

SmartDeviceLink Consortium Bylaws

1 NAME

The name of the corporation shall be “SmartDeviceLink Consortium, Inc.” (“SDLC”).

2 NONPROFIT PURPOSE

SDLC is a nonprofit, nonstock Delaware corporation comprised of voting and non-voting members.

3 OFFICES

3.1 REGISTERED OFFICE

The initial registered office of SDLC shall be in Wilmington, Delaware, and the initial registered agent in charge thereof shall be the Corporation Trust Company.

3.2 OTHER OFFICES

SDLC may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as may be necessary or useful in connection with its business.

4 ACRONYMS/ABBREVIATIONS/DEFINITIONS

Affiliate	An entity controlling, controlled by or under common control with another entity. “Control” can be established by ownership of a majority of the voting interests, management authority or any other means to direct the affairs and management of the controlled entity.
After-Market Manufacturer	Any hardware supplier that produces equipment which is not included in original vehicle production by an OEM.
App Developer /App Partner	Legal entity (including an OEM, Non-OEM, After-Market Manufacturer and Project Core Adopter) or individual who develops and distributes Android or iOS mobile application.
CLA	Contributor License Agreement
CMS	Contents Management System
Developer Relations Committee	Comprised of Level 1- Level 4 member representatives.
Final SDL Specification	SDL specification document approved by the Board of Directors for publication, adoption, and use in the development and manufacture of SDL-compliant technology.
HU	Vehicle Head Unit
IOP testing	Interoperability testing

Joint Venture	A joint venture or other business entity in which an OEM owns at least 30% of the voting securities.
Non-OEM	Small to large companies, Tier 1 Suppliers and Solution Providers; excludes individuals.
OEM	Original Equipment Manufacturer – manufacturer of automotive vehicles but does not include suppliers to the OEMs
Policy Table	A table which identifies applications that can run on a particular OEM’s head units.
Project Maintainer	Group that maintains and/or manages SDL software, SHAID database, SDL Developer Portal, and project documentation.
Project Contributor	Entities that have contributed to the SDL project under the terms of the CLA (launch or intent launch not required).
Project Core Adopter	OEM, non-OEM (excluding app partners) who have launched SDL Core already on hardware or have committed publicly to the launch of SDL within their core product in the near future
Project Proxy Adopter	Entities who have announced, committed to launching, or have launched a mobile application implementing an SDL Proxy.
SDL Core	Software installed in a vehicle to support SDL functionality or SDL embedded component for HU.
SDL Developer Portal	A web-based portal for hardware partners (Project Core Adopters) and Proxy Adopters working with the SDL platform.
SDL Proxy	Software on an external device, other than the vehicle, supporting SDL functionality for one or more applications on the external device, including but not limited to Android/iOS apps.
SDL	SmartDeviceLink
SDLC	SmartDeviceLink Consortium
SHAID Server	Shared third party server used to create, distribute, and manage Smart Device Link (SDL) Application IDs
Steering Committee	Comprised of Level 1- Level 3 voting member representatives.

5 MEMBERSHIP

5.1 CLASSES OF MEMBERSHIP

SDLC shall have five classes of members: Level 1 (Diamond); Level 2 (Platinum); Level 3 (Gold); Level 4 (Silver); and Level 5 (Bronze). The rights and obligations of membership for each class are described below in Sections 5.1.1 through 5.1.5.

5.1.1 Level 1 (Diamond) – Voting Member

- a. **Eligibility.** Only OEMs who are or who commit to being Project Core Adopters are eligible to be Level 1 Members. The initial Level 1 Members shall be Ford and Toyota. Other Level 1 Members may be added upon approval of the Board of Directors.

- b. **Board Representation and Attendance.** Each Level 1 Member shall have the right to appoint one representative to the Board of Directors, and such representative shall have five votes.
- c. **Steering Committee and Developer Relations Committee Representation and Attendance.** Each Level 1 Member shall have the right to appoint one representative to the Steering Committee and one representative to the Developer Relations Committee, and such representatives shall each have five votes on their respective Committee.
- d. **Voting Rights.** Each Level 1 Member shall have five votes at a meeting of the membership.
- e. **Obligations:**
 - i. **Project Core Adopter.** Member commits to being a Project Core Adopter and (i) to acknowledge such commitment publicly within 12 months of the Effective Date, and (ii) launch a product with SDL within 36 months of the Effective Date. If Member fails to fulfill its commitments in (i) and (ii) within the relevant timeframes, Member acknowledges that it will become a Level 3 Member and will not be entitled to a refund of any of its membership fees paid during the period when it was a Level 1 Member. Launching a product means implementing the SDL Core project into a product (any physical product, such as a vehicle head unit, cluster, or rearview mirror) which is made available to an external device running or executing an application that implements the SDL Proxy. A product shall not be considered “launched” until it is included in a vehicle that is available for purchase by retail customers.
 - ii. **Quality Commitment.** Member agrees to abide by the following quality standards:
 - A. Member will certify and validate its use of SDL Core per the specifications and test requirements provided by SDLC.
 - B. Member will be responsible for determining the schedule for its SDL Core updates but acknowledges that SDLC recommends that updates be no less than yearly.
 - C. Member will be responsible for determining the schedule for updates for compatibility but acknowledges that SDLC recommends that updates be no less than yearly.
 - iii. **Marketing/Public Affairs Commitment.** Member makes the following commitments regarding marketing and public affairs:
 - A. Member will publicly support the SDL project.
 - B. Member will evangelize the benefits of SDLC to encourage other prospective members to join. In so doing, Member may use the SDL brand in communications, public releases, or developer events promoting SDLC.
 - C. Member will promote SDL to non-SDLC members.

5.1.2 Level 2 (Platinum) – Voting Member

- a. **Eligibility.** Only OEMs who are or who commit to being Project Core Adopters are eligible to be Level 2 Members. Membership is subject to the approval of the Board of Directors.
- b. **Board Representation and Attendance.** Each Level 2 Member shall have the right to appoint one representative to the Board of Directors, and such representative shall have three votes.
- c. **Steering Committee and Developer Relations Committee Representation and Attendance.** Each Level 2 Member shall have the right to appoint one representative to the Steering Committee and one representative to the Developer Relations Committee, and such representatives shall each have three votes on their respective Committee.

- d. **Voting Rights.** Each Level 2 Member shall have three votes at a meeting of the membership.
- e. **Obligations:** The obligations of Level 2 Members shall be the same obligations set forth for Level 1 Members in Section 5.1.1e.

5.1.3 Level 3 (Gold) – Voting Member

- a. **Eligibility.** OEMs and Non-OEMs are eligible to be Level 3 Members. Level 3 Members are not required to be Project Core Adopters. Membership is subject to the approval of the Board of Directors.
- b. **Board Representation and Attendance.** Level 3 Members are not eligible to appoint representatives to the Board of Directors or to attend Board of Directors meetings.
- c. **Steering Committee and Developer Relations Committee Representation and Attendance.** Each Level 3 Member shall have the right to appoint one representative to the Steering Committee and one representative to the Developer Relations Committee, and such representatives shall each have one vote on their respective Committee.
- d. **Voting Rights.** Each Level 3 Member shall have one vote at a meeting of the membership.
- e. **Obligations:**
 - i. **Quality Commitment.** Member agrees to abide by the following quality standards:
 - A. Member will certify and validate its use of SDL Core per the specifications and test requirements provided by SDLC.
 - B. Member will be responsible for determining the schedule for its SDL Core updates but acknowledges that SDLC recommends that updates be no less than yearly.
 - C. Member will be responsible for determining the schedule for updates for compatibility but acknowledges that SDLC recommends that updates be no less than yearly.
- f. **Marketing/Public Affairs.** Member may, but need not, use the SDL brand in communications and public releases.

5.1.4 Level 4 (Silver) – Non-Voting Member

- a. **Eligibility.** OEMs, Non-OEMs, and After-Market Manufacturers are eligible to be Level 4 Members. Membership is subject to the approval of the Board of Directors.
- b. **Board Representation and Attendance.** Level 4 Members are not eligible to appoint representatives to the Board of Directors or to attend Board of Directors meetings.
- c. **Steering Committee and Developer Relations Committee Representation and Attendance.** Each Level 4 Member shall have the right to appoint one representative to the Developer Relations Committee, which representative shall have one vote. Level 4 Members are not eligible to appoint representatives to the Steering Committee or to attend Steering Committee meetings.
- d. **No Voting Rights.** Level 4 Members have no voting rights at a meeting of the membership.

5.1.5 Level 5 (Bronze) – Non-Voting Member

- a. **Eligibility.** Only App Partners developing SDL-compliant applications who are not members at another membership level are eligible to be Level 5 Members. OEMs, Non-OEMs, and After-Market Manufacturers that are App Partners are all eligible for Level 5 Membership. Level 5 membership only requires registration through the SDLC website.
- b. **Board Representation and Attendance.** Level 5 Members are not eligible to appoint representatives to the Board of Directors or to attend Board of Directors meetings.
- c. **Steering Committee and Developer Relations Committee Representation and Attendance.** Level 5 Members are not eligible to appoint representatives to the Steering Committee or Developer Relations Committee or to attend Steering Committee or Developer Relations Committee meetings.
- d. **No Voting Rights.** Level 5 Members have no voting rights at a meeting of the membership.

5.2 AFFILIATES AND JOINT VENTURES OF OEMS

- a. If an Affiliate or Joint Venture of an OEM that is a Level 1, Level 2, or Level 3 voting member seeks to become a member of SDLC, the Affiliate or Joint Venture may join as a Level 4 or Level 5 non-voting member and will otherwise be represented by the OEM of which it is an Affiliate or Joint Venture.
- b. If an Affiliate or Joint Venture of an OEM that is *not* a member seeks to become a member of SDLC, the Affiliate or Joint Venture may join SDLC if it otherwise meets applicable eligibility criteria. To the extent such OEM later becomes a Level 1, Level, 2 or Level 3 voting member of SDLC, the Affiliate or Joint Venture Member thereafter will be represented by the OEM and will become a non-voting member with no refund or pro-ration of membership fees.

5.3 MEMBERSHIP FEES AND ASSESSMENTS

The Board of Directors will determine annual membership fees for each class of membership, which fees shall be used by SDLC to cover the expenses incurred in furtherance of the purposes of SDLC, including expenses paid for the Project Maintainer and other expenses paid to develop, test, and promote SDL and to operate SDLC. Such expenses shall also include resources needed to support SDL development as agreed and requested by the Steering Committee. Membership fees shall be paid each calendar year and shall be pro-rated for any portion of the calendar year. The membership fee shall be due by January 1 of each year or such other date as shall be set by the Board of Directors. Other fees and assessments may be levied by the Board of Directors to offset special projects or other SDLC expenses.

5.4 MEMBERSHIP APPLICATIONS AND MEMBERSHIP AGREEMENTS

To join SDLC as a Level 1, 2, 3, or 4 Member, an applicant must complete the SDLC Membership Application and submit such application to the SDLC Coordinator or his or her designee. The SDLC Coordinator or his or her designee shall review the application to ensure that it is properly completed and shall submit all properly completed membership applications to the Board of Directors or its designee. Upon approval by the Board of Directors or its designee, the applicant shall execute the

Membership Agreement, which shall include an agreement to be bound by the Certificate of Incorporation, these Bylaws and SDLC’s Intellectual Property Policy and other policies as may be adopted by the Board of Directors.

5.5 MEMBERSHIP WITHDRAWAL, SUSPENSION, TERMINATION & DOWNGRADING

- a. **Withdrawal.** Members may withdraw at any time upon written notice to the Board of Directors. If a member withdraws, the member will nevertheless be responsible for any unpaid fees at the time of its withdrawal. A withdrawing member will assist with the smooth transition of any work it was doing on behalf of SDLC at the time of withdrawal.

- b. **Suspension and Termination.** The membership of any member may be suspended or terminated for cause, as determined by the Board of Directors in its discretion. Grounds for the Board of Directors to suspend or terminate the membership of a member include, but are not limited to, the following:
 - 1. A member’s breach of a material provision in the Membership Agreement, after written notice and the opportunity to cure such breach;
 - 2. A member’s failure to pay the annual membership fee or other amounts owed to SDLC;
 - 3. A member’s failure to fulfill its applicable obligations to SDLC, as set forth in these Bylaws, the Membership Agreement, or other document;
 - 4. Any actions by a member that cause harm to SDLC and its reputation; or
 - 5. Other reasonable causes determined by the Board of Directors, in its discretion.

- c. **Downgrading.** If a Level 1 or Level 2 Member (i) does not publicly acknowledge being a Project Core Adopter within 12 months of becoming a member; (ii) fails to launch a product with SDL within 36 months of becoming a member; or (iii) ceases to be a Project Core Adopter, such member will become a Level 3 Member. In such an event, no membership fees previously paid by the member will be refunded or pro-rated.

5.6 MEMBER MEETINGS

5.6.1 Annual Meetings

Annual meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

5.6.2 Special Meetings

Special meetings of the members may be called by the Board of Directors and shall be held at such time and place as shall be determined by the Board of Directors.

5.6.3 Notice

Unless otherwise provided by law, written notice of any meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each member entitled to attend such meeting at the address of such member as it appears in the records of SDLC. The written notice shall describe the

time and place of the meeting, the means of remote communications by which members may be deemed to be present at and vote at the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

5.6.4 Waiver of Notice

Whenever notice is required to be given to members under any provision of law, the Certificate of Incorporation, or these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members need be specified in any written waiver of notice or any waiver by electronic transmission.

5.6.5 Participation

All members of SDLC, regardless of their membership level or voting rights, shall have the right to attend member meetings and receive notice of such meetings. In addition, annual meetings of the members may be open to the general public at the discretion of the Board of Directors.

5.6.6 Remote Communication

Members may participate in a meeting of the members by any communication means by which all participants can simultaneously hear each other during the meeting. A member participating in a meeting by such means is deemed to be present in person at the meeting.

5.6.7 Quorum

A quorum of the members is present when persons are present who exercise votes greater than half of the total votes that could be cast if all members were present.

5.6.8 Voting

The voting rights of each class of membership are described above in Section 5.1. Each voting member shall designate in a written statement delivered to the SDLC Coordinator, or his or her designee, the person who may vote on behalf of such member. Such designation shall be effective until the member properly designates another person to vote on its behalf.

5.6.9 Action without a Meeting

Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required to be taken at a meeting of the members, or any action which may be taken at any meeting of the members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members having a right to vote thereon were present and voted and shall be delivered to SDLC by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of SDLC having custody of the book in which proceedings of meetings of members are recorded. Delivery made to SDLC's registered office shall be by hand or by certified or registered mail, return receipt requested.

6 BOARD OF DIRECTORS

6.1 POWERS AND DUTIES

- a. **General.** The business and affairs of SDLC shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of SDLC and do all such lawful acts and things, subject to any limitation set forth in the Certificate of Incorporation, these Bylaws, or as otherwise may be provided in the Delaware General Corporation Law.
- b. **Specific Duties.** The Board of Directors shall have the following specific duties, which may not be delegated to an officer or committee:
 1. Select and evaluate the Project Maintainer;
 2. Appoint SDLC officers, including the SDLC Coordinator, Treasurer, Secretary, and SDLC Technical Advisor;
 3. Appoint the Developer Relations Committee Coordinator, who shall act as chair of the Developer Relations Committee;
 4. Approve Final SDL Specifications;
 5. Appoint legal counsel and accountants;
 6. Make decisions on the operational aspects of SHAID;
 7. Approve the annual budget;
 8. Set annual membership dues as part of the budget process;
 9. Determine how membership dues are spent as part of the budget process;
 10. Approve all expenditures that promote adoption of SDL among OEMs, Project Proxy Adopters and Tier 1 suppliers;
 11. Approve SDLC individual expenditures and contracts expected to exceed a fixed threshold percentage of SDLC revenues with such percentage being determined by the board each year in connection with the budget process;
 12. Approve amendments to the Certificate of Incorporation or these Bylaws;
 13. Consider issues forwarded by a Committee for resolution;
 14. Manage termination and appointment of Board Members based on Membership Withdrawal, Suspension and Termination Rules in section 5.5; and
 15. Create committees of the Board or advisory committees of the corporation, as needed.
- c. **Selecting and Evaluating the Project Maintainer.** In selecting and evaluating the Project Maintainer, if any member has an ownership interest in the current Project Maintainer or a new Project Maintainer under consideration by the Board of Directors, the Director appointed by such member shall abstain from any vote on the selection or evaluation of the current or a potential Project Maintainer to avoid the appearance of a conflict of interest.

6.2 NUMBER; COMPOSITION; ELECTION

The number of Directors shall be equal to the number of Level 1 and Level 2 Members. Each Level 1 or Level 2 Member shall have the right to appoint one Director to the Board of Directors.

6.3 CHAIRPERSON OF THE BOARD

The Directors shall appoint from among them a Chairperson, who shall preside at meetings of the Board of Directors and have such other powers and duties as are set forth in these Bylaws or as may be assigned by resolution of the Board of Directors. The Board of Directors may also elect one or more Vice Chairpersons who shall perform the duties and exercise the authority of the Chairperson in the event of the Chairperson's absence or inability to act. If more than one Vice Chairperson is appointed, they shall act in lieu of the Chairperson in such order as shall be prescribed by the Board of Directors at the time they are appointed or, if no such order is so prescribed, then in the alphabetical order of their last names. The Chairperson may resign at any time upon written notice to the other Directors and may be removed at any time, with or without cause, by majority vote of the Board of Directors.

6.4 RESIGNATIONS; REMOVALS; VACANCIES

- a. **Resignation.** Any Director may resign at any time upon notice given in writing or by electronic transmission to SDLC. Such resignation shall take effect at the time specified in such notice (but in no event earlier than the date on which such notice is received by SDLC). No resignation of a Director shall discharge any accrued obligation or duty of such Director.
- b. **Removal.** Any Director may be removed, with or without cause, by the member he or she represents and may be replaced by another individual selected by that member.
- c. **Vacancies.** Any vacancy, whether occurring by reason of death, resignation, or removal, shall be filled by an individual appointed by the member who appointed the Director whose death, resignation, or removal created the vacancy.

6.5 MEETINGS

6.5.1 REGULAR MEETINGS

Regular meetings of the Board of Directors may be held at such time and place as shall be determined by the Board of Directors.

6.5.2 SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson. The Chairperson shall be required to call a special meeting upon the written request of Directors representing at least two-fifths of the number of votes of Directors then in office. Special meetings of the Board of Directors may be

held at such time and place as shall be specified in the notice of meeting relating to each special meeting.

6.6 COMPENSATION OF DIRECTORS

Directors shall not receive compensation for their service as Directors; provided, however, that Directors shall be entitled to reimbursement in reasonable amounts for expenses actually incurred by them in connection with their service as Directors; provided, further, that the foregoing provisions of this Section 6.6 shall not preclude any Director from serving SDLC in another capacity and receiving such compensation therefor as may be approved by the Board of Directors in accordance with these Bylaws.

7 COMMITTEES

7.1 COMMITTEES OF DIRECTORS

The Board of Directors may designate one or more committees, each committee to consist of one or more Directors. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present and not disqualified from voting, whether or not such member or members constitute a quorum, may, by unanimous vote, appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of SDLC, but no such committee shall have the power or authority to amend the Certificate of Incorporation or Bylaws of SDLC, nor may any committee exercise those other powers reserved for the Board of Directors under Section 6.1(b) of these Bylaws. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors, when required. Unless otherwise specified in the resolution of the Board of Directors appointing the Committee, all provisions of the Delaware General Corporation Law and these Bylaws relating to meetings, action without meetings, notice (and waiver thereof), and quorum and voting requirements of the Board of Directors apply, as well, to such committees and their members. Unless otherwise specified in the resolution authorizing the committee, Directors serving on a committee of the Board of Directors shall have the same weighted voting as they do with respect to votes of the Board of Directors.

7.2 COMMITTEES OF THE CORPORATION

The Board of Directors may designate one or more committees of the corporation, which committees need not consist only of Directors. However, committees of the corporation shall not have authority to act for the Board of Directors.

7.3 STEERING COMMITTEE

- a. **Authority.** The Steering Committee shall be a committee of the corporation, which shall not have the authority to act for the Board of Directors.
- b. **Oversight Roles and Responsibilities.** The Steering Committee shall have the following roles and responsibilities with respect to the SDL project:
 - 1. Manage the overall direction of the SDL project.
 - 2. Vote on SDL Core production releases.
 - 3. Vote on SDL product roadmap and release cycles as presented by Project Maintainer.
 - 4. Determine requirements for certification and testing for Project Core Adopters and Proxy Adopters.
 - 5. Vote on project decisions, use cases, requirements, releases, test cases, documentation, and other artifacts related to the SDL Project.
 - 6. Guide project implementation details based on product roadmap and vision.
 - 7. Forward vendor selection and contracting recommendations to Board of Directors.
 - 8. Manage risks to SDL project deliverables and timing.
 - 9. Manage termination of Steering Committee members based on membership withdrawal, suspension, and termination rules.
- c. **Composition.** Any Level 1, Level 2, or Level 3 Member shall have the right to appoint a representative to the Steering Committee. Membership on the Steering Committee is limited to representatives of Level 1, Level 2, or Level 3 Members.
- d. **Steering Committee Operating Principles**
 - 1. The Steering Committee shall meet as needed.
 - 2. Steering Committee members shall make best efforts to meet when there are open agenda items to be discussed.
 - 3. If a Steering Committee member believes a topic should be discussed, or a decision should be made, by the Steering Committee, that member will contact the SDLC Coordinator to add that item as an agenda topic prior to the next Steering Committee meeting.
 - 4. The SDLC Coordinator, or someone appointed by the SDLC Coordinator, shall maintain minutes of each meeting, including the agenda, a summary of the discussion at the meeting, a record of any decisions made, and vote counts.
- e. **Vendor Selection and Contracting Recommendations.** In making vendor selection and contracting recommendations, if any member has an ownership interest in a vendor or contractor under consideration by the Steering Committee, the Steering Committee member appointed by such member shall abstain from any vote on the selection of such vendor or contractor to avoid the appearance of a conflict of interest.

7.4 DEVELOPER RELATIONS COMMITTEE

- a. **Authority.** The Developer Relations Committee shall be a committee of the corporation, which shall not have the authority to act for the Board of Directors.
- b. **Roles and Responsibilities.** The Developer Relations Committee shall have the following roles and responsibilities with respect to the SDL project:
 - 1. Manage SDLC interest and interactions with developers, potential members, and the general public.
 - 2. Marketing and PR Budget Administration.
 - 3. Event Planning and Logistics.
 - 4. Consortium Public Affairs.
- c. **Composition.** Any Level 1, Level 2, Level 3, or Level 4 Member shall have the right to appoint a representative to the Developer Relations Committee. Membership on the Developer Relations Committee is limited to representatives of Level 1, Level 2, Level 3, or Level 4 Members.
- d. **Developer Relations Committee Operating Principles**
 - 1. Meetings of the Developer Relations Committee shall be chaired by the Developer Relations Committee Coordinator.
 - 2. The Developer Relations Committee shall meet as needed.
 - 3. Developer Relations Committee members shall make best efforts to meet when there are open agenda items to be discussed.
 - 4. If a Developer Relations Committee member believes a topic should be discussed, or a decision should be made, by the Developer Relations Committee, that member will contact the Developer Relations Committee Coordinator to add that item as an agenda topic prior to the next Developer Relations Committee meeting.
 - 5. The Developer Relations Committee Coordinator, or someone appointed by the Developer Relations Committee Coordinator, shall maintain minutes of each meeting, including the agenda, a summary of the discussion at the meeting, a record of any decisions made, and vote counts.
- e. **Developer Relations Committee Coordinator.** The Developer Relations Committee Coordinator shall be the chair of the Developer Relations Committee. The Developer Relations Committee Coordinator shall be appointed by the Board of Directors from among the members of the Developer Relations Committee. The Developer Relations Committee Coordinator shall serve until his or her successor is chosen and qualified or until his or her earlier death, resignation, or removal, or until he or she is no longer a member of the Developer Relations Committee because he or she was removed by the member he or she represents. The Developer Relations Committee Coordinator may resign at any time upon written notice to SDLC, which resignation shall be effective upon delivery or as of a later effective date set forth in the resignation. The Developer Relations Committee Coordinator may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors. Such removal shall not

affect the individual's status as a member of the Developer Relations Committee, and he or she shall remain a Committee member until removed by the member he or she represents.

- f. **Vendor Selection and Contracting Recommendations.** In making vendor selection and contracting recommendations, if any member has an ownership interest in a vendor or contractor under consideration by the Developer Relations Committee, the Developer Relations Committee member appointed by such member shall abstain from any vote on the selection of such vendor or contractor to avoid the appearance of a conflict of interest.

7.5 RESIGNATIONS; REMOVALS; VACANCIES

- a. **Resignation.** Any Committee member may resign at any time upon notice given in writing or by electronic transmission to SDLC. Such resignation shall take effect at the time specified in such notice (but in no event earlier than the date on which such notice is received by SDLC). No resignation of a Committee member shall discharge any accrued obligation or duty of such Committee member.
- b. **Removal.** Any Committee member may be removed, with or without cause, by the member he or she represents and may be replaced by another individual selected by that member.
- c. **Vacancies.** Any vacancy, whether occurring by reason of death, resignation, or removal, shall be filled by an individual appointed by the member who appointed the Committee member whose death, resignation, or removal created the vacancy.

8 OFFICERS

8.1 POSITIONS

The officers of SDLC shall be elected by the Board of Directors. In addition to the Chairperson, the officers of SDLC shall be the SDLC Coordinator, who shall act as the president, a Secretary, a Treasurer, a SDLC Technical Advisor, and such other officers as the Board of Directors may designate from time to time, including one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. Each officer shall exercise such powers and perform such duties as shall be set forth in these Bylaws or in resolutions of the Board of Directors and have such other powers and duties as may be specified by the Board of Directors. The same person may hold any number of offices.

8.2 TERM OF OFFICE; RESIGNATION; REMOVAL

The officers of SDLC shall hold office until their successors are chosen and qualified or until their earlier death, resignation, or removal. Any officer may resign at any time upon written notice to SDLC, which resignation shall be effective upon delivery or as of a later effective date set forth in the resignation.

Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors.

8.3 EMPLOYEES AND OTHER AGENTS

The Board of Directors, and any officer(s) expressly so authorized in writing by the Board of Directors, may from time to time appoint such employees and other agents as the Board of Directors, or such appointing officer, shall deem necessary or appropriate, each of which employees or agents shall have such authority and perform such duties as the Board of Directors, or such appointing officer, may from time to time determine. Any such employee or agent may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors or by the authorized officer who appointed such employee or agent.

8.4 COMPENSATION

The compensation of officers and other employees and agents of SDLC shall be fixed by the Board of Directors or by any officer(s) expressly authorized in writing by the Board of Directors to prescribe the compensation of any such other officer, employee, or agent.

8.5 SDLC COORDINATOR

- a. **Selection.** The Board of Directors shall elect the SDLC Coordinator, who may be chosen from among the Steering Committee members or hired externally. The SDLC Coordinator will serve as the President of SDLC and report to the Board of Directors.
- b. **Roles and Responsibilities.** The SDLC Coordinator shall have the following roles and responsibilities:
 1. Provide leadership and actively drive the goals of the SDL project.
 2. Coordinate SDL activities, including:
 - i. Organize and facilitate the all member, Steering Committee and Board of Directors meetings;
 - ii. Set agenda and provide notice for all meetings;
 - iii. Ensure that official meeting minutes are prepared and distributed following all meetings and all motions and votes are tracked; and
 - iv. Maintain SDLC electronic files and folders and access rights.
 3. Manage SDLC expenses, including:
 - i. Prepare and submit to the Board of Directors a budget including current and anticipated future expenses;
 - ii. Ensure that all invoices are paid;
 - iii. Invoice Members for annual fees; and
 - iv. Maintain records of expenses, invoicing, and payment.

4. Manage corporate filings and taxes.
 5. Facilitate interaction with the open-source communities.
 6. Personally represent SDLC at events and conferences as needed, or appoint one or more delegates to do so.
 7. Administer the following mailing lists:
 - i. Board of Directors mailing list;
 - ii. Steering Committee mailing list;
 - iii. Developer Relations Committee mailing list; and
 - iv. SDLC Members mailing list.
- c. **Removal.** The Board may vote to remove and replace the SDLC Coordinator at any time.

8.6 SDLC TECHNICAL ADVISOR

- a. **Selection.** The Board of Directors shall elect the SDLC Technical Advisor, who may be chosen from among the Steering Committee members or hired externally. The SDLC Technical Advisor will report to the Board of Directors.
- b. **Roles and Responsibilities.** The SDLC Technical Advisor shall have the following roles and responsibilities:
 1. Provide details to the Board of Directors and Steering Committee on the technical scope and feasibility with respect to the SDL project.
 2. The SDLC Technical Advisor shall assist the Board of Directors and the Steering Committee with the SDL Specification Approval Process, described in Section 10 below.
- c. **Removal.** The Board may vote to remove and replace the SDLC Technical Advisor at any time.

9 MEETINGS AND DECISION-MAKING – BOARD OF DIRECTORS AND COMMITTEES

9.1 QUORUM

A quorum of the Board of Directors or a Committee is present when representatives are present who exercise votes greater than half of the total votes that could be cast if all of the current members of the Board of Directors or Committee were present. For example, if the Board of Directors consists of Directors from two Level 1 Members (10 votes total) and four Level 2 Members (12 votes total), a quorum would exist when Directors are present who represent more than half of the total votes entitled to be cast (12 votes out of 22 total votes).

9.2 VOTING

- a. **Mechanics of Weighted Voting; No Vote Splitting.** Each Director or Committee member who has more than one vote must cast all votes in the same manner.
- b. **Definitions**
 1. **Super Majority.** For actions requiring a Super Majority, Directors or Committee members representing more than 75 percent of the votes present at the meeting must vote in favor of the measure.
 - i. Example for Board Vote: Assuming Directors representing 12 out of 22 total votes are present (constituting a quorum), a measure requiring a Super Majority would pass if Directors cast 10 of the 12 votes in favor of the measure (i.e., greater than 75 percent of the 12 votes present).
 2. **Simple Majority.** For actions requiring a Simple Majority, Directors or Committee members representing more than 50 percent of the votes present at the meeting must vote in favor of the measure.
 3. **Unanimous Approval.** All Directors serving on the Board must vote in favor of the measure.
- c. **Unanimous Approval Required.** Unanimous Approval is required for SDLC to borrow money or enter into any loans (except with respect to ordinary course accounts payables with net payment terms.)
- d. **Super Majority Required.** A Super Majority is required to approve the following measures of the Board of Directors:
 1. Amendments to the Certificate of Incorporation, Bylaws or Intellectual Property Policy of SDLC;
 2. Approval of the SDLC Budget; and
 3. Approval of expenditures that would exceed the SDLC Budget;
 4. Appointment of the SDLC Coordinator;
 5. Any sale, transfer or other disposal of all or substantially all of SDLC's business assets; and
 6. Merger or dissolution of SDLC.
- e. **Simple Majority Required.** A Simple Majority is sufficient to approve all other Board measures and all measures of a Committee.
- f. **Consensus Preferred.** The Board of Directors and Committee members shall use their best efforts to make all decisions by consensus following open discussion.

- g. **Tie Vote of a Committee.** A measure resulting in a tie vote of a Committee shall be elevated to the Board of Directors for consideration.
- h. **Action without a Meeting.** The Board of Directors or a Committee may approve any action by unanimous written consent in lieu of a meeting.

9.3 MEETING PARTICIPATION BY MEMBER OBSERVERS

In addition to the Directors or Committee member representatives appointed by the Level 1, Level 2 and Level 3 Members as applicable, other representatives of each voting member may attend meetings of the Board of Directors or a Committee in accordance with their membership level as observers. However, the number of attendees from a given member present at a meeting, including the Director or Committee member appointed by the member, shall not outnumber the total number of votes possessed by that member. Only the Director or Committee member appointed by each member will have the right to vote; the other attendees shall have no voting rights but may participate in the meeting discussion.

9.4 REMOTE COMMUNICATION

Directors or Committee members may participate in a meeting of the Board of Directors or a Committee by telephone or video conference or any other communication means by which all participants can simultaneously hear each other during the meeting. A Director or Committee member participating in a meeting by such means is deemed to be present in person at the meeting.

9.5 NOTICE OF MEETINGS

Notice of any meeting shall be in writing and shall be given at least 10 days prior to the meeting to which it pertains. Notice may be given by U.S. Postal Service mail, private delivery service, fax, or electronic mail, in each case to the address set forth in the records of SDLC.

9.6 WAIVER OF NOTICE

A Director or Committee member may waive any notice required by statute, the Certificate of Incorporation, or these Bylaws before or after the date and time stated in the notice. Except as set forth below, the waiver must be in writing, signed by the Director or Committee member entitled to the notice, or made by electronic transmission by such individual, and delivered to SDLC for inclusion in the minute book. Notwithstanding the foregoing, attendance at or participation in a meeting by a Director or Committee member waives any required notice of the meeting unless the Director or Committee member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10 SDL SPECIFICATION APPROVAL PROCESS

The Steering Committee shall have the responsibility for preparing draft SDL specifications, and the Board of Directors shall have authority for approving Final SDL Specifications. At such time as the Steering Committee believes that a draft specification is ready for adoption as a Final SDL Specification, the Steering Committee shall distribute the draft specification to all Level 1 through Level 4 Members for review and comment for a period of twenty-one (21) days (“Review Period”). If the Steering Committee receives no comments during the Review Period, the Board of Directors will vote on the adoption of the draft specification as a Final SDL Specification. If the Steering Committee receives comments during the Review Period, the Steering Committee will have up to fourteen (14) days following the Review Period to consider the comments and/or revise the draft specification before submitting the draft specification to the Board of Directors for approval as a Final SDL Specification.

11 INDEMNIFICATION

11.1 INDEMNIFICATION OF SDLC

Pursuant to these Bylaws and the Membership Agreement, each Level 1 through Level 4 Member shall agree to defend, indemnify, and hold SDLC and its Directors, officers, employees, and agents harmless from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses, and damages (“Claims”) relating to or arising from: (i) Member’s membership in SDLC or adoption of SDL; (ii) Member’s breach of this Agreement (including the terms of the Certificate of Incorporation, Bylaws, or Intellectual Property Policy); (iii) Member’s violation of any party’s rights or any law. If any Claim subject to indemnification under this Section is brought against SDLC, SDLC will promptly notify Member in writing; provided, however, that failure to give prompt notice will not relieve Member of Member’s obligations under this Section except to the extent that Member was actually and materially prejudiced by that failure. SDLC will cooperate with Member at Member’s expense in all reasonable respects in connection with the defense of the Claim. Member may, upon written notice to SDLC, undertake to conduct proceedings and negotiations or assume the defense of any Claim for which SDLC seeks indemnification and will take all required steps or proceedings to settle or defend the Claim, including the employment of counsel that is satisfactory to SDLC and payment of all expenses. Member may not settle any Claim without the prior written consent of SDLC. SDLC has the right to employ separate legal counsel and participate in the defense of any Claim.

11.2 INDEMNIFICATION OF DIRECTORS AND OFFICERS

11.2.1 Authorization of Indemnification

SDLC shall, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that such person is or was a Director or officer of SDLC, or is or was serving at the request of SDLC as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments,

finances, amounts paid in settlement, and reasonable expenses, including attorneys' fees if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. Notwithstanding the foregoing sentence, no indemnification shall be made to or on behalf of any such person if a judgment or other final adjudication adverse to the Director or officer establishes that (a) such person's acts were committed in bad faith or were the result of his or her active and deliberate dishonesty and were material to the cause of action so adjudicated or (b) such person personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

Any indemnification under this section (unless ordered by a court) shall be made by SDLC only as authorized in the specific case upon a determination that indemnification of the present or former Director or officer is proper in the circumstances because the person has met the applicable standard of conduct set forth above or in the applicable law. Such determination shall be made, with respect to a person who is a Director or officer of the corporation at the time of such determination:

- (1) By a majority vote of the Directors who are not parties to such action, suit or proceeding ("Non-Interested Directors"), even though less than a quorum; or
- (2) By a committee of Non-Interested Directors designated by the majority vote of Non-Interested Directors, even though less than a quorum; or
- (3) By independent legal counsel in a written opinion, if the Non-Interested Directors so direct; or
- (4) By the voting members if there are no Non-Interested Directors.

11.2.2 Insurance

SDLC shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of SDLC, or is or was serving at the request of SDLC as a director, officer, employee, partner (limited or general) or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such, and related expenses, whether or not SDLC would have the power to indemnify such person against such liability under the provisions of the Delaware General Corporation Law.

12 INTERESTED DIRECTOR TRANSACTIONS

12.1 CONTRACTS OR TRANSACTIONS

No contract or transaction between SDLC and one or more of its directors or officers, or between SDLC and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the

Board or a committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if:

- a. **Disclosure.** The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or
- b. **Knowledge.** The material facts as to his or her relationship or interests and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or
- c. **Fairness.** The contract or transaction is fair to SDLC as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Members.

12.2 DETERMINATION OF A QUORUM

The interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes the contract or transaction.

13 COMPLIANCE WITH ANTITRUST LAWS: NO INVOLVEMENT IN THE COMPETITIVE BUSINESS DECISIONS OF MEMBERS

SDLC will conduct all of its activities in conformance with all international, U.S. federal and state antitrust laws and competition laws, including but not limited to the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act and the EU Competition Regulations. The Board of Directors and the Chairperson shall consult legal counsel and seek legal review whenever necessary to ensure that the activities of SDLC are conducted in conformance with such laws.

Each of the members of SDLC is committed to fostering competition in the development of new products and services, and the activities of SDLC 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, division of markets, 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 purpose of SDLC, whether or not such discussions take place during formal meetings, informal gatherings or otherwise.

14 AMENDMENT OF GOVERNING DOCUMENTS

The Certificate of Incorporation, Bylaws and Intellectual Rights Policy may be amended, replaced, or repealed by Super Majority approval of the Board of Directors.

Adopted as of 12/1/16

Amended as of 9/11/17