Specification or Draft Implementation conforms to the approved technical scope of the Subcommittee. Approval shall be in accordance with Technical Committee's voting policies and procedures, but shall not be less than a majority of the Technical Committee members.
- ii) Upon approval, the Technical Committee will distribute the Draft Specification or Draft Implementation to all Members for review and comment.
- iii) The Members shall use commercially reasonable efforts to disclose, in writing to the Technical Committee, the existence of any claims of any of its patents or patent applications that may be Necessary Claims that are personally known to the representative acting on behalf of such Member with respect to the Organization. Such disclosure must occur within forty-five (45) days of the distribution of the Draft Specification or Draft Implementation by the individual acting on behalf of the Member. The disclosure should also include information known to the representative of the Member including: patent owner; patent number and claims; publication number for published patent applications; and for non-published patent applications, the affected portions of the Draft Specification or Draft Implementation. With respect to unpublished patent applications, the individuals acting on behalf of Member shall be obligated to disclose the existence of the unpublished application and identify the area of the Draft Specification or Draft Implementation where the patent may apply, if issued. When such application is published, the individuals acting on behalf of Member shall update its disclosure with additional specific information concerning the potential Necessary Claim. Members (collectively or individually) or their representatives are not obligated to perform or conduct patent searches. Members may also disclose any other known intellectual property encumbrances and any related prior art information.
- iv) If any Founder, Sponsor, or Participant Member objects to the Draft Specification or Draft Implementation as exceeding the approved technical scope of the Subcommittee, that Member may provide such objection to the Technical Committee. The Technical Committee shall provide a decision to that Member within twenty (20) days of receipt of the objection. If the objecting Member does not agree with the Technical Committee decision, the objecting member may appeal to the Board. The Board shall rule on such appeal within twenty (20) days of its receipt of the appeal.

- v) The originating technical Subcommittee will consolidate and consider the comments received from all Members and will then prepare a final Draft Specification or final Draft Implementation for submission to the Technical Committee. The technical Subcommittee shall review the comments and any proposed changes incorporated into the final Draft Specification or final Draft Implementation resulting from Member comments or intellectual property disclosures with the Technical Committee and highlight any proposed changes made to address intellectual property disclosures.
- vi) The Technical Committee will review the final Draft Specification or final Draft Implementation, along with any disclosed Necessary Claims, Member comments, and other information provided by the Members to determine whether there are any known or identified intellectual property claims that could impede adoption of the final Draft Specification or final Draft Implementation. Should the final draft involve any intellectual property changes resulting from member review comments, the Technical Committee Chair will highlight those changes and ask member companies to reassess the changes for necessary claims disclosure per the requirements of section 6.2.d.iii and distribute the final Draft Specification or final Draft Implementation for incremental review. Such disclosure must occur within twenty days (20) days of the distribution of the final Draft Specification or final Draft Implementation for this incremental review of the final Draft Specification or final Draft Implementation by the individual acting on behalf of the Member. If there are no content changes involving patents or after all disclosure reviews are complete, then the Technical Committee Chair may proceed to request Technical Committee approval. Upon Technical Committee approval of the final Draft Specification or final Draft Implementation, the Technical Committee Chair may proceed to request Board approval.

e.) Board Approval of Draft

- i) The final Draft Specification or final Draft Implementation, and any identified Necessary Claims and other disclosed information shall be submitted to the Board for approval. The Board shall consider the quality of the Draft Specification or Draft Implementation and its conformance with the stated purpose of the Organization and approved technical scope of the Subcommittee. The Board, when considering approval of a Draft Specification or Draft Implementation that is subject to a Necessary Claim, may consider all disclosed information regarding the Necessary Claims, and the importance of the function in the Draft Specification or Draft Implementation subject to the Necessary Claims.
- ii) Upon approval of a Draft Specification or Draft Implementation by the Board, the technical Subcommittee will create the Specification or Implementation, which will be disseminated to the Members of the Organization. When the

Specification or Implementation is subject to a Necessary Claim, the technical Subcommittee shall place a notation on the Specification, Implementation, or related documentation, indicating the existence of a Necessary Claim. This notation will include the patent number, if available, the publication number for patent applications that have been published, and the owner of the Necessary Claims.

- iii) The Board will be responsible for implementing a process to record all Specifications and Implementations, the applicable Subcommittee Intellectual Rights Policy, any notations indicating the existence of a Necessary Claim, and the members of the relevant technical Subcommittee.

f.) Technical Subcommittee – Scope Modification or Renewal

- i) The technical Subcommittee may submit a recommendation to the Technical Committee to modify the existing scope of work of the technical Subcommittee or to renew the technical Subcommittee based on an updated technical scope of work. The recommendation will set forth a detailed definition of the proposed modification of the technical scope of the current Subcommittee Draft Specifications and Draft Implementations or a detailed definition of the proposed updated technical scope of the Subcommittee, including any proposed additional Subcommittee Draft Specifications and Draft Implementations. Recommendations to renew a technical Subcommittee also will include the proposed updated schedule, chairperson, and anticipated outputs of the Subcommittee. A change to the Subcommittee Intellectual Property Rights Policy will require the technical Subcommittee to be dissolved and re-formed pursuant to the procedure in section 6.2(b).
- ii) The Technical Committee shall within thirty (30) days from receipt of the recommendation approve, modify or reject the recommendation. Such approval shall be in accordance with Technical Committee's voting policies and procedures.
- iii) The Technical Committee will provide the approved scope modification or renewal recommendation to the Board and to all Founders, Sponsors, and Participants for review and comment. All Founders, Sponsors and Participants must submit any comments to the Technical Committee within thirty (30) days of the date the scope modification or renewal recommendation is distributed by the Technical Committee. The Technical Committee shall have fourteen (14) days to summarize any comments received and to make a recommendation to the Board.
- iv) Within twenty (20) days of receiving the Technical Committee recommendation and summary of Founder, Sponsor and Participant comments, the Board shall vote whether to approve the scope modification or renewal recommendation.

- v) Upon approval by the Board, the Technical Committee shall notify all Founders, Sponsors and Participants of the modified scope of the technical Subcommittee, or the renewal of the technical Subcommittee and a description of the updated scope of work, and invite their participation. All Founders, Sponsors and Participants that join a technical Subcommittee shall be bound by the Subcommittee Intellectual Property Rights Policy applicable to that technical Subcommittee.

SECTION 6.3 MARKETING COMMITTEE:

The Marketing Committee shall be responsible for coordinating and approving all marketing, promotion, advertising and like programs to be carried out under the auspices of the Organization. The Marketing Committee shall consist of at least one (1) representative of a member of the Board and a minimum of five Members appointed by the Board, which shall include at least one Sponsor. The Executive Director shall be an ex officio member of the Marketing Committee. All output of the Marketing Committee, including, but not limited to printed advertisements, brochures, white papers, electronic advertisements, seminars, conferences, and similar output are subject to Board approval.

SECTION 6.4 OPERATIONS COMMITTEE:

The Operations Committee shall be responsible for the financial operations of the Organization, including the creation of a financial plan designed to ensure the long term financial viability of the Organization (hereinafter "Budget"). All output, including proposed Budgets, financial documents, accounting and auditing procedures and the like will be approved by the Board. The Operations Committee shall be responsible for creating an annual Budget, recommending the adoption of a reserve fund policy, and monitoring and recommending changes to the reserve fund balance for presentation to and adoption by the Board. The Operations Committee shall be responsible for monitoring the financial status of the Organization and for causing audits to be conducted of its finances from time to time. The Operations Committee shall consist of one or more Directors, the Executive Director, the Treasurer and Sponsors appointed by the Board.

SECTION 6.5 ADDITIONAL STANDING OR TEMPORARY COMMITTEES.

Additional standing or temporary Committees, consisting of one or more Directors, Founders or Sponsors, may be formed by the Board from time to time. These standing or temporary Committees will address various topics, as determined by the Board that are not covered by existing Committees.

SECTION 6.6 COMPOSITION OF COMMITTEES AND SUBCOMMITTEES

The Board may, from time to time, develop and publish objective minimum standards for membership in a Committee or Subcommittee.

SECTION 6.7 RECORD OF ACTIVITIES

The Committee or Subcommittee shall elect a secretary or other person to document and record the activities of the Committee or Subcommittee, such as meeting minutes, recommendations to the Board, proposals for Specific Subcommittee Procedures, and Specific Committee Procedures.

SECTION 6.8 MEETINGS

Each Committee or Subcommittee shall hold regular meetings on a schedule as determined by such Committee or Subcommittee. The noticing of meetings of the Committee or Subcommittee and the governance thereof shall be subject to the Specific Committee Procedures or Specific Subcommittee Procedures approved by the Board.

SECTION 6.9 REMOVAL FROM COMMITTEE OR SUBCOMMITTEE

A Member may be removed from a Committee or Subcommittee due to lack of participation, or other activity that demonstrates a lack of interest in the direction, purpose or goals of the Committee, Subcommittee or the Organization. Removal of a Committee or Subcommittee Member under the Specific Committee Procedures or Specific Subcommittee Procedures shall be subject to approval of the Board. The rights and obligations of such removed Subcommittee Member shall be as set forth in the Membership Agreement.

SECTION 6.10 WITHDRAWAL FROM COMMITTEE OR SUBCOMMITTEE

A Member may withdraw from a Committee or Subcommittee at any time. Written notification shall be submitted to the chairperson or the Committee or Subcommittee from which the Member wishes to withdraw. Upon receipt of the notification, the Committee or Subcommittee chairperson shall strike the Member from the role and send notification of the Member withdrawal to other Committee or Subcommittee Members and the Board. The rights and obligations of such withdrawing Subcommittee Member shall be as set forth in the Membership Agreement.

ARTICLE 7: POWER ARCHITECTURE ADVISORY COUNCIL

SECTION 7.1 MEMBERSHIP

IBM is a permanent member of the Advisory Council and shall serve as chair of the Advisory Council on a permanent basis, until such time as the Advisory Council is dissolved. IBM's participation on the Advisory Council is required for continued existence of the Advisory Council.

Membership on the Advisory Council is open to Founders and Sponsors who meet the criteria for Advisory Council membership (as set forth below) and have executed Attachment 3 of the Membership Agreement.

In order to qualify as an Advisory Council Member, a Founder or Sponsor must, during their period of membership on the Advisory Council, be a Member of the Organization in good standing, and meet all the following criteria:

- (i) it is a manufacturer of Fully ISA Compliant Power Architecture microprocessors or systems based on Fully ISA Compliant Power Architecture processors, or has otherwise demonstrated a commitment to distribute products that implement, are Fully ISA Compliant with or otherwise leverage Power Architecture technology; and
- (ii) it is an Authorized Licensee; and
- (iii) it has one or more current patent license agreements with IBM by which Advisory Council Member and IBM have licensed each other to make, have made, use, and sell products that implement the Power Architecture ISA, and products that incorporate such implementations; and
- (iv) it has an appropriate United States export authorization, as determined by IBM, to receive transfers of information related to the Power Architecture ISA, including but not limited to information related to microprocessors or computers based on the Power Architecture ISA.

Membership on the Advisory Council is subject to IBM's sole discretion.

SECTION 7.2 PURPOSE OF ADVISORY COUNCIL

The limited purpose of the Advisory Council is to meet to discuss ISA Contributions by Advisory Council Members to the Power Architecture ISA, discuss Non-Council Member ISA Contributions, and to vote on whether to make recommendations to IBM regarding such ISA Contributions and Non-Council Member ISA Contributions. IBM retains the sole right to determine whether or not to incorporate such ISA Contributions or Non-Council Member ISA Contributions into the Power Architecture ISA, and such determination shall not be subject to the Bylaws or the Membership Agreement. In no event shall IBM be liable for any damages related to IBM's acceptance or rejection of any recommendation of the Advisory Council, or IBM's determination whether or not to incorporate an ISA Contribution or Non-Council Member ISA Contribution into the Power Architecture ISA. No rights in or to the Power Architecture ISA are conveyed by IBM to the Organization or its Members under the Bylaws or the Membership Agreement.

SECTION 7.3 CHANGES TO BYLAWS OR MEMBERSHIP AGREEMENT APPLICABLE TO ADVISORY COUNCIL; DISSOLUTION

Notwithstanding anything to the contrary in the Bylaws or the Membership Agreement, any changes to the provisions of these Bylaws or the Membership Agreement as they relate to the Advisory Council, as well as dissolution of the Advisory Council, must be approved by IBM.

In the case of dissolution of the Advisory Council or of the Organization, the rights and obligations of Advisory Council Members shall be as set forth in the Membership Agreement.

SECTION 7.4 WITHDRAWAL AND TERMINATION

Withdrawal of an Advisory Council Member from the Organization constitutes a withdrawal from the Advisory Council. An Advisory Council Member may withdraw from the Advisory Council upon thirty (30) days prior written notice to the Secretary of the Organization. The rights and obligations of such withdrawing Advisory Council Member shall be as set forth in the Membership Agreement.

An Advisory Council Member shall be terminated from membership on the Advisory Council if it fails at any time to meet the membership criteria in section 7.1. The rights and obligations of such terminated Advisory Council Member shall be as set forth in the Membership Agreement.

SECTION 7.5 REPRESENTATIVES

Each Advisory Council Member shall appoint a voting representative to the Advisory Council. Advisory Council Members (on behalf of themselves and their Subsidiaries) may not have more than one (1) voting representative on the Advisory Council. A second, non-voting representative of an Advisory Council Member may attend Advisory Council Meetings on a periodic basis. All such representatives shall be employees of the Advisory Council Member.

SECTION 7.6 MEETINGS

Advisory Council meetings shall be held at such place and such time as may be agreed to by a majority of the Advisory Council, and shall occur no less frequently than twice per calendar year, including at least one face-to-face meeting. Except for the face-to-face meeting, meetings may be held in person or by any combination of audio, teleconferencing, or videoconferencing techniques, so long as all people participating in such meeting can hear one another during such meeting.

Meetings of the Advisory Council shall be presided over by the chair of the Advisory Council. Meetings shall be governed by such procedures as may be approved from time to time by an affirmative vote of two-thirds (2/3) of the Advisory Council Members and chair, insofar as such rules are not inconsistent with or in conflict with

these Bylaws or with provisions of law.

SECTION 7.7 ADVISORY COUNCIL PROPOSALS AND RECOMMENDATIONS

The chair of the Advisory Council may call for a vote of the Advisory Council Members in order to determine whether to make a recommendation to IBM regarding ISA Contributions submitted by an Advisory Council Member(s) or Non-Council Member ISA Contributions submitted by a Non-Council Member(s). A recommendation may be submitted to IBM upon an affirmative vote of two-thirds (2/3) of the Advisory Council Members.

Each Advisory Council Member shall have one (1) vote on each matter submitted to a vote by the Advisory Council. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing, or teleconferencing, or by electronic ballot if held by electronic means, unless otherwise required.

SECTION 7.8 NON-COUNCIL MEMBER LIMITED ATTENDANCE AT ADVISORY COUNCIL MEETINGS

A Non-Council Member may submit a written request to the chairman of the Advisory Council to attend limited meetings of the Advisory Council. The chairman shall consider such attendance requests with reasonable promptness; provided, however, that such request must be received more than fifteen (15) days prior to the Advisory Council meeting for which such attendance is requested.

In order to be considered for attendance at an Advisory Council meeting, a Non-Council Member must currently be a manufacturer of Fully ISA Compliant Power Architecture microprocessors or systems based on Fully ISA Compliant Power Architecture processors, or otherwise demonstrate a commitment to distribute products that implement, are Fully ISA Compliant with or otherwise leverage Power Architecture technology. In addition, the Non-Council Member must have an appropriate United States export authorization, as determined by IBM, to receive transfers of information related to the Power Architecture ISA, including but not limited to information related to microprocessors or computers based on the Power Architecture ISA.

A Non-Council Member may attend a meeting of the Advisory Council only upon receiving the specific written invitation of the chairman of the Advisory Council, which permission may be granted or denied at the chairman's sole discretion. A Non-Council Member may not attend more than two (2) Advisory Council meetings within a twelve (12) month period.

Prior to attending an Advisory Council Meeting, the Non-Council Member must execute the Agreement for Limited Attendance at Power Architecture Advisory Council Meetings, attached to these Bylaws as Exhibit 1.

ARTICLE 8: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 8.1 EXECUTION OF INSTRUMENTS

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Organization to enter into or sign any contract, bill, note, receipt, acceptance, endorsement, check, release, document, or to execute and deliver any instrument in the name of and on behalf of the Organization, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Organization by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 8.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Organization with a value of less than Fifty Thousand Dollars (\$50,000) cumulative in any quarterly period may be signed by the Chairman, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (\$50,000) shall require a special resolution of the Board.

SECTION 8.3 DEPOSITS

All funds of the Organization shall be deposited from time to time to the credit of the Organization in such banks, trust companies, or other depositories as the Board may select.

ARTICLE 9: RECORDS AND REPORTS

SECTION 9.1 MAINTENANCE OF RECORDS

The Organization shall keep at its principal office:

- (a) Minutes of all meetings of the Board, all meetings of Committees, all meetings of Subcommittees, and all meetings of Members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(c) A record of its Members, indicating their names and addresses and, if applicable, the class of membership held by each Member and the effective date and termination date, if applicable, of any membership;

(d) A copy of the Organization's Bylaws and Membership Agreement as amended to date;

(e) a record of all Specifications and Implementations, the applicable Subcommittee Intellectual Rights Policy, any notations indicating the existence of a Necessary Claim, and the members of the relevant technical Subcommittee; and

(f) a record of all technical Subcommittees, including the chairman, Subcommittee members, Subcommittee Intellectual Property Rights Policy, and a detailed definition of the technical scope of the Subcommittee.

The foregoing records shall be open to inspection by the Members of the Organization at all reasonable times during office hours.

SECTION 9.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Organization and shall have such other rights to inspect the books, records and properties of this Organization as may be required under the Bylaws and provisions of law.

SECTION 9.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 9 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 9.4 PERIODIC REPORT

The Board shall cause any annual or periodic report to be so prepared and delivered within the time limits set by the Board.

ARTICLE 10: AMENDMENT OF BYLAWS OR MEMBERSHIP AGREEMENT

Except where otherwise provided for in individual Articles herein, these Bylaws and any Attachments, the Membership Agreement and any Attachments, or any of them, may only be altered, amended, or repealed, and new Bylaws or Membership Agreement terms adopted, upon unanimous approval of the Board. Amendment of these Bylaws

shall also be subject to approval by the Board of Directors of ISTO.

ARTICLE 11: SEPARABILITY

In case any provision in these Bylaws shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 12: MEMBERSHIP PROVISIONS

SECTION 12.1 DETERMINATION, RIGHTS AND OBLIGATIONS OF MEMBERS

The Organization shall have such classes of membership as set forth by Article 14. No Member shall hold more than one (1) membership in the Organization. A Member and any of its Subsidiaries that are Members shall be deemed one (1) Member.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the Members of the Organization, access to Contributions, Draft Specifications, Draft Implementations, Specifications, Implementations, and other documents as may be approved by the Board, and access to the general Member portions of the Organization's web site.

All Members must abide by the Bylaws of the Organization, the Membership Agreement, any policies, guidelines or procedures adopted by the Board, the Bylaws of the ISTO, the Participant Program Agreement between the Organization and the ISTO, and the policies and procedures of the ISTO. Members will cooperate with ISTO in the performance of any program support provided by ISTO under such Participant Program Agreement.

SECTION 12.2 QUALIFICATIONS FOR MEMBERSHIP

The qualifications for membership in this Organization are as follows:

Any Person supportive of the Organization's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and who meets the membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues applicable to its membership classification.

SECTION 12.3 ADMISSION TO MEMBERSHIP

Applicants qualified under Section 12.2, above, shall be admitted to membership upon affirmation of the Bylaws, the execution of a Membership Agreement and any

relevant Attachments, payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval of the Board of Directors.

SECTION 12.4 FEES AND DUES

The annual dues payable to the Organization by each class of Members shall be established and may be changed from time to time by resolution of the Board. Initial dues shall be due and payable upon the Member's execution of the Membership Agreement and approval by the Board. Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If any Member is ninety (90) days delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Organization until all delinquent dues are paid.

SECTION 12.5 NUMBER OF MEMBERS

There is no limit on the number of Members the Organization may admit. The Board may, however, in its sole discretion limit the number of Founders, Sponsors, Participants or Developers so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants for such membership classification.

SECTION 12.6 MEMBERSHIP ROLL

The Organization shall keep a membership roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member organization who shall serve as a primary contact for the Organization, receive all correspondence and information, and vote on all issues submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership. Membership in the Organization is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties.

SECTION 12.7 NONLIABILITY OF MEMBERS

No Member of this Organization, as such, shall be individually liable for the debts, liabilities, or obligations of the Organization.

SECTION 12.8 NONTRANSFERABILITY OF MEMBERSHIPS

A Member may not transfer, assign or sublicense any of its rights or obligations under these Bylaws or the Membership Agreement without the prior written approval of the Board, unless otherwise permitted in the Membership Agreement. A third party further may not assume any of a Member's rights or obligations under these Bylaws or the Membership Agreement incident to a Change of Control of Member, without the written consent of the Board. Any attempted transfer by a Member in violation of this Section shall be null and void.

SECTION 12.9 TERMINATION OF MEMBERSHIP

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

- a) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally, electronically mailed, or mailed to such Member by the Secretary or Executive Director of the Organization. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.
- b) Upon written notice from the Member.
- c) Upon the affirmative vote of two thirds (2/3) of the Board, when the Board determines, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures or duties of Membership herein, including the requirements for Membership as stated in Section 12.2, above, or the terms of the Membership Agreement. Termination of a Founder under this subsection (3) requires unanimous vote of the Board minus that Founder under consideration for termination.
- d) Upon a Member's dissolution.

Except as provided in the Membership Agreement, all rights of a Member in the Organization shall cease on termination of membership as herein provided. A Member terminated from the Organization shall not receive any refund of dues already paid for the current dues period.

ARTICLE 13: MEETINGS OF MEMBERS

SECTION 13.1 PLACE OF MEETINGS

Meetings of Members shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. At the discretion of the Board, meetings may be held in person or by any combination of audio, teleconferencing, or videoconferencing techniques.

SECTION 13.2 NOTICE OF MEETINGS

Unless otherwise provided by the Bylaws, or provisions of law, notice stating the place, day and hour of the Members' meeting shall be provided not less than thirty (30) days in advance thereof.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Organization.

Whenever any notice of a meeting is required to be given to any Member of this Organization under these Bylaws, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 13.3 MEMBER ACTION

Member actions and decisions shall be advisory in nature only and shall not be binding upon the Board. Each Member shall have one (1) vote on each matter submitted to a vote by the Members.

SECTION 13.4 MEMBER ACTION AT MEETINGS

Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing techniques, unless otherwise required. Results of all Board voting shall be distributed to all Members by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballot results shall be maintained with the Organization's minutes.

SECTION 13.5 ACTION BY WRITTEN BALLOT

Except as otherwise provided under Bylaws, or provisions of law, any action which may be taken at any meeting of Members may be taken without a meeting or in conjunction with a meeting if the Organization distributes a written ballot to each Member entitled to a vote.

Ballots shall be mailed or delivered in the same manner required for giving notice of membership meetings as specified in these Bylaws.

SECTION 13.6 CONDUCT OF MEETINGS

Meetings of Members shall be presided over by the Chairman of the Organization or, in his or her absence by a Board Member designated by the Board. The Secretary of the Organization shall act as Secretary of all meetings of Members. In the absence of the Secretary, the presiding officer shall appoint another person to act as Secretary for that meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with these Bylaws, or with provisions of law.

ARTICLE 14: MEMBERSHIP CLASSIFICATIONS

SECTION 14.1 FOUNDER

The Organization shall have up to a maximum of twenty (20) Founders. A Founder must be a corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. All Founders must execute a Membership Agreement and any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once unanimously approved by the Board, all Founders shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Founders shall be granted the specific additional rights stated in this Section 14.1 and shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Founders who remain in good standing are:

- (1) to be a permanent member of the Board as long as they choose and maintain good standing per the requirements of the Membership Agreement and Bylaws;
- (2) to be listed (with a hyperlink to the Founder's web site) as a Founder on the Organization's web site;
- (3) to access any and all portions of the Organization's web site and any electronic transmissions therefrom via reflector. This right includes access to any "Founders only", "Sponsors only" and "Members only" discussion groups and the Organization's mailing lists (subject to any privacy policy that the Organization may adopt);
- (4) to access "Members only" information, including but not limited to all Contributions, Draft Specifications, Draft Implementations, and internal working documents of Committees and Subcommittees on which the Founder serves;
- (5) to serve as chair of any Committee or Subcommittee subject to any procedures for that Committee or Subcommittee;
- (6) to participate in the activities of any Committee or Subcommittee subject to any procedures for that Committee or Subcommittee;
- (7) to attend and participate in compliance workshops conducted by the Organization;
- (8) to obtain technical support if such technical support is provided by the Organization;
- (9) to license Specifications and Implementations;
- (10) subject to procedures of the Board, to review and comment on Draft Specifications and Draft Implementations of the Organization prior to their adoption by the Organization;

(11) to have the preferential right of first refusal (prior to Sponsors and Participants) to actively participate in the Organization's marketing and promotional activities at trade shows and other industry events; and

(12) to be listed as a Founder in all press releases of the Organization.

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

SECTION 14.2 SPONSOR

The Organization shall have Sponsors. Admission as a Sponsor shall be open to any corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. All Sponsors must execute a Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule of Fees and Dues for Sponsors. Once approved by the Board, all Sponsors shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Sponsors shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Sponsors who remain in good standing are:

- (1) to be listed as a Sponsor on the Organization's web site;
- (2) to access the Organization's web site and any electronic transmissions therefrom via reflector. This right includes access to any "Sponsor only" and "Members only" discussion groups and the Organization's mailing lists (subject to any privacy policy that the Organization may adopt);
- (3) to access "Members only" information, including all Contributions, Draft Specifications, Draft Implementations, and internal working documents of the Committees and Subcommittees on which the Sponsor serves;
- (4) to participate in the activities any Committee or Subcommittee subject to procedures for that Committee or Subcommittee;
- (5) to lead a technical Subcommittee;
- (6) to attend and participate in compliance workshops conducted by the Organization;
- (7) to receive technical support when such services are provided by the Organization;
- (8) to license Specifications and Implementations;

(9) subject to procedures of the Board, to review and comment on Draft Specifications and Draft Implementations of the Organization prior to their adoption by the Organization; and

(10) to stand for election to an open seat on the Board.

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

SECTION 14.3 PARTICIPANT

The Organization shall have Participants. Admission as a Participant shall be open to any corporation, partnership, joint venture, trust, limited liability company, business association, governmental entity or other entity. All Participants must execute a Membership Agreement and any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for Participants. Once approved by the Board, all Participants shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Participants shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Participants who remain in good standing are:

(1) to be listed as a Member on the Organization's web site;

(2) to access the Organization's web site and any electronic transmissions therefrom via reflector. This right includes access to the "Members only" discussion groups and the Organization's mailing lists (subject to any privacy policy that the Organization may adopt);

(3) to access "Members only" information, including all Contributions, Draft Specifications, Draft Implementations, and internal working documents of the Committees and Subcommittees on which the Participant serves;

(4) to participate in the activities of Committees and Subcommittees subject to procedures for that Committee or Subcommittee;

(5) to attend and participate in compliance workshops conducted by the Organization;

(6) to license Specifications and Implementations;

(7) Subject to procedures of the Board, to review and comment on Draft Specifications and Draft Implementations of the Organization prior to their adoption by the Organization.

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

SECTION 14.4 DEVELOPER

The Organization shall have Developers. Admission as a Developer shall be open to any Person. All Developers must execute a Membership Agreement and pay the fees called for in the Schedule of Fees and Dues for Developers. Once accepted, all Developers shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Developers shall be subject to the obligations stated in the Membership Agreement.

Among other benefits specifically afforded to Developers who remain in good standing are:

- (1) to access Developer portions of the Organization's web site and any electronic transmissions therefrom via reflector. This right includes access to "Members only" discussion groups and the Organization's mailing lists (subject to any privacy policy that the Organization may adopt);
- (2) to access "Members only" information, including all Contributions, Draft Specifications, Draft Implementations;
- (3) to attend compliance workshops conducted by the Organization; and
- (4) to receive releases of documentation and materials concerning the Organization's Specifications and Implementations.

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

ARTICLE 15: GENERAL

SECTION 15.1 GOVERNING LAW

The Bylaws shall be governed by and construed in accordance with the laws of the State of New York.

Exhibit 1 to Power.org Bylaws**AGREEMENT FOR LIMITED ATTENDANCE TO POWER ARCHITECTURE ADVISORY COUNCIL MEETINGS**

This AGREEMENT FOR LIMITED ATTENDANCE TO POWER ARCHITECTURE ADVISORY COUNCIL MEETINGS is entered into between Power.Org, an unincorporated association operating as a program of the IEEE Industry Standards and Technology Organization, a not for profit corporation of the State of Delaware, and the undersigned Non- Council Member of Power.org.

Non-Council Member agrees that its limited attendance at and participation in Power.org Power Architecture Advisory Council meetings are subject to the terms and conditions stated in this Agreement, as well as the terms and conditions stated in the Membership Agreement and Bylaws of Power.org, and any Attachments thereto (the terms of all of which are incorporated herein by reference). If and to the extent that any provision of this Agreement limits, qualifies, or conflicts with any provision of the Membership Agreement or the Bylaws of Power.org, the Membership Agreement or Bylaws of Power.org govern.

1. DEFINITIONS

Advisory Council means (a) IBM and (b) a group of Founders and Sponsors that meet the requirements of Article 7 of the Bylaws, have agreed to the terms of Attachment 3 of the Membership Agreement of Power.org, and provide recommendations to IBM regarding changes to the Power Architecture ISA.

Advisory Council Member means a member of the Advisory Council, including Members who may join the Advisory Council after the undersigned Member joins. Advisory Council Member does not include IBM, which shall serve as chair of the Advisory Council pursuant to Article 7 of the Bylaws.

Confidential Information means and includes: (i) the Power Architecture ISA and ISA Contributions; (ii) written materials marked as confidential at the time of disclosure; (iii) orally-disclosed material that is designated as confidential at the time of disclosure and in a written memorandum sent to the Executive Director of Power.org within thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification; and (iv) all minutes of meetings of the Advisory Council. Notwithstanding the foregoing, Confidential Information does not mean or include Non-Council Member ISA Contributions.

Fully ISA Compliant means: (a) an implementation of the Power Architecture ISA that supports or implements all of the portions of the Power Architecture ISA defined as being "Required", or (b) an implementation of all portions of the Power Architecture ISA required for a specific type of application thereof.

ISA Contribution means an oral or written disclosure or submission to Power.org, or to the Advisory Council, Board of Directors, Committee, Subcommittee, or IBM, regarding an addition to or modification of the Power Architecture ISA, which is made by one or more Advisory Council Members.

Non-Council Member means a Member that is not an Advisory Council Member or IBM.

Non-Council Member ISA Contribution means an oral or written disclosure or submission to Power.org, or to the Advisory Council, Board of Directors, Committee, Subcommittee, or IBM, regarding an addition to or modification of the Power Architecture ISA, which is made by a Non-Council Member.

Power Architecture ISA or ISA means the instruction set architecture, including base instructions, special purpose instructions, privileged instructions, proprietary instructions, and other instructions, as designated by IBM from time to time in the current official Power Architecture documentation, as issued by IBM.

2. LIMITED ATTENDANCE AND QUALIFICATIONS

2.1 Non-Council Member may not attend a meeting of the Advisory Council without the specific written permission of the Chairman of the Advisory Council, which approval may be granted or denied at the Chairman's sole discretion. Non-Council Member may not attend more than two (2) Advisory Council meetings within a one year period. Non-Council Member hereby agrees that the terms and conditions of this Attachment govern Non-Council Member's attendance.

2.2 In order to be considered for attendance at an Advisory Council meeting, Non-Council Member must currently be a manufacturer of Fully ISA Compliant Power Architecture microprocessors or systems based on Fully ISA Compliant Power Architecture processors, or otherwise demonstrate a commitment to distribute products that implement, are Fully ISA Compliant with or otherwise leverage Power Architecture technology. In addition, the Non-Council Member must have an appropriate United States export authorization, as determined by IBM, to receive transfers of information related to the Power Architecture ISA, including but not limited to information related to microprocessors or computers based on the Power Architecture ISA.

3. CONFIDENTIAL INFORMATION; NON-COUNCIL MEMBER ISA CONTRIBUTIONS

3.1 Confidential Information. Non-Council Member and its sublicensed Subsidiaries agree that Confidential Information shall be maintained in confidence for the benefit of IBM by using the same degree of care that it uses to protect its own confidential information, but no less than a reasonable degree of care under the circumstances. Subject to applicable patents and copyrights, Non-Council Member shall be free to use Confidential Information for any purpose. Non-Council Member and its sublicensed

Subsidiaries may disseminate Confidential Information to its employees or contractors (under a comparable confidentiality agreement restricting the contractor’s right to use to be solely with respect to work done for the Non-Council Member) with a need to know. This obligation of confidentiality will expire ten (10) years from the date of the disclosure to the Non-Council Member.

3.2 Exceptions. No obligation will apply to information that is:

- (i) publicly available when disclosed or received or in the public domain other than by the recipient’s breach of a duty of confidentiality;
- (ii) rightfully received from a third party without any obligation of confidentiality; or
- (iii) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; or
- (iv) independently developed by employees or contractors of the recipient; or
- (v) disclosed as required by law; or
- (vi) made public in a published version of the Power Architecture ISA; or
- (vii) inherently disclosed in the manufacture, marketing, sale or maintenance of a product or service.

3.3 Non-Council Member ISA Contributions. Non-Council Member ISA Contributions shall be licensed or assigned, as the case may be, pursuant to sections 5.7 and 5.8 of the Membership Agreement of Power.org.

4. SURVIVAL

4.1 In the event the Agreement is terminated or Non-Council Member’s participation on the Advisory Council ceases for any reason, Sections 3 and 4 of this Agreement shall survive.

Non-Council Member:

By: _____

Dated: _____

Printed Name: _____

Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

e-mail Address: _____

ACCEPTED AND AGREED:

POWER.ORG, a program of the IEEE Industry Standards and Technology Organization

By: _____

Dated: _____

Printed Name: _____

Title: _____

International Business Machines Corporation

By: _____

Dated: _____

Printed Name: _____

Title: _____