

**2009 AMENDED BYLAWS OF  
ITANIUM<sup>®</sup> SOLUTIONS ALLIANCE**  
(An Oregon Nonprofit Corporation)

**ARTICLE 1: DEFINITIONS**

**SECTION 1.1** “**Affiliate**” or “**Affiliates**” means an entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity (“Control”), or is controlled by another entity, or is under common control with another entity, so long as control exists.

**SECTION 1.2** “**Associate Sponsor**” means all Participants, and Affiliates thereof, of the Corporation who so qualify in accordance with the provisions of Articles 12 and 14.3, below.

**SECTION 1.3** “**Charter Member**” means all Participants, and Affiliates thereof, of the Corporation who so qualify in accordance with the provisions of Articles 12 and 14.4, below.

**SECTION 1.4** “**Corporation**” means the ITANIUM SOLUTIONS ALLIANCE, a nonprofit, mutual benefit corporation organized under the laws of the State of Oregon.

**SECTION 1.5** “**Executive Director**” means an officer of the Corporation, elected and appointed by the Steering Committee, whose duties and responsibilities are set forth in Section 5.8 below. The term “Executive Director” shall not designate a member of the Steering Committee or the Board of Directors of the Corporation.

**SECTION 1.6** “**Member**” means all Participants, and Affiliates thereof, of the Corporation who so qualify in accordance with the provisions of Article 12 and 14.5, below. Participant shall not mean a “member” as that term is defined under ORS 65.001(23), since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act, nor shall it mean a general reference to the Participants in the Corporation.

**SECTION 1.7** “**Participant**” means a general reference to the collective group of Sponsors, Associate Sponsors, Charter Members, Members, and the Affiliates of each, and such other levels of participation in the Corporation as the Steering Committee may from time to time designate.

**SECTION 1.8** “**Sponsor**” means all Participants, and Affiliates thereof, of the Corporation who so qualify in accordance with the provisions of Articles 12 and 14.2, below.

**SECTION 1.9** “**Steering Committee**” means the “Board of Directors” of the Corporation as that term is defined under ORS 65.301.

## **ARTICLE 2: OFFICES**

### **SECTION 2.1 PRINCIPAL OFFICE**

The principal office of the Corporation shall be located at 1211 SW Fifth Avenue, Suite 1800, Portland, Oregon 97204, attn: Timothy F. Haslach.

### **SECTION 2.2 CHANGE OF ADDRESS**

The designation of the Corporation's principal office may be changed from time to time by the Steering Committee.

### **SECTION 2.3 OTHER OFFICES**

The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Steering Committee may, from time to time, designate.

### **SECTION 2.4 COMPLIANCE WITH ANTITRUST LAWS**

The Corporation and its Participants are committed to fostering open competition in the development and deployment of products. The Participants of the Corporation understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal, or international antitrust laws and regulations.

Without limiting the generality of the foregoing, the Participants of the Corporation acknowledge that the Corporation prohibits any discussion that may be construed as a violation of antitrust laws. Accordingly, each Participant will counsel its representatives on the importance of limiting the scope of their discussions to the topics which relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

## **ARTICLE 3: NONPROFIT PURPOSES**

### **SECTION 3.1 IRC SECTION 501(c)(6) PURPOSES**

Subject to the limitations stated in the Articles of Incorporation or these Bylaws, the Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Internal Revenue Code (the "Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Code. The provisions of this Section 3.1 may only be altered, amended, or repealed by the unanimous approval of all Participants of the Corporation.

## **SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES**

Subject to any limitations stated in the Articles of Incorporation or these Bylaws, the Corporation is a nonprofit corporation formed by its Participants for the limited purpose of providing its Participants with support for enabling and marketing key solution stacks including infrastructure software, promoting solutions and customer success stories, and targeting market segments around the Intel developed Itanium\* platform. Without expanding the limited purpose set forth above in this Section 3.2, it is the explicit intent of the Corporation to promote and market the development of Itanium\* 2 processor based systems and solutions, by providing:

- Support for enabling key solution stacks for targeted market segments
- Targeted global press and analyst activities to foster positive/neutral coverage of Itanium\* solutions with strong message penetration
- Articles and whitepapers
- Corporation speaking opportunities
- Programs to develop preference for Itanium\*-based solutions in Mission Critical computing, Data center modernization and computationally intensive computing applications
- Success Story program, including Corporation developed stories and leveraging of Sponsor developed successes
- Itanium\* focused activities in targeted regions

Notwithstanding the foregoing provisions of Sections 3.1 and 3.2 of these Bylaws, or any other provisions of these Bylaws that may be to the contrary, the Corporation's primary purpose shall not be to develop its own specifications.

## **ARTICLE 4: STEERING COMMITTEE**

### **SECTION 4.1 NUMBER**

Intel Corporation and all other Sponsors shall be entitled to appoint representatives to the Steering Committee of the Corporation. The number of Steering Committee members may vary between a minimum of three (3) and a maximum of nine (9) members, the exact number to be fixed by the number of Sponsors in the Corporation, plus any Associate Sponsors invited to appoint a representative to the Steering Committee pursuant to the following sentence. Upon an affirmative vote of all of the members of the Steering Committee, less one, the Steering Committee may elect to invite one or more Associate Sponsors to appoint a representative to the Steering Committee, provided, however, that Associate Sponsor representatives shall not be permitted to vote on budget or fund allocation actions of the Steering Committee.

### **SECTION 4.2 POWERS**

Subject to the provisions of the Oregon Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the Participants, of this Corporation, if any, the activities and affairs of this

Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Steering Committee.

### **SECTION 4.3 DUTIES**

It shall be the duty of the members of the Steering Committee to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, 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 Corporation;
- (c) Supervise all officers, agents and employees of the Corporation 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 Corporation, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof;
- (f) Establish, disband and determine rules and procedures for Committees, including Work Groups, as appropriate to conduct the work of the Corporation;
- (g) Approve or prohibit any public statement, press release or similar public materials regarding or relating to the Corporation prior to making such materials public on behalf of the Corporation;
- (h) Sponsor representatives only, may approve the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;
- (i) Sponsor representatives only, may establish annual dues, rights and privileges for Participants;
- (j) Establish procedures for the licensing and use of certain intellectual property rights of the Corporation to the Participants;
- (k) Make a yearly evaluation of the Corporation's fulfillment of its purpose;  
and
- (l) Such other duties as are customary for the directors of a Nonprofit Business League organized under Section 501(c)(6) of the Code.

#### **SECTION 4.4 TERM OF OFFICE**

Subject to earlier termination pursuant to Section 4.13, below, the terms of members of the Steering Committee shall be perpetual so long as the Sponsor appointing that member of the Steering Committee remains in good standing.

#### **SECTION 4.5 COMPENSATION**

Members of the Steering Committee shall serve without compensation; provided, however, that members may, upon resolution of the Steering Committee, be reimbursed for travel and lodging expenses incurred by the members in attending meetings of the Steering Committee, Participants or Committees.

Nothing herein contained shall be construed to preclude any member of the Steering Committee from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of Disinterested members of the Steering Committee. As used in these Bylaws, the term "Disinterested members of the Steering Committee" shall mean members not seeking compensation for such services, or whose Participant organization is not seeking compensation for such services, or members not subject to a vote for removal from the Steering Committee, or whose Participant organization is not the subject of a vote for termination of Participation.

#### **SECTION 4.6 PLACE OF MEETINGS**

The Steering Committee' meetings shall be held at mutually agreed places and times. Meetings may be held in person or by any combination of audio, document, or videoconferencing techniques.

#### **SECTION 4.7 ANNUAL MEETINGS AND CONTINUATION VOTE**

Annual meetings of the Steering Committee shall be held each year on or about the anniversary of the organizational meeting of the Steering Committee. All Sponsor representatives shall be invited to join this meeting for the sole purpose of voting on the continuation of the Corporation for another year. Unless two-thirds (2/3rds) or more of the members of the Sponsors vote for continuation, the Corporation shall dissolve and the Corporation shall take all steps necessary to dissolve as required under the laws of the State of Oregon. If, on dissolution, the Corporation's liabilities exceed its assets, then each Sponsor shall be proportionately responsible to contribute such funds as are necessary to satisfy such liabilities, provided that such contributions do not exceed their current yearly Sponsor Fee.

#### **SECTION 4.8 SPECIAL MEETINGS**

Special meetings of the Steering Committee may be called by any three (3) members of the Steering Committee.

## **SECTION 4.9 NOTICE OF MEETINGS**

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Steering Committee:

(a) Annual Meetings. The Executive Director of the Corporation shall give at least thirty (30) days' prior notice to each member of the Steering Committee.

(b) Special Meetings. The Executive Director of the Corporation shall give at least fourteen (14) days' prior notice to each member of the Steering Committee.

The primary means for the provision of notice shall be via electronic mail to the members of the Steering Committee at the email address for that member as appears on the records of the Corporation. Personal notification may also include notification by first class mail, telephone, facsimile, or other electronic means; provided, however, in the case of facsimile notification, the member of the Steering Committee to be contacted shall acknowledge personal receipt of the facsimile notice by a return facsimile or electronic message or telephone call within three (3) working days of the first notification. If notification is to be provided by first class mail, such notice shall be deemed to be delivered when deposited in the mail addressed to the member of the Steering Committee at his or her address as it appears on the records of the Corporation, with postage prepaid.

## **SECTION 4.10 QUORUM FOR MEETINGS**

A quorum shall consist of two-thirds (2/3) of the members of the Steering Committee.

In the absence of a continued quorum at any meeting of the Steering Committee already in progress, a majority of the members of the Steering Committee present may adjourn the meeting.

## **SECTION 4.11 STEERING COMMITTEE ACTION**

Unless the Articles of Incorporation, these Bylaws, the Participation Agreement or provisions of law require a greater voting percentage or different rules for approval of a matter by the Steering Committee, every act or decision, not relating to changes in Offerings or Fund Allocations (as defined in the Participation Agreement), done or made by a simple majority of the members of the Steering Committee who vote for or against the action (abstentions shall not be included in calculating the simple majority) at a meeting duly held at which a quorum is present is the act of the Steering Committee; provided, however, that Intel shall have veto power over any and all actions of the Steering Committee related to the Corporation's or its Participants' use of the Itanium<sup>\*</sup> marks, logos and/or brand. Subject to Intel's veto rights set forth in the prior sentence, votes with regard to changes in the Offerings or Fund Allocations shall require a two thirds (2/3) majority vote of all members of the Steering Committee. Further, the addition of Sponsors, or elevation of Associate Sponsors to Sponsor level of participation shall require a two thirds (2/3) majority of all members of the Steering Committee.

## **SECTION 4.12 CONDUCT OF MEETINGS**

Meetings of the Steering Committee shall be presided over by the Chairperson of the Steering Committee, who shall at all times be a representative of Intel Corporation, or in his or her absence, by an acting Chairperson chosen by a majority of the members of the Steering Committee present at that meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Steering Committee, provided that, in his or her absence, the Chairperson shall appoint another person to act as Secretary of the Meeting.

To the extent permitted by applicable law, a member of the Steering Committee may designate an alternate representative from the same organization to attend a Steering Committee meeting as an observer when that member of the Steering Committee is unable to attend a meeting. Said representative may, via written proxy, vote on behalf of the absent member of the Steering Committee.

Meetings shall be governed by such procedures as may be approved from time to time by the Steering Committee, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, the Steering Committee will model its procedures and actions on *Robert's Rules of Order*.

Members of the Steering Committee may participate in a regular or special meeting through use of conference telephone, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section 4.12 constitutes presence in person at such meeting.

## **SECTION 4.13 VACANCIES, RESIGNATIONS**

Vacancies on the Steering Committee shall exist, (1) whenever the number of authorized members of the Steering Committee is increased by the Steering Committee; (2) whenever a member of the Steering Committee resigns from the Steering Committee; (3) whenever a member of the Steering Committee resigns from or is terminated from employment by the member of the Steering Committee's Participant organization; and (4) whenever a member of the Steering Committee's Participant organization terminates its membership in the Corporation.

Any member of the Steering Committee may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Steering Committee, unless the notice specifies a later time for the effectiveness of such resignation. No member of the Steering Committee may resign if the Corporation would then be left without a duly elected member of the Steering Committee in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state. The Participant employing the resigning member of the Steering Committee may replace that member of the Steering Committee with another employee by providing the Executive Director with written notice of the same within thirty (30) days after the effective date of the member of the Steering Committee's resignation. Except as otherwise herein provided, a member of the Steering Committee shall be conclusively deemed to resign if the member of the Steering Committee's employment with the Participant organization with which he or she was employed on appointment to the Steering Committee is for any reason terminated.

Members of the Steering Committee may be removed from office, with or without cause, as permitted by and in accordance with the laws of the State of Oregon; provided, however, that removal of a member of the Steering Committee without cause shall require a unanimous vote of all Disinterested members of the Steering Committee as defined in Section 4.5, above. A member of the Steering Committee removed from office shall be deemed terminated for the purposes of this Section 4.13.

If the Participant or Participants who have the right under this Section 4.13 to appoint a replacement member of the Steering Committee fails to appoint such member of the Steering Committee within the prescribed time period, or if a member of the Steering Committee has been terminated with or without cause, or if the vacancy has occurred because the Participant employing the member of the Steering Committee has terminated its membership in the Corporation, the vacancy may be filled by a Sponsor approved by a majority of the members of the Steering Committee then in office or the position may be left vacant.

In the event that two or more members of the Steering Committee's Participant organizations are merged or a member's Participant organization is acquired by another member's Participant organization, the resulting or acquiring Participant shall designate which of the members of the Steering Committee is to remain on the Steering Committee and the other member or members may be removed from the Steering Committee.

#### **SECTION 4.14 NONLIABILITY OF MEMBERS OF THE STEERING COMMITTEE**

The members of the Steering Committee shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

#### **SECTION 4.15 INDEMNIFICATION BY THE CORPORATION OF MEMBERS OF THE STEERING COMMITTEE AND OFFICERS**

To the fullest extent not prohibited by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended, the Corporation:

Shall indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that the person is or was a member of the Steering Committee of the Corporation; and

This Section 4.15 shall not be deemed exclusive of any other provisions or insurance for the indemnification of members of the Steering Committee, officers, employees, or agents of the Corporation that may be included in any statute, bylaw, agreement, resolution of Participants or members of the Steering Committee or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the Corporation.

#### **SECTION 4.16 INSURANCE FOR CORPORATE AGENTS**

Except as may be otherwise provided under provisions of law, the Steering Committee may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any

agent of the Corporation (including a member of the Steering Committee, officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

#### **SECTION 4.17 STEERING COMMITTEE ACTION WITHOUT A MEETING**

With the exception of changes to these Bylaws, any Action that the Steering Committee is required or permitted to take may be taken without a meeting if two-thirds (2/3) of all members of the Steering Committee consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly approved action of the Steering Committee. All consents shall be filed with the minutes of the proceedings of the Steering Committee.

### **ARTICLE 5: OFFICERS**

#### **SECTION 5.1 DESIGNATION OF OFFICERS**

The officers of the Corporation shall be a President, a Secretary, a Treasurer, and an Executive Director. The Corporation may also have one or more additional Assistant Secretaries, Assistant Treasurers, and other such officers with such titles as may be determined from time to time by the Steering Committee. No officer need be an employee of a Participant (or contract representatives of a Participant with authority to act on the Participant's behalf within the Corporation). The same individual may simultaneously hold more than one office in the Corporation.

#### **SECTION 5.2 ELECTION AND TERM OF OFFICE**

With the exception of the President, who shall be appointed by the Chairperson of the Steering Committee, the officers shall be elected by majority vote at each annual meeting of the Steering Committee, and each officer shall hold office until he or she 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 Steering Committee may remove any officer except for the President, either with or without cause, at any time. An officer who is also an employee of a Participant organization shall automatically be removed if the employer of the officer terminates its position as a Participant in the Corporation, or if the officer's employment by the Participant organization with which he or she was employed at time of appointment, is terminated for any reason. Any officer may resign at any time by giving written notice to the Steering Committee or to the President, Secretary, or Executive Director of the Corporation. 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 which has been approved or ratified by the Steering Committee relating to the employment of any officer of the Corporation.

#### **SECTION 5.4 VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by a designate from the Participant organization who employs or employed the departing officer, or should no such organization remain a Participant, or if the officer is not employed by a Participant, then the vacancy shall be filled by the Steering Committee. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the vacancy is filled. Vacancies occurring in offices of officers appointed at the discretion of the Steering Committee may or may not be filled as the Steering Committee shall determine.

#### **SECTION 5.5 DUTIES OF PRESIDENT**

The President shall be appointed by the Chairperson of the Steering Committee of the Corporation and shall, subject to the control of the Steering Committee, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Steering Committee.

Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Steering Committee.

#### **SECTION 5.6 DUTIES OF SECRETARY**

The Secretary shall:

Certify and keep at the principal office of the Corporation the original, or a copy, of the Articles of Incorporation, these Bylaws and any amendments to either document.

Keep at the principal office of the Corporation or at such other place as the Steering Committee may determine, a book of minutes of all meetings of the Steering Committee, and, if applicable, meetings of committees of the Steering Committee and of Participants, 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 and proxies.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

Be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation.

Keep at the principal office of the Corporation a membership book containing the name and address of each and any Participants, 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.

Exhibit at all reasonable times to any Participant of the Corporation, or to the Participant's agent or attorney, on request therefore, the Articles of Incorporation, the Bylaws, the membership book, and the minutes of the proceedings of the Steering Committee of the Corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Steering Committee.

## **SECTION 5.7 DUTIES OF TREASURER**

The Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Steering Committee.

Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Steering Committee, taking proper vouchers for such disbursements.

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

Exhibit at all reasonable times the books of account and financial records to any member of the Steering Committee of the Corporation, or to his or her agent or attorney, on request therefore.

Render to the President and Steering Committee, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.

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

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Steering Committee.

## **SECTION 5.8 EXECUTIVE DIRECTOR**

The Executive Director of the Corporation agrees to perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

- (a) Scheduling and setting up meetings.
- (b) Facilitating communication between Participants, including providing timely notices of meetings.
- (c) Acting as the business liaison to other consortiums or associations with which the Corporation may choose to associate; provided, however, that the Steering Committee may designate other such and additional liaisons as it deems appropriate.
- (d) Providing Participants with timely minutes, summaries and other reports with respect to the activities of the Corporation.
- (e) Receiving and processing Participation Agreements.

In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Steering Committee.

The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the Corporation, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

## **SECTION 5.9 COMPENSATION**

With the exception of the Executive Director, whose services shall be provided pursuant to a consulting and services agreement between the Corporation and an outside contractor, officers shall serve without compensation, unless the Steering Committee authorized compensation; provided, however, that officers may, upon resolution of the Steering Committee, be reimbursed for travel and lodging expenses incurred in their attending meetings of the Steering Committee, Participants or Committees at which their attendance is requested by the Steering Committee.

Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a majority of Disinterested members of the Steering Committee as defined in Section 4.5, above.

## **ARTICLE 6: COMMITTEES**

### **SECTION 6.1 COMMITTEES AND WORK GROUPS**

The Corporation shall have such Committees as may from time to time be designated upon vote of the Steering Committee. The Steering Committee shall not be deemed a Committee in this context. The various Committees may form various subcommittees which shall be referred to as “Work Groups.” The Steering Committee shall appoint the chairperson of each committee, including replacements, from among the Sponsors. The primary purpose of the Committees and Work Groups shall be to fulfill the limited purposes of the Corporation.

### **SECTION 6.2 MEETINGS AND ACTION OF COMMITTEES**

Meetings and action of the Committees shall be governed by, noticed, held and taken in accordance with such Committee Procedures as the Steering Committee may adopt. The Steering Committee from time to time may amend such Committee Procedures, via action of the Steering Committee. Upon establishment of a Committee, the Committee may, through its chairperson, propose Committee Specific Procedures, for adoption via action of the Steering Committee. Committee Specific Procedures not otherwise incorporated into the general Committee Procedures adopted by the Steering Committee shall apply only to the Committee proposing such procedures.

### **SECTION 6.3 EXECUTIVE LEAGUE**

Among the Committees shall be the Executive League, which shall be comprised of an executive (Director, General Manager or Vice President) from each Sponsor, Associate Sponsor, and, at their option, each Charter Member. The purpose of the Executive League is to review the direction of the Corporation and to make recommendations regarding the same to the Steering Committee. Notice of meetings of the Executive League and the governance thereof shall be subject to the Committee Procedures or Executive League Specific Procedures adopted by the Steering Committee. Where practical, the Executive League will model its procedures and actions on *Robert’s Rules of Order*. The Executive League shall elect a secretary or other person to document and record the Executive League’s activities. Representatives to the Executive League shall be subject to the removal provisions of Section 6.5.

### **SECTION 6.4 MEETINGS AND ACTION OF WORKGROUPS**

#### **SECTION 6.4.1 FORMATION**

The Participants may propose to the various Committees the establishment of one or more Work Groups to carry out the work of the Corporation. Such proposal shall include the purposes of such Work Group, and the Sponsors, Associate Sponsors, and/or Charter Members that initially desire to participate in such Work Group. The Committee shall (i) approve or disapprove the formation of each Work Group, and (ii) subject to approval by the Steering Committee, appoint the initial and any replacement chairperson of such Work Group from among the Sponsors. The Committee shall provide timely notice of the formation and chairperson of each Work Group to all Participants as well as comply with the then-current

Committee Procedures which will govern the actions of such Work Group. Upon establishment of a Work Group, the Work Group may, through its chairperson, propose Work Group Specific Procedures, for adoption via action of the Steering Committee. Work Group Specific Procedures not otherwise incorporated into the general Committee Procedures adopted by the Steering Committee, shall apply only to the Work Group proposing such procedures.

#### **SECTION 6.4.2 COMPOSITION**

Subject to the approval of the Work Group chairperson and the corresponding Committee, a Sponsor or Charter Member may propose candidates for membership in the Work Group. Such Committee may, from time to time, develop and publish general minimum standards for membership in Work Groups as part of its Committee Procedures or Work Group Specific Procedures.

#### **SECTION 6.4.3 RECORD OF ACTIVITIES**

The Work Group shall elect a secretary or other person to document and record the Work Group's activities.

#### **SECTION 6.4.4 MEETINGS**

Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Steering Committee. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Committee Procedures or Work Group Specific Procedures adopted by the Steering Committee.

#### **SECTION 6.4.5 RATIFICATION OF COMMITTEE AND WORK GROUP RECOMMENDATIONS**

All Committee and Work Group activities, and actions proposed therein shall be subject to ratification and approval by the Steering Committee.

#### **SECTION 6.5 REMOVAL FROM COMMITTEES OR WORK GROUPS**

The then-current Committee Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

### **ARTICLE 7: EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS**

#### **SECTION 7.1 EXECUTION OF INSTRUMENTS**

The Steering Committee, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, 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 Corporation by any contract or

engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

## **SECTION 7.2 CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Steering Committee, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Steering Committee Chairperson, President, Treasurer or Executive Director.

## **SECTION 7.3 DEPOSITS**

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

# **ARTICLE 8: CORPORATE RECORDS AND REPORTS**

## **SECTION 8.1 MAINTENANCE OF CORPORATE RECORDS**

The Corporation shall keep at its principal office:

(a) Minutes of all meetings of the Steering Committee, all meetings of Committees of the Steering Committee, minutes of all meetings of any Work Group, and all meetings of Participants, 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 including all proxies;

(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 Participants, if any, indicating their names and addresses and, if applicable, the class of membership held by each Participant and the termination date of any membership; and

(d) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Participants, if any, of the Corporation at all reasonable times during office hours.

## **SECTION 8.2 INSPECTION RIGHTS**

Every Participant and member of the Steering Committee shall have the absolute 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 Corporation and shall have such other rights to inspect the books, records and properties of this Corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

### **SECTION 8.3 RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of this Article 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 8.4 PERIODIC REPORT**

The Steering Committee shall cause any annual or periodic report required under the laws of the State of Oregon to be prepared and delivered to an office of the State of Oregon or to the Participants, of this Corporation, if any, to be so prepared and delivered within the time limits set by law.

## **ARTICLE 9: IRS 501(c)(6) TAX EXEMPTION PROVISIONS**

### **SECTION 9.1 LIMITATION ON ACTIVITIES**

Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities prohibited by a Corporation exempt from federal income tax under Section 501(c)(6) of the Code.

### **SECTION 9.2 PROHIBITION AGAINST PRIVATE INUREMENT**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Participants, members of the Steering Committee or trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.

### **SECTION 9.3 DISTRIBUTION OF ASSETS**

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Steering Committee shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more Qualified Organizations, as defined below, as the Steering Committee shall determine. For purposes of this Section 9.3 "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by Oregon Revised Statute Section 317.080, as shall at the time qualify either (i) as exempt from federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a Corporation or other organization contributions to which are deductible under Section 170(c)(1) of the Code.

No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its Participants, members of the Steering Committee, officers, or other private persons, except that this Corporation shall be authorized and empowered to pay reasonable

compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Bylaws.

## **ARTICLE 10: AMENDMENT OF BYLAWS**

Except as otherwise set forth in Sections 3.1 and 3.2 of Article 3 of these Bylaws, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by a vote of all members of the Steering Committee, with not more than one dissenting vote. Any amendment to the Bylaws concerning the Corporation's or its Participants' use of the Itanium\* marks, logos and/or brand shall be subject to veto by Intel Corporation. All such changes shall be communicated without delay to all current Participants of the Corporation.

## **ARTICLE 11: CONSTRUCTION AND TERMS**

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holdings.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter, Corporate Charter, or other founding document of the Corporation filed with an office of this state and used to establish the legal existence of the Corporation.

All references in these Bylaws to a section or sections of the Internal Revenue Code or the Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

## **ARTICLE 12: MEMBERSHIP PROVISIONS**

### **SECTION 12.1 DETERMINATION AND RIGHTS OF MEMBERS**

The Corporation shall have Participants and classes of participation ("Participant Classifications") as defined by the Steering Committee. The Steering Committee shall be empowered to create both voting and nonvoting classes of Participants. No Participant shall hold more than one membership in the Corporation. Where it appears that an organization is, via related, partially owned, or subsidiary entities, seeking participation in the Corporation for such entities, the Steering Committee shall determine the suitability of such participation by considering written guidelines and the best interests of the Corporation, including the allowance of nonvoting Participant Classifications for such entities. Except as expressly provided in or authorized by the applicable Participation Agreements, the Articles of Incorporation, the Bylaws of this Corporation, or provisions of law, all Participants shall have the rights, privileges, restrictions and conditions established by resolution of the Steering Committee.

## **SECTION 12.2 QUALIFICATIONS FOR PARTICIPATION**

The qualifications for participation in this Corporation are as follows:

Subject to the provisions of Section 12.1, Intel, and any for profit, nonprofit entity, individual or enterprise who is an either: (i) an Itanium\* original equipment manufacturer platform vendor (“OEM”); (ii) an Itanium\* Operating System Vendor (“OSV”); (iii) an Itanium\* independent software vendor (“ISV”); (iv) an Itanium\* Corporate Developer (“ICD”); or (v) an Itanium\* Systems Integrator (“SI”), and who is not otherwise employed by a Participant organization is qualified to become a Participant of the Corporation. Employees of current Participants may be granted nonvoting memberships at the discretion of the Steering Committee. While a Participant in good standing of the Corporation, all Participants agree that subject to the Participant's logo and/or trademark usage guidelines, if any, the Corporation may reproduce their designated corporate logo and business name on the Corporation's website and on collateral marketing materials for purposes of acknowledging their participation in the Corporation. A Participant's name shall be immediately removed from the Corporation's public lists of Participants as well as press releases as soon as a Participant is terminated or is otherwise no longer a member of the Corporation.

## **SECTION 12.3 ADMISSION TO PARTICIPATION**

Applicants shall be admitted as Participants upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Participation Agreement; and payment of the applicable annual dues fee as specified on the Participation Agreement.

## **SECTION 12.4 FEES AND DUES**

The annual dues payable to the Corporation by each class of Participants shall be established and may be changed from time to time by resolution of the Steering Committee. Initial dues shall be due and payable within thirty (30) days of written commitment to join the Corporation. Thereafter, where the Participation for a given Participation Classification calls for quarterly payment of dues, such payments shall be due and payable on the first day of the second month for each calendar year quarter. If any Participant is delinquent in the payment of dues, such Participant's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

## **SECTION 12.5 NUMBER OF MEMBERS**

There is no limit on the number of Participants the Corporation may admit.

## **SECTION 12.6 MEMBERSHIP BOOK**

The Corporation shall keep a membership book containing the name and address, including electronic mail addresses, of each Participant, the date upon which the applicant

became a Participant, and the name of one individual from each Participant organization who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute this information within his/her organization, and vote on all issues submitted to a vote of the Participants. Termination of the membership of any Participant shall be recorded in the book, together with the date of termination of such membership. Such book shall be kept at the Corporation's principal office. Participation in the Corporation is a matter of public record; however, membership lists will not be sold or otherwise used for commercial purposes.

#### **SECTION 12.7 NONLIABILITY OF PARTICIPANTS**

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

#### **SECTION 12.8 PARTICIPANTS NOT AGENTS OF ONE ANOTHER OR CORPORATION**

Except as may be agreed to via a separate signed agreement, no Participant shall act or represent or hold itself out as having authority to act as an agent or partner of any other Participant, or in any way bind or commit any other Participant to any obligations. Additionally, unless duly authorized in writing by the Corporation, pursuant to these Bylaws, the Articles of Incorporation or under the law, no Participant shall act or represent or hold itself out as having authority to act as an agent or partner of the Corporation or in any way bind or commit the Corporation to any obligations.

#### **SECTION 12.9 NONTRANSFERABILITY OF RIGHT TO PARTICIPATE**

All rights of participation cease upon the Participant's dissolution. No right to participate or Participation Agreement may be assigned without the prior written consent of the Corporation, and any purported assignment without such written approval shall be null and void.

#### **SECTION 12.10 TERMINATION OF PARTICIPATION**

The participation of a Participant shall terminate upon the occurrence of any of the following events:

(1) Upon a failure to initiate or renew a Participation Agreement 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 or mailed to such Participant by the Secretary of the Corporation. A Participant may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Participant's receipt of the written notification delinquency.

(2) Upon written notice from a Participant to the Steering Committee indicating the Participant's desire to terminate its participation in the Corporation; provided, however, that all obligations of the Participant to the Corporation incurred prior to the date of termination shall survive such termination.

(3) Upon unanimous vote of all Disinterested members of the Steering Committee as defined in Section 4.5, above, when such members determine that the Participant has violated the policies, procedures, and duties of participation herein.

(4) Upon a Participant's dissolution.

All rights of a Participant in the Corporation shall cease on termination of the Participation Agreement as herein provided. All Participant rights to display the Alliance's Text Treatment granted in the Trademark Agreement entered into by Participant and the Alliance shall also terminate. A Participant terminated from the Corporation, voluntarily or otherwise, shall not receive any refund of dues already paid for the current dues period. On termination of a Participation Agreement, and for a period of three (3) years thereafter, the provisions of Articles 15 and shall remain intact and survive such termination.

## **ARTICLE 13: MEETINGS OF PARTICIPANTS**

### **SECTION 13.1 PLACE OF MEETINGS**

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

### **SECTION 13.2 REGULAR MEETINGS**

The Annual Meetings of Participants shall be held for the purpose of transacting business as may come before the meeting. The Annual Meeting of Participants shall be deemed a regular meeting.

Other regular meetings of the Participants shall be held on dates and at times to be determined by the Steering Committee.

### **SECTION 13.3 SPECIAL MEETINGS OF MEMBERS**

Special meetings of the Participants for any purpose shall be called by the Steering Committee, or by written request of three-quarters (3/4) of the Participants.

### **SECTION 13.4 NOTICE OF MEETINGS**

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of the Annual Meeting or any Special 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 each Participant at the email address for each Participant on the records of the Corporation. Personal notification may also include notification by first class mail, telephone, facsimile, or other electronic means; provided, however, in the case of facsimile notification, the Participant to be

contacted shall acknowledge personal receipt of the facsimile notice by a return facsimile or electronic message or telephone call within three (3) working days of the first notification. If notification is provided by first class mail, such notice shall be deemed to be delivered when deposited in the mail addressed to the Participant at the Participant's address as it appears on the records of the Corporation, with postage prepaid.

Whenever any notice of a meeting is required to be given to any Participant of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the law of the State of Oregon, a waiver of notice in writing signed by the Participant, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

### **SECTION 13.5 QUORUM FOR MEETINGS**

Pursuant to ORS 65.241, those Participants present at a properly noticed meeting of the Participants shall constitute a quorum.

### **SECTION 13.6 PARTICIPANT ACTION**

All other acts or decisions done or made by a majority (excluding abstentions) of Participants present at a duly held meeting at which a quorum is required is the action of the Participants.

### **SECTION 13.7 MEMBER RIGHTS**

Each Participant in Participation Classifications entitled to vote shall have one vote on each matter submitted to a vote by the Participants. Unless otherwise required, voting at meetings shall be by voice ballot. Proxy voting by one Participant on behalf of another shall be prohibited. Results of all ballots shall duly be distributed to all Participants within thirty (30) days of each vote. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes. With the exception of Participant voting agreements regarding confidentiality, or as otherwise permitted by resolution of the Steering Committee, all Participant votes shall be advisory in nature and nonbinding upon the Steering Committee or the Corporation.

### **SECTION 13.8 ACTION BY WRITTEN BALLOT**

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or special meeting of Participants may be taken without a meeting if the Corporation distributes a written ballot to each Participant entitled to a vote.

The ballot shall:

1. Set forth the proposed action;
2. Provide an opportunity to specify approval or disapproval of each proposal;

3. Specify the date by which the ballot must be received by the Corporation in order to be counted. The date set shall afford Participants a reasonable time within which to return the ballots to the Corporation.

Ballots shall be mailed or delivered in accordance with the notice provisions of Section 13.4, above.

Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum, if required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

## **SECTION 13.9 CONDUCT OF MEETINGS**

Meetings of Participants shall be presided over by the President of the Corporation or, in his or her absence, by a chairperson of a Committee designated by the Steering Committee. The Secretary of the Corporation shall act as Secretary of all meetings of Participants, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

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

## **ARTICLE 14: PARTICIPANT CLASSIFICATIONS**

### **SECTION 14.1 INITIAL PARTICIPATION CLASSIFICATIONS**

The initial Participation Classifications in the Corporation shall be Sponsors, Associate Sponsors, Charter Members, and Members. The Steering Committee may, from time to time, designate additional Participation Classification.

### **SECTION 14.2 SPONSORS**

The Corporation shall have Sponsors. Sponsor participation shall be limited to Intel and OEMs (as defined in Section 12.2, above) who: (i) execute and deliver Participation Agreements by January 1, 2009; (ii) have at least one current Itanium\* product, or plan to have at least one within six (6) months from the date of execution of the Participation Agreement; (iii) are active in the Itanium\* ecosystem development; (iv) have a roadmap showing support for Itanium\* at least through the current calendar year; (v) provide the Corporation with the equivalent support of at least one (1) half-time representative at no expense to the Corporation; and (vi) maintain their Sponsor membership in good standing. Upon an affirmative vote of all of the members of the Steering Committee, less one, the Steering Committee may elect to elevate one or more Associate Sponsors to the Sponsor level of participation. In addition to the rights generally afforded to all Participants, Sponsors shall be granted the specific additional rights stated in this Section 14.2 and shall be subject to the obligations stated in Sections 15 and 16, below.

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\* "Itanium" is a registered trademark of Intel Corporation  
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Among other benefits specifically afforded to Sponsors who remain in good standing are:

- (1) The permanent right to appoint a representative to a seat on the Steering Committee of the Corporation;
- (2) The right to be listed (with a hyperlink to the Participant's web site) as a Participant on the Corporation's web site;
- (3) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Participant-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);
- (4) The right to access Participant-only confidential information, including but not limited to the internal working documents of the Corporation;
- (5) The right to serve on and chair Committees and Work Groups thereunder;
- (6) The right to appoint a representative to the Executive League; and
- (7) Access to the offerings designated for Sponsors in the Participation Agreement.

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

### **SECTION 14.3 ASSOCIATE SPONSORS**

The Corporation shall have Associate Sponsors. Associate Sponsor participation shall be limited to OEMs (as defined in Section 12.2, above) who have at least one current Itanium<sup>\*</sup> product, or plan to have at least one within six (6) months from the date of execution of the Participation Agreement. In addition to the rights generally afforded to all Participants, Associate Sponsors shall be granted the specific additional rights stated in this Section 14.3 and shall be subject to the obligations stated in Sections 15 and 16, below.

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

- (1) The right to be listed (with a hyperlink to the Participant's web site) as a Participant on the Corporation's web site;
- (2) The right to access select portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Participant-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);
- (3) The right to access Participant-only confidential information, including but not limited to the internal working documents of the Corporation; and
- (4) Upon invitation by the members of a Committee, the right to join and participate in the activities of the Work Groups of that/those Committee(s); and

- (5) Access to the offerings designated for Associate Sponsors in the Participation Agreement.

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

#### **SECTION 14.4 CHARTER MEMBERS**

The Corporation shall have Charter Members. Charter Member participation shall be limited to OSVs and ISVs (as defined in Section 12.2, above) who: (i) execute and deliver Participation Agreements by January 1, 2009; (ii) have at least one current Itanium\* product, or plan to have at least one within six (6) months from the date of execution of the Participation Agreement; (iii) are active in the Itanium\* ecosystem development; and (iv) have a roadmap showing support for Itanium\* through the current calendar year. In addition to the rights generally afforded to all Participants, Charter Members shall be granted the specific additional rights stated in this Section 14.4 and shall be subject to the obligations stated in Sections 15 and 16, below.

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

- (1) The right to be listed (with a hyperlink to the Participant's web site) as a Participant on the Corporation's web site;
- (2) The right to access Participant-only confidential information, including but not limited to the internal working documents of the Corporation; and
- (3) Subject to the Charter Member having an Operating System related to the work of a particular Work Group, the right to join and participate in the activities of a Work Group; and
- (4) Access to the offerings designated for Charter Members in the Participation Agreement.

In addition to the foregoing, the Steering Committee may from time to time approve other benefits to which all Charter Members may be entitled.

#### **SECTION 14.5 MEMBERS**

The Corporation shall have Members. Member participation shall be limited to ISVs, ICDs and SIs (as defined in Section 12.2, above) who execute and deliver Participation Agreements; and have at least one current Itanium\* product or deployment, or plan to have at least one within six (6) months from the date of execution of the Participation Agreement. In addition to the rights generally afforded to all Participants, Members shall be granted the specific additional rights stated in this Section 14.5 and shall be subject to the obligations stated in Sections 15 and 16, below.

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

- (1) The right to be listed (with a hyperlink to the Participant's web site) as a Participant on the Corporation's web site;
- (2) The right to access Participant-only confidential information, including but not limited to the internal working documents of the Corporation; and
- (3) Access to the offerings designated for Members in the Participation Agreement.

In addition to the foregoing, the Steering Committee may from time to time approve other benefits to which all Members may be entitled.

## **ARTICLE 15: DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

### **SECTION 15.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION**

The Participants acknowledge that they will not disclose or exchange information as part of the Corporation's activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed as a part of the Corporation's activities shall be deemed nonconfidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

### **SECTION 15.2 CONFIDENTIAL INFORMATION**

From time to time a Participant may deem it necessary to disclose information to the other Participants which such Participant considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed as the Confidential Information of the disclosing party if the information is specifically designated as such at the time of disclosure; provided, however, that inadvertent disclosures of Confidential Information not otherwise designated as such may be remedied by notification to all Participants to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article 15) of the disclosing Participant's intention to maintain the confidentiality of the same to the extent that the receiving Participants have not yet disseminated the subject information outside of their organization. Any such designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Participants with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Participant agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by the Corporation, such Participant shall allow publication the same. All information disclosed by Participants prior to the date of this Agreement directly for the purposes of the Corporation shall be governed by the provisions of this Section 15.2. All information developed by the Corporation shall be deemed the Confidential Information of the Corporation and subject to the terms hereof until made publicly available. All works in progress, including Participant submissions, Corporate personnel matters, minutes of Steering Committee' meetings, minutes of Committees and Work Groups and attorney work product of the Corporation's attorney shall in all cases be deemed Confidential Information of the Corporation and subject to the terms hereof.

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### **SECTION 15.3 NONDISCLOSURE**

With respect to Confidential Information of a Participant and/or of the Corporation, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 15. The foregoing obligation shall not apply to any information which is: (1) rightfully known by the receiving party without any limitation on use or disclosure prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Participant shall be free to use the Residuals resulting from access to or work with of Confidential Information for any purpose including, but not limited to, use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "Residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals within the scope of the receiving Party's obligations who have had rightful access to such Confidential Information under these Bylaws, including ideas, concepts, know-how or techniques contained therein and who no longer have access to the disclosed Confidential Information and who have not intentionally memorized such Confidential Information. The Parties shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant a license under any copyrights or patents. The term "Residuals" shall not include any detailed financial or personnel data. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Participant within Participant's organization. However, this Section 15.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Participants.

### **SECTION 15.4 CORPORATION INFORMATION**

All public disclosures regarding the existence, membership and activities of the Corporation must be approved by the Steering Committee. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Corporation and its activities. If a Participant shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Participant shall first give notice to the Steering

Committee and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

## **SECTION 15.5 SURVIVAL**

After withdrawal, termination or nonrenewal as a Participant, for any reason, a former Participant has a continuing duty under this Article 15.

## **ARTICLE 16: INTELLECTUAL PROPERTY RIGHTS POLICY**

### **SECTION 16.1 NO PATENT LICENSE**

The Participants agree no patent license, immunity or other right is granted under these Bylaws by any Participant or its Affiliates to any other Participant or their Affiliates or to the Corporation, either directly or by implication, estoppel or otherwise.

### **SECTION 16.2 COPYRIGHTS**

The Participants grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the original works of authorship contributed to the Corporation, such license to extend solely for the purposes of developing, publishing and distributing materials on behalf of the Corporation, as well as products based on such documents.

### **SECTION 16.3 TRADEMARKS**

The parties acknowledge and agree that “Itanium” is a registered trademark of Intel Corporation and that nothing contained in these Bylaws may be deemed as granting any Participant a license to use said trademark or logos associated therewith. Except as used in the name of the Corporation, neither the Corporation nor the Participants is granted any license to use the “Itanium” marks or logos except as may be agreed to by individual Participants and Intel Corporation.

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively “Trademarks”), the Corporation shall notify the Participants in writing of the proposal. The Corporation shall take such steps as the Steering Committee deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Steering Committee may establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Participants.

CERTIFICATE OF INCORPORATOR

I hereby certify:

That I am the Secretary of the ITANIUM<sup>®</sup> SOLUTIONS ALLIANCE, an Oregon Nonprofit Corporation; and

The foregoing Bylaws comprising twenty-eight (28) pages, including this page, constitute the Bylaws of the Corporation as duly adopted by the Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
\_\_\_\_\_, Secretary