

FOURTH AMENDED AND RESTATED BYLAWS OF

HOMEGRID FORUM

(An Oregon Nonprofit Corporation)

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ARTICLE 1: DEFINITIONS

SECTION 1.1 “**Adopted Standard**” shall mean a Standard approved by the ITU-T or another Standards Development Organization (“SDO”) pertaining to HomeGrid Technology, as defined in SECTION 1.22 below

SECTION 1.2 “**Adopters**” shall mean all Members of the Corporation who so qualify in accordance with the provisions of ARTICLE 12 and SECTION 14.4, below

SECTION 1.3 “**Affiliate**” or “**Affiliates**” shall mean 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 such Control exists. Members may exempt particular Affiliates from their membership only at the time of application for membership by disclosing the same in their Membership Agreements.

SECTION 1.4 “**Board of Directors**” or “**Board**” shall have the meaning set forth in the Oregon Nonprofit Corporation Act.

SECTION 1.5 “**Board Meeting**” shall be held at least quarterly where all Promoter level Members may attend and speak while Board Members have votes. The Chairman of the Board calls these meetings and sets the agenda.

SECTION 1.6 “**Business Days**” means any day or portion thereof falling between 7:00 AM and 5:00 PM Pacific Time that is a weekday (Monday through Friday) and is not a day recognized as a bank holiday pursuant to 5 U.S.C. Sec. 6103, as amended from time to time.

SECTION 1.7 “**Cause**” with respect to the removal of Directors shall be as determined in good faith, on a case by case basis, by a Supermajority vote of the Board of Directors, supported by written findings setting forth in reasonable detail the acts or omissions of the Director relied upon for the finding of cause for removal of that Director and why the removal is in the best interest of the Corporation. For purposes of this SECTION 1.7, “Cause” shall be determined without reference to ORS 65.327 (governing judicial removal of directors).

SECTION 1.8 “**Confidential Information**” shall mean any information disclosed to the other Members that is clearly marked as “confidential” or with some other proprietary notice of the discloser, or that is orally identified as confidential or proprietary

SECTION 1.9 “**Contribution**” shall have the meaning set forth in the IPR Policy.

SECTION 1.10 “**Contributors**” shall mean all Members of the Corporation who so qualify in accordance with the provisions of ARTICLE 12 and SECTION 14.3, below

SECTION 1.11 “**Control**” is defined in SECTION 1.3 under Affiliates.

SECTION 1.12 “**Corporation**” shall mean HomeGrid Forum, an Oregon nonprofit corporation.

SECTION 1.13 “**Director**” shall have the meaning set forth in the Oregon Nonprofit Corporation Act at ORS 65.001(11).

SECTION 1.14 “**Draft Specification**” shall mean any written preliminary version of a proposed HomeGrid Specification, which version has not been finally approved by the Board of Directors.

SECTION 1.15 “**Draft Submission**” shall mean any written preliminary version of a proposed HomeGrid Submission to the ITU-T or other standards development organization (SDO), which version has not been finally approved by the Board of Directors.

SECTION 1.16 “**Executive Director**” shall mean an officer of the Corporation whose duties and responsibilities are set forth in SECTION 5.9, below. The Executive Director shall be an individual who is not a member of the Board of Directors.

SECTION 1.17 “**Executive Meeting**” or “**Executive Session**” shall mean a meeting of the Board of Directors in which the Directors may discuss or take action of a nature that the Board Chair and/or Vice-Chair, in his or her reasonable discretion, deems confidential in nature and in the best interest of the Corporation to be discussed or taken only in the presence of Directors and such officers and advisors as the meeting Chair may invite to attend or participate in such meeting or portion thereof. Any action referenced in SECTION 4.13(b)-(d) proposed to be taken in an Executive Meeting shall require seven days’ notice, unless taken by unanimous consent of the Directors (other than the President if the President is an employee of the Corporation and a Director, as described in SECTION 4.9(b)). Rules for quorum and voting are the same as for Board Meetings.

SECTION 1.18 “**G.hn**” shall mean the networking technology defined in the ITU-T standards (Recommendations ITU-T G.9960, G.9961, G.9962, G.9963, G.9964, and G.9972) commonly called G.hn.

SECTION 1.19 “**General Membership**” shall mean all Members as a group, regardless of Membership Classification.

SECTION 1.20 “**HomeGrid Specification**” shall mean a specification adopted and approved by the Corporation, and any updates or revisions thereto adopted and approved by the Corporation.

SECTION 1.21 “**HomeGrid Submission**” shall mean a proposed Standard developed and approved by the Corporation for purposes of being submitted to ITU-T or another SDO, in the name of the Corporation, for the development of an Adopted Standard. A “HomeGrid Submission” may be based on a HomeGrid Specification.

SECTION 1.22 “**HomeGrid Technology**” shall mean a set of technologies, based either on the family of ITU-T standards that define the technology known as “G.hn,” or the family of standards that define “HomePNA Technology,” enabling networking of products and services over multiple physical wires as well as related technologies, including those facilitating energy management and Smart Grid applications

SECTION 1.23 “**HomePNA Technology**” shall mean a technology, as defined in Recommendations ITU-T G.9951 and G.9954 enabling networking of products and services over phoneline and coaxial cables.

SECTION 1.24 “**IPR Policy**” shall mean the HomeGrid Forum Intellectual Property Rights Policy.

SECTION 1.25 “**License Review Period**” shall mean the sixty (60) days following the date the Chair of the Work Group responsible for developing a HomeGrid Specification provides a notice of intent to issue a Draft Specification as provided in SECTION 6.5(b).

SECTION 1.26 “**Licensing Objection**” shall mean a Member’s written notification to the Chair of the responsible Work Group and the Secretary of the corporation of its intent not to grant licenses under one or more Necessary Claims as provided in SECTION 6.5(d).

SECTION 1.27 “**Majority**” shall mean greater than one-half of the total number of Directors serving on the Board of Directors, Members or that class of Members entitled to vote on a particular matter, as applicable, regardless of how many Directors or Members attend the meeting at which the vote is taken.

SECTION 1.28 “**Member**” shall mean a general reference to any Promoter, Contributor and Adopter who has so qualified for such classifications pursuant to the provisions of these Bylaws. Member shall not mean a “member” as that term is defined in the Oregon Nonprofit Corporation Act at ORS 65.001(28).

SECTION 1.29 “**Membership Agreement**” shall mean the written agreement, executed by an authorized Representative of each Member and accepted in writing by the Corporation, establishing the terms and conditions of the Member’s membership in the Corporation.

SECTION 1.30 “**Membership Classifications**” shall mean the various classes of membership in the Corporation established from time to time by the Board, including the classes of membership established in ARTICLE 14.

SECTION 1.31 “**Payment Obligation**” shall have the meaning set forth in SECTION 7.2.

SECTION 1.32 “**Promoter**” shall mean any Member of the Corporation who so qualifies in accordance with the provisions of ARTICLE 12 and SECTION 14.2, below.

SECTION 1.33 “**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 Internal Revenue Code of 1986, as amended (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 to which contributions are deductible under Section 170(c)(1) of the Code.

SECTION 1.34 “**Representative**” shall mean a member, employee, officer or Director of a Member or an Affiliate of a Member who serves as a Director, alternate Director or officer of the Corporation or is a participant in any Work Group.

SECTION 1.35 “**Specification**” shall mean a Compliance and Interoperability test specification; test tool including any software, firmware or hardware relating thereto; test plan; or certification program or document embodying technical requirements, interoperability requirements, conditions, protocols, or testing policies and testing procedures.

SECTION 1.36 “**Standard**” shall have the meaning set forth in the IPR Policy.

SECTION 1.37 “**Submission Review Period**” shall mean the thirty (30) days following the date the Chair of the Work Group responsible for developing a HomeGrid Submission provides a notice of intent to issue a Draft Submission as provided in SECTION 6.5(c).

SECTION 1.38 “**Supermajority**” shall mean greater than two-thirds of the total number of Directors serving on the Board of Directors, Members or that class of Members entitled to vote on a particular matter, as applicable, regardless of how many Directors or Members attend the meeting at which the vote is taken.

SECTION 1.39 “**Work Group**” shall have the meaning set forth in SECTION 6.1 below.

SECTION 1.40 “**Work Group Members**” shall mean a Promoter or Contributor Member company that is eligible to appoint Representatives to serve as participants in Work Groups established by the Corporation and whose Representatives in fact serve as a participant in one or more Work Groups.

SECTION 1.41 “**Work Group Chair**” shall mean a Promoter or Contributor Representative or Corporation contractor or employee that is appointed by the Board of Directors to serve as the Chair of a Work Group established by the Corporation.

ARTICLE 2: OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 3855 SW 153rd Drive, Beaverton, Oregon 97006.

SECTION 2.2 CHANGE OF ADDRESS

The designation of the Corporation’s principal office may be changed from time to time by the Board of Directors, which change of address shall be effective upon written notice, including but not limited to a letter and an electronic mail, to all Members.

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 Board of Directors may, from time to time, designate.

SECTION 2.4 PURPOSE

(a) The purpose of the Corporation shall be to support ITU-T SG15 in its development of a set of standards for wired home networks, and other standards such as those for energy management networks, to promote their rapid, broad and open industry adoption and to accelerate the demand for products and services based on the standards.

(b) As part of these efforts, the Corporation will interface with other groups or bodies developing standards. It is anticipated that the Corporation will engage in the following:

(1) Make appropriate submissions to ITU-T SG15 and/or support activities of the Members to submit to ITU-T SG15.

(2) Provide a forum where Members identify requirements for conformance, interoperability and general usability.

(3) Educate customers as to the value, benefits and applications of networking products and services based on HomeGrid Technology through public statements, publications, trade show demonstrations, seminar sponsorships and other programs established by the Corporation.

(4) Protect the needs of customers and increase competition among vendors by supporting the creation and implementation of uniform, industry-standard conformance test procedures and processes that assure the interoperability of networking products and services based on HomeGrid Technology.

(5) Maintain relationships with educational institutions, governments, other technology consortia, and other organizations that support and contribute to the development of specifications and standards for home networking and related technologies, including those for energy management networks and Smart Grid applications.

(6) Foster competition in the development of new products and services based on HomeGrid Technology.

(c) The Corporation may develop HomeGrid Specifications to provide sets of requirements and technology definitions that are out of scope of the ITU-T SG15 Work Programme (*e.g.*, above-Layer 2 home networking specifications, system performance specifications, various algorithms) yet establish a baseline of mandatory functionalities, expand the marketability of HomeGrid Technology of any type, and/or foster HomeGrid Technology attributes that differentiate the technologies in the market.

(d) The Corporation will develop and promote a program that guides the market, service providers, and technology companies (e.g., silicon companies, system companies) in the migration from HomePNA Technology to G.hn.

SECTION 2.5 COMPLIANCE WITH ANTITRUST LAWS

(a) Each of the Members of the Corporation is committed to fostering competition in the development of new products and services, and HomeGrid Specifications and other Corporation deliverables are intended to promote such competition. Each Member further acknowledges that it may compete with the others 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.

(b) Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its Representatives appointed to the Board of Directors or a Work Group under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that 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

The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of 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.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is a nonprofit corporation formed for the specific objectives and purposes stated in SECTION 2.4.

ARTICLE 4: DIRECTORS

SECTION 4.1 NUMBER

The Board of Directors (referred to herein individually as “Directors”) shall consist of between three (3) and eleven (11) Directors. These numbers may only be changed by a Supermajority vote of the Directors then serving on the Board of Directors.

SECTION 4.2 POWERS

Subject to the provisions of the Oregon Nonprofit Corporation Act and any limitations in the Articles of Incorporation and these Bylaws, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 4.3 DUTIES

It shall be the duty of the Board of Directors 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) Except as otherwise provided in these Bylaws, appoint and remove, employ and discharge, and, prescribe the duties and fix the compensation, if any, of all officers, agents, independent contractors 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, where notices of meetings given in accordance with SECTION 4.10 shall be served;
- (f) Determine, by affirmative Majority vote, whether and when the Corporation may begin the development of a HomeGrid Specification;
- (g) Establish policies and procedures for the consideration of changes or refinements to the Specifications of the Corporation;
- (h) Consider Draft Specifications or Draft Submissions for approval or rejection pursuant to the procedures set forth in SECTION 6.5;
- (i) Consider for approval (which shall require an affirmative Supermajority vote) or rejection any public statement, press release or similar public materials concerning the HomeGrid Specifications or HomeGrid Submissions, or the business of the Corporation, prior to making such materials public. Any such public statement, press release or materials that name or relate to a Member's product must be approved by such Member;
- (j) Consider for approval or rejection 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 annual budget, to the extent practical, until an annual budget is approved;
- (k) Establish annual dues for the various classes of Members and to determine the rights and obligations for each class of Member not otherwise stated in these Bylaws;
- (l) Make a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in the Bylaws and the need to continue the existence of this entity going forward;
- (m) Establish or revise membership classes and the rights and privileges of the various classes of Members;
- (n) Adopt and modify, by affirmative Supermajority vote, the Bylaws, IPR Policy and Membership Agreements;

- (o) Perform such other duties as are customary for the Directors of a nonprofit business league organized under Section 501(c)(6) of the Internal Revenue Code;
- (p) Adopt such procedures to govern operations of Work Groups (or if necessary, for specific Work Groups) (“Work Group Procedures” or “Work Group specific procedures,” as applicable);
- (q) Approve, by affirmative Supermajority vote, the admission of Promoters as set forth in ARTICLE 14;
- (r) Approve, by affirmative Supermajority vote and with such conditions as the Board may impose, the merger, transfer of all or substantially all of the Corporation’s assets to another standards body or private specification organization or dissolution of the Corporation; and
- (s) To resolve to the fullest extent permitted by the Articles of Incorporation or law any matter regarding the activities and affairs of the Corporation that is not explicitly determined by these Bylaws.

SECTION 4.4 QUALIFICATION, APPOINTMENT AND SELECTION AND TERM

(a) The President of the Corporation is designated as a Director, regardless of whether such individual is a Representative of a Promoter, for so long as such individual holds the office of President. All other Directors must be Representatives of a Promoter. No Promoter may have more than one (1) Representative appointed to the Board of Directors at any one time. For the purposes of these Bylaws, a Member and its Affiliates shall be deemed as one (1) Member. Each Promoter represented on the Board of Directors may also appoint an alternate representative to serve on the Board of Directors on a temporary basis should its appointed Representative become unavailable. Even if an appointed Representative Director is present, that Director’s alternate Representative may also attend meetings of the Board of Directors, but in a non-voting capacity. A represented Promoter, by providing written notice to the Board of Directors, may replace an individual appointed by that Promoter to the Board of Directors at any time either with its designated alternate Representative or another designated Representative of the Promoter.

(b) If a position on the Board of Directors becomes vacant due to one of the causes described in SECTION 4.15(a)(2) (resignation of Director), SECTION 4.15(a)(3) (a Director ceases to be a Representative of the Promoter who appointed him or her to the Board) or SECTION 4.15(a)(5) (a Director is removed for Cause); then the Promoter who appointed the resigning, terminated or removed Director may replace that Director with another Representative by providing the Secretary or Executive Director with written notice of the same within thirty (30) days after the effective date of the Director’s resignation, termination or removal. The term of a Director so appointed shall expire at the same time as the term of the Director who was replaced. If the appointing Promoter does not replace the Director within 30 days, the Board shall have the option of appointing a successor Director pursuant to SECTION 4.4(d).

(c) If a position on the Board of Directors becomes vacant for any reason described in SECTION 4.4(b) and remains vacant for more than 30 days or becomes vacant for any reason described in SECTION 4.15(a)(4) (the Promoter with the right to appoint the Director ceases to

be a Promoter); then the Board may (but is not required to) select, by affirmative majority vote, a Promoter not currently represented on the Board of Directors to appoint a Director to fill that vacant position. The term of a Director appointed due to a vacancy described in this SECTION 4.4(c) shall expire (i) on the date of the second annual meeting of Directors held after such appointment; or (ii) upon the expiration of the term of the Director who was replaced, whichever first occurs.

(d) If a position on the Board of Directors becomes vacant for the reason described in SECTION 4.15(a)(1) (creation of a new position on the Board), then the Board may (but is not required to) select, by affirmative Majority vote, a Promoter not currently represented on the Board of Directors to appoint a Director to fill that vacant position. The term of a Director so appointed shall expire on the date of the second annual meeting of the Board of Directors occurring after the Director is so appointed.

(e) Any position on the Board of Directors vacated due to the expiration of a term pursuant to SECTION 4.15(a)(6) (expiration of a term) shall be filled in accordance with SECTION 4.4(f). Terms of Directors so appointed shall expire as of the second annual meeting of Directors held after their appointment.

(f) Promoters wishing to have the right to appoint a Representative to a seat on the Board of Directors vacated due to the expiration of a term must provide written notice of the same to the Secretary not later than thirty (30) days prior to the next annual meeting of the Board of Directors. Such notice shall include the name of the proposed initial Representative that the Promoter intends to appoint to the Board and a certification that that Promoter or its Representative has actively participated in the activities of the Corporation during the prior twelve (12) month period. The notice shall also include evidence that: (1) the Promoter possesses and will contribute sufficient technical and marketing resources to invest in the Corporation's activities; (2) the Promoter is committed to the purpose of this Corporation; and (3) the Promoter has experience participating in industry specification and standards development organizations.

(g) At such time as all Promoters who wish to have the right to appoint a Director are known, but in no event later than the date specified for notice of the annual meeting of the Board of Directors, the Secretary or Executive Director shall provide each Promoter with a written slate containing the names of all Promoter nominees and their companies. Voting for the selection of Promoters who have the right to appoint Directors shall be exclusively by written ballot (that may be submitted by electronic mail) deposited or received at the time of the annual meeting of the Board of Directors. Each Promoter may cast one (1) vote per open Director's seat, and may vote for as many Promoter candidates as the number of available seats on the Board. The Promoters receiving the highest number of votes, up to the number of available seats on the Board, shall have the right to appoint a Director.

(h) In the event of a tie between two (2) or more Promoters seeking the right to appoint a Director to the Board, then the current members of the Board of Directors shall determine the winner via Majority vote.

SECTION 4.5 COMPENSATION

(a) The position of Directors shall be without compensation by the Corporation.

(b) Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer (but not as Executive Director), agent, independent contractor, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a unanimous vote of the disinterested Directors.

SECTION 4.6 PLACE OF MEETINGS

Board Meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person, by audio, document or videoconferencing techniques or any other means or combinations thereof permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.7 ANNUAL MEETINGS

Each annual meeting of the Board of Directors shall be held as soon as practicable after the annual meeting of the Members. The appointment of the new members of the Board of Directors shall be completed at the annual meeting of the Board of Directors. Promoters may attend and participate in annual meeting discussions (but may not vote on any matter) when approved by the Board of Directors.

SECTION 4.8 SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by any one-third (1/3) of the then-current Board of Directors, or, if different, by the persons specifically authorized under the laws of the State of Oregon to call special meetings of the Board. Promoters may attend and participate in special meeting discussions (but may not vote on any matter) when approved by the Board of Directors.

SECTION 4.9 EXECUTIVE MEETINGS

(a) Executive Meetings may be called by the Board Chair and/or Vice Chair.

(b) There is one special case for Executive Meetings, and this is the case where the role and performance of the President, when they are an employee of the Corporation and a Director, is discussed. Under this case, the President shall join the meeting for that period where an open discussion occurs, and then will be excused from the meeting so that private discussions amongst the rest of the attending Board members may occur and any binding decisions taken, according to the rules governing votes (SECTIONS 4.11 and 4.13). The Chair of the meeting, as authorized by the Board during the session, will notify the President of any results of the private discussions.

SECTION 4.10 NOTICE OF MEETINGS

(a) 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 Board of Directors:

(1) Annual Meetings. The Executive Director of the Corporation shall give at least sixty (60) days' prior notice to each Director.

(2) Special Meetings. If a special meeting is called by less than 2/3 of the Directors then serving, then the Executive Director of the Corporation shall give at least seven (7) business days' prior written notice to each Director. If a special meeting is called by 2/3 or more (but less than all) of the Directors then serving, then the Executive Director or Board Chair shall give at least two (2) Business Days' prior written notice to each Director. If all Directors then serving agree to hold a special meeting, no notice shall be required.

(3) Executive Meetings. The Executive Director or Board Chair shall give at least two (2) Business Days' prior notice to each Director.

(4) Face-to-Face Meetings. Notwithstanding any of the other notice requirements contained in these Bylaws, any meeting where a majority of the Directors will meet in person shall require fifteen (15) Business Days' written notice to all Directors.

(b) The primary means for the provision of notice shall be via electronic mail to the Director at the electronic mail address as it appears on the records of the Corporation, provided that the Director to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) business days of the first notification. If notification is provided by mail (including the U.S. Postal Service, express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.11 QUORUM FOR BOARD OF DIRECTOR MEETINGS

A quorum for meetings of the Board of Directors means a majority of the total number of Directors on the Board of Directors. In the absence of a continued quorum at any Board Meeting of the Board of Directors already in progress, a majority of the members of the Board of Directors present may adjourn the meeting. The meeting may continue if the number of attendees drops below quorum requirement; however, no binding actions of the Board of Directors may be taken unless a quorum is present.

SECTION 4.12 BOARD ACTION

Unless the Articles of Incorporation, these Bylaws or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon a majority vote of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors.

SECTION 4.13 VOTING PERCENTAGES

Unless adopted, taken or made by written unanimous consent of all Directors, no motion, act or decision of the Board of Directors shall be valid unless a quorum of Directors is present at a meeting and the Board takes affirmative action according to the following voting requirements:

| Matter to be Voted On | Number of Affirmative Votes Required |
|---|--|
| (a) Admission of Promoters | Supermajority of the Directors (per Sections 12.3 and 14.2). |
| (b) Removal of Directors for Cause | Supermajority of the disinterested Directors (per Section 4.15(e)). |
| (c) Changing the number of Directors | Supermajority of the Directors (per Section 4.1). |
| (d) Selection of a Promoter to appoint a Director to fill vacancy when the number of Directors is increased | Majority of the Directors (per Section 4.4(d)). |
| (e) Removal of Officers | Supermajority of the disinterested Directors (per Sections 4.3(b) and 5.3); except that a Majority of Directors may remove the President if the President is an employee or independent contractor of the Corporation (per Section 5.3). |
| (f) Amendment to Bylaws, Membership Agreements or IPR Policy | Supermajority of the Directors (per Sections 4.3(n) and Article 10). |
| (g) Approval of a Draft Specification or Draft Submission | Supermajority of the Directors (per Sections 4.3(h) and (i) and 6.5). |
| (h) Commencement of the development of a Draft Specification or Draft Submission | Majority of the Directors (per Sections 4.3(f) and 6.5) |
| (i) Dissolution or merger of the Corporation, or transfer of all or substantially all of the Corporation's assets to another standards body | Supermajority of the Directors (per Section 4.3(r)). |
| (j) Issuance of press releases by or on behalf of the Corporation | Supermajority of the Directors. Press releases that name or relate to a Member product must be approved by such Member (per Section 4.3(i)). |
| (k) Removal of Directors of the Corporation | Supermajority of the Directors (per Section 4.15(e)). |
| (l) Involuntary termination of membership | Unanimous vote of the disinterested Directors (per Section 12.9(a)(3)). |
| (m) All other actions | A majority of the Directors present at a meeting at which a quorum is present |

SECTION 4.14 CONDUCT OF MEETINGS

(a) Meetings of the Board of Directors shall be presided over by the Board Chair, or in his or her absence or upon his or her agreement, by the Vice-Chair, President or Vice-President. The Secretary of the Corporation shall act as secretary of all meetings of the Board,

provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

(b) To the extent permitted by applicable law, a Promoter's alternate Representative to the Board of Directors attending a Board Meeting may vote in place of an absent Director who is or was a Representative of the same Promoter, should said Director be unavailable to attend such meetings. Should neither the Director nor the designated alternate Director be available for said meeting, a Promoter may designate an alternate Representative from the same Member entity to attend a Board Meeting and vote in place of said absent Director pursuant to a proxy signed by said Director provided that notice of the proxy is received by the Board of Directors at least twenty-four (24) hours in advance of the Board Meeting.

(c) Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, the Board of Directors will model its procedures and actions on the latest version of Robert's Rules of Order, although the Board shall not be required to adopt Robert's Rules of Order in its entirety or any part thereof.

(d) Directors may participate in annual meetings or special meetings through use of teleconference, 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 4.14 constitutes presence in person at such meeting.

SECTION 4.15 VACANCIES; RESIGNATIONS; REMOVAL

(a) Vacancies on the Board of Directors shall exist: (1) whenever the number of authorized Directors is increased; (2) whenever a Director resigns from the Board of Directors; (3) whenever a Director ceases to be a Representative of the Member organization who appointed the Director; (4) whenever a Director's Member organization ceases to be a Promoter; (5) wherever a Director is removed from office for Cause; and (6) whenever the term of a Director expires.

(b) Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Board of Directors. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the Director ceases to be a Representative of the Member who appointed that Director, regardless of whether such Director provides written notice of resignation. No Director may resign if the Corporation would then be left without a duly appointed Director or Directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of the State of Oregon.

(c) In the event that a Director's Member organization is merged into, becomes an Affiliate of, or transfers substantially all of its assets related to HomeGrid Technology to, another Director's Member organization, the resulting or acquiring Member shall designate which of the Directors is to remain on the Board as the Representative of the surviving, controlling or acquiring Member and the other Director will be removed from the Board immediately upon the closing of the acquisition or merger.

(d) If the number of Directors falls below the minimum number set forth in SECTION 4.1, the Directors shall, by affirmative Supermajority vote, select a Promoter who will have the right to appoint a Representative as the successor to such removed Director. Otherwise, the seat vacated thereby shall be eliminated from the number of Directors established pursuant to SECTION 4.1.

(e) A Director may be removed by an affirmative Supermajority vote of the disinterested members of the Board for Cause. Nothing in this paragraph shall limit the right of a Promoter to designate another Representative to succeed the removed Director.

SECTION 4.16 NONLIABILITY OF DIRECTORS

To the extent permissible under Oregon and Federal law, Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 4.17 INDEMNIFICATION OF DIRECTORS AND OFFICERS

(a) To the fullest extent permitted by the Oregon Business Corporation Act, as it exists on the date hereof or is hereafter amended, the Corporation shall indemnify and defend 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 Director or Officer of the Corporation and acting on behalf of the Corporation.

(b) This SECTION 4.17 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of Directors 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 4.18 INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided by law, the Board of Directors, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Director, 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 4.19 BOARD ACTION WITHOUT A MEETING

Any action that the Board of Directors is required or permitted to take may be taken without a meeting: (a) if all members of the Board consent in writing (including a writing in an electronic medium) to that action; or (b) in the case of an Executive Meeting, if all members of the Board (other than the President if the President is an employee of the Corporation and a Director, as described in SECTION 4.9(b)) consent in writing (including a writing in an electronic medium) to that action. Such action by signed letters of consent shall have the same

force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

SECTION 4.20 CHAIR AND VICE-CHAIR OF THE BOARD

(a) The Chair of the Board must be a Representative of a Member and may be the President of the Corporation, but only if the President is a Representative of a Promoter Member. The Chair of the Board shall be nominated and elected as provided in ARTICLE 5.

(b) The Vice-Chair of the Board shall be nominated and elected by the Directors.

SECTION 4.21 CHAIR OF THE BOARD VACANCY

In the event the Chair position is vacant or becoming vacant, the Board shall elect a Chair to serve for a term as specified above. If the Chair position becomes vacant outside of a Board Meeting, any Board Member can call for an Executive Session of the Board to elect a new Chair at the earliest possible date. During such a session, the Vice-Chair shall manage the process of the Board determining a new Chair.

SECTION 4.22 HOME PNA ADVISOR TO THE BOARD

The Corporation may have a HomePNA Advisor who will serve as an advisor to the Board on HomePNA Matters. The HomePNA Advisor must be a Representative of a Promoter. The HomePNA Advisor will have the right to attend Board Meetings by invitation when HomePNA agenda items are being discussed, but will not have any right to vote, appoint a proxy, or designate a replacement. The Corporation's initial HomePNA Advisor may be removed only for cause. If the initial HomePNA Advisor dies, resigns, or ceases to be a Representative of a Promoter, then the Board may either designate a new HomePNA Advisor or eliminate the position of HomePNA Advisor. Unless the initial HomePNA Advisor earlier dies, resigns, or ceases to be a Representative of a Promoter, the term of the initial HomePNA Advisor will expire as of December 31, 2014, at which time the Board may either extend the term of the HomePNA Advisor, designate a new HomePNA Advisor, or eliminate the position of HomePNA Advisor.

ARTICLE 5: OFFICERS

SECTION 5.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. The Corporation shall also designate an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors. The President does not need to be a Representative of a Promoter, and may be any person the Board of Directors finds to be qualified to carry out the duties of that office. The Vice President and Secretary each must be a Representative of a Promoter in good standing and a Director. The Treasurer must be a Representative of a Member (but not necessarily a Promoter or a Director). The Executive Director may be any person the Board of Directors finds to be qualified to carry out the duties of that office.

SECTION 5.2 ELECTION AND TERM OF OFFICE

At each annual meeting of Directors, the Board of Directors shall elect persons qualified as set forth in SECTION 5.1 to hold each office. Each officer so elected shall hold office until he or she resigns, is removed, dies, or is otherwise disqualified to serve, or until the next annual meeting of Directors, whichever occurs first. A qualified person may serve as many terms in office as he or she may be elected to serve.

SECTION 5.3 REMOVAL AND RESIGNATION

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon an affirmative Supermajority vote of the disinterested Directors; provided however that a Majority of Directors may remove the President if the President is an employee or independent contractor of the Corporation. Any officer who is required to be a Representative of a Member shall automatically be removed if the Promoter whom the officer represents terminates its Promoter membership in the Corporation or otherwise ceases to qualify, pursuant to SECTION 5.1, to serve in such office. Any officer may resign at any time by giving written notice to the Board of Directors 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 in the notice, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of SECTION 5.2 and of this SECTION 5.3 shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

SECTION 5.4 VACANCIES

Any office vacated for any reason shall be filled by the Board of Directors by majority vote of the Directors present at a meeting. 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 Board shall fill the vacancy. Vacancies occurring in offices of officers created or filled at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 5.5 DUTIES OF PRESIDENT

(a) The President shall be the chief executive officer of the Corporation and a member of the Board. The President shall, subject to the control of the Board of Directors, 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 that may be prescribed from time to time by the Board of Directors, including presiding as Chair at all meetings of the Members of the Corporation, other than Board Meetings, or any subset thereof, e.g. Work Group unless a Chair is so designated for the Work Group.

(b) 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 that may from time to time be authorized by the Board of Directors.

SECTION 5.6 DUTIES OF VICE PRESIDENT

(a) In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

(b) If the office of the President becomes vacant for any reason, the Vice President shall, without further action of the Board of Directors, succeed to the office, duties and powers of President for the balance of the former President's term of office as provided in SECTION 5.2 above; subject, however, to the requirement that such Vice President must be and remain eligible to serve as President pursuant to SECTION 5.1.

(c) The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 5.7 DUTIES OF SECRETARY

The Secretary shall:

(a) Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

(b) Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of Work Groups of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.

(c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any appointment of Directors.

(d) 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.

(e) Keep at the principal office of the Corporation a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

(f) Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation.

(g) 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 that may be assigned to him or her from time to time by the Board of Directors.

SECTION 5.8 DUTIES OF TREASURER

The Treasurer shall:

- (a) 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 Board of Directors.
- (b) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
- (c) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.
- (d) 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.
- (e) Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefore.
- (f) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
- (g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- (h) 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 that may be assigned to him or her from time to time by the Board of Directors.

SECTION 5.9 EXECUTIVE DIRECTOR

The Executive Director, who shall not, under any circumstances, also serve as a Director of the Corporation, (or, in the absence of an Executive Director, the Secretary of the Corporation) shall 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 Members, including providing timely notices of meetings.
- (c) Acting, with the Vice President and/or President, as the liaison to other consortia or associations with which the Corporation may choose to associate.

(d) Providing Members with timely minutes, summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director.

(e) Receiving and processing Membership Agreements, and executing them on behalf of the Corporation.

(f) 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 that may be assigned to him or her from time to time by the Board of Directors or the President.

(g) Engaging third parties to undertake such activities, provided that the Executive Director, upon the approval, by majority vote, of the Directors present at a meeting, enters into appropriate contracts protective of the Corporation, and ensuring compliance with terms and conditions of these Bylaws, the IPR Policy and any Membership Agreements between the Corporation and any Members including confidentiality obligations contained in such documents.

SECTION 5.10 COMPENSATION

(a) With the exception of Officers who are employees of the Corporation and the Executive Director, whose services may be provided pursuant to a consulting and services agreement, or other contractual relationship, between the Corporation and an outside contractor, the officers shall serve without compensation by the Corporation. The President may not receive compensation if the President is a Representative of a Member.

(b) Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, independent contractor, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a unanimous vote of the disinterested Directors; provided, however that the Executive Director may not serve as a Director of the Corporation. Any officer that is a Representative of a Member that seeks to receive compensation from the Corporation shall, before such compensation is considered by the Corporation, provide a written statement from their employer that such compensation is allowed by their employment policies.

ARTICLE 6: WORK GROUPS

SECTION 6.1 WORK GROUPS

(a) The Corporation shall have such issue- and task-specific working groups as may from time to time be designated upon a majority vote of the Board of Directors (“Work Groups”). At a minimum, the Corporation shall have a Contributions Work Group, a Marketing Work Group and a Compliance and Interoperability Work Group. The Board may, by majority vote, direct any Work Group so designated to begin development of a Draft Specification or Draft Submission. The Board of Directors shall appoint the Chair of each Work Group, including replacements. All provisions of this ARTICLE 6 that apply to Work Groups shall also apply to any subgroups formed by the Work Groups.

(b) Notices of meetings, meeting and actions of Work Groups shall be given, held and taken in accordance with written Work Groups procedures, applicable to all Work Groups, to be adopted by the Board of Directors, as amended from time to time. Upon establishment of a Work Group, that Work Group may, through its Chair, propose specific procedures to govern the activities of that Work Group. Such specific procedures will be subject to ratification and modification by the Board of Directors. Work Group specific procedures not otherwise incorporated into the general Work Groups procedures adopted by the Board of Directors shall apply only to the Work Groups proposing such procedures.

SECTION 6.2 COMPOSITION AND ACTIONS OF WORK GROUPS

Except where a Work Group Chair is an employee or contractor of the Corporation, all individual participants in the Work Groups must be Representatives of Promoters or Contributors. Any Promoter may propose to the Board of Directors the establishment of one (1) or more Work Groups. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, (ii) approve or disapprove the charter of such Work Group, and (iii) appoint the initial and any replacement Chair of such Work Group from among the Representatives of the Promoters, employees of the Corporation, or contractors to the Corporation. The Board of Directors shall provide to Promoters timely notice of the formation and appointment of the Chair of each Work Group as well as the then-current Work Group procedures that will govern its actions. Without limiting the powers of the Board of Directors, all output of Work Groups, and modifications thereto, shall be subject to review and approval of the Board of Directors prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members. No Member shall be deemed to be a participant in any Work Group unless such Member specifically so indicates in writing to the Work Group's Chair.

SECTION 6.3 MEETINGS AND ACTION OF WORK GROUPS

(a) Record of Activities. Work Groups shall elect a secretary or other person to document and record the Work Group's activities.

(b) Meetings. Work Groups shall hold regular meetings on a schedule as determined by such Work Group and the Work Group procedures as approved by the Board of Directors. The notice requirements and the conduct of Work Group meetings shall be subject to the Work Group procedures or Work Group-specific procedures approved by the Board of Directors. Regardless of the Work Group procedures or Work Group-specific procedures that may apply, all Member Representatives in Work Group meetings (face-to-face, telephonic or by any other means of communication or assent) shall make a good faith effort to disclose the existence of any Necessary Claims (as defined in Section 1(c) of the HomeGrid Forum IPR Policy) of that Member, that to the contemporaneous actual knowledge of that Representative, might be infringed by an implementation of the then-current Draft Specification or Draft Submission, or a proposed modification of an existing HomeGrid Specification or HomeGrid Submission.

(c) Removal from Work Groups. The then-current general Work Group procedures or Work Group-specific procedures shall govern the removal of any member of a Work Group.

SECTION 6.4 CONTRIBUTIONS WORK GROUP

The Corporation shall have a Contributions Work Group to serve as a discussion forum in which the members of such Work Group may consider contributions that may be submitted to the ITU-T SG 15 (or other Study Group as appropriate) or another SDO by and in the name of one or more members of the Corporation. Each member of the Work Group shall have the right to decide whether or not to join in making any such multi-party submission. The rules, regulations and policies of ITU-T shall govern the intellectual property rights applicable to such multi-party submissions and contributions thereto. The rules, regulations and policies of other SDOs shall govern the intellectual property rights applicable to such multi-party submissions and contributions thereto.

SECTION 6.5 PROCESS FOR DEVELOPING AND APPROVING SPECIFICATIONS AND HOMEGRID SUBMISSIONS

(a) The Corporation may develop and publish HomeGrid Specifications and/or develop and submit HomeGrid Submissions under its own name.

(b) When the Chair of a Work Group responsible for developing a HomeGrid Specification determines, with approval of a majority of the Work Group Members who are eligible to vote, that a Draft Specification is ready to be released for review and/or approval, he or she shall submit it to the Board for review and/or approval by Board Majority of the Draft Specification being issued for Member review. Upon Board approval, the Chair of the Work Group shall provide each Member with notice of the Work Group's intent to submit such Draft Specification to the Board of Directors for review and/or approval. Such notice shall include a complete draft of the Draft Specification that is the subject of such notice. Each Member, on behalf of itself and its Affiliates, shall, during the sixty (60) day License Review Period following the date of such notice, review such Draft Specification to identify and consider any intellectual property licensing issues raised by the Draft Specification. As part of this review, each Member must consider any licensing obligations imposed upon that Member by the Draft Specification with respect to any Necessary Claims (as defined in the IPR Policy) that may be contained therein. Nothing in this SECTION 6.5 is intended to create a duty for a Member or its Representative to conduct a search of its patent portfolio.

(c) When the Chair of a Work Group responsible for developing a HomeGrid Submission determines, with approval of a majority of the Work Group Members who are eligible to vote, that a Draft Submission is ready to be released for review and/or approval, he or she shall submit it to the Board for review and/or approval by Board Majority of the Draft Submission being issued for Member review. Upon Board approval, the Chair of the Work Group shall provide each Member with notice of the Work Group's intent to submit such Draft Submission to the Board of Directors for review and/or approval. Such notice shall include a complete draft of the Draft Submission that is the subject of such notice. Each Member, on behalf of itself and its Affiliates, shall, during the thirty (30) day Submission Review Period following the date of such notice, review such Draft Submission to identify and consider any intellectual property licensing issues raised by the Draft Submission. As part of this review, each Member must consider any licensing obligations imposed upon that Member by the Draft Submission with respect to any Necessary Claims (as defined in the IPR Policy) that may be contained therein. Nothing in this SECTION 6.5 is intended to create a duty for a Member or its Representative to conduct a search of its patent portfolio.

(d) Licensing Objections.

(1) In the event that a Member in good faith believes that the implementation of Necessary Claims in such Draft Specification or Draft Submission would require a license from that Member, and that such Member is unwilling to provide a license under such Necessary Claims in accordance with the IPR Policy, that Member must, within the applicable License Review Period or Submission Review Period, provide a written Licensing Objection to the Chair of the responsible Work Group and the Secretary of the Corporation stating the objecting Member's intent not to grant licenses under such Necessary Claims. Notwithstanding the foregoing, a Member shall not have the right to submit a Licensing Objection with respect to any Necessary Claims in any Contribution submitted by such Member. Such Licensing Objection will include written identification of any Necessary Claims that such Member refuses to license hereunder. In the event that a Member properly submits a Licensing Objection within the applicable License Review Period or Submission Review Period, such Member shall not be required to grant licenses under the identified Necessary Claims. In the event that a Member does not properly submit a Licensing Objection within the applicable License Review Period or Submission Review Period, the licensing provisions of the IPR Policy shall apply. The Board of Directors shall have the discretion to implement and require a standard form document for the submission of Licensing Objections. A Member may withdraw a Licensing Objection at any time after submittal by written notice delivered to the Chair of the responsible Work Group that seeks to include the Member's Necessary Claim in a Draft Specification or Draft Submission and the Secretary of the Corporation. Upon withdrawal, the previously objecting Member shall be deemed to have consented to the granting of a license under the Necessary Claims and to have irrevocably waived its rights to object pursuant to this SECTION 6.5.

(2) In the event that one or more Licensing Objections is timely received by the Secretary, the Board of Directors shall (i) notify all Members of the receipt of such Licensing Objection(s) and (ii) designate either the Work Group proposing the Draft Specification or Draft Submission or an ad-hoc subcommittee thereof to review and evaluate each Licensing Objection, as well as alternative design options or recommendations for the Draft Specification or Draft Submission. Such proposing Work Group or subcommittee thereof shall deliver to the Board of Directors the results of its findings within a reasonable period of time.

(e) Final Approval of Specifications and/or Submissions. Upon completion of the applicable License Review Period or Submission Review Period, and upon a majority vote of all participants in the responsible Work Group proposing the Draft Specification or Draft Submission, and in each case who have attended not less than two (2) of the previous three (3) meetings of the Work Group, the responsible Work Group shall submit such Draft Specification or Draft Submission, together with the information of bona fide Licensing Objection(s) then pending, to the Board of Directors for review, comment and approval. An action to approve any Draft Specification or Draft Submission shall require the affirmative vote of a Supermajority of the Board. If the Board of Directors approves such Draft Specification or Draft Submission, it will become a HomeGrid Specification or HomeGrid Submission of the Corporation. If the Board of Directors does not approve such Draft Specification or Draft Submission, the Secretary will return such Draft Specification or Draft Submission to the Work Group that proposed the Draft Specification or Draft Submission.

(f) Notice of Licensing Objections. In the event that a Draft Specification or Draft Submission to which one or more bona fide Licensing Objection(s) has been timely received and

not withdrawn is finally adopted as a HomeGrid Specification or HomeGrid Submission in accordance with the procedures set forth above, the Board of Directors shall, in publishing or otherwise distributing such HomeGrid Specification or in delivering or submitting any HomeGrid Submission to the ITU-T or other international standards body or organization, take actions reasonably calculated to call attention of Members or the international standards body or organization to the existence of such Licensing Objection(s).

ARTICLE 7: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 7.1 EXECUTION OF INSTRUMENTS

The Board of Directors, 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, independent contractor 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 Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation (“Payment Obligations”) with an aggregate value of less than Fifty Thousand Dollars (\$50,000) in any quarterly period may be signed by the President, Treasurer or Executive Director. All Payment Obligations in excess of this quarterly limit shall require the signatures of two (2) or more of the above-listed officers and a special resolution of the Board of Directors, approving such expenditure or borrowing. An officer that is the direct or indirect recipient or beneficiary of a Payment Obligation is not authorized to sign such Payment Obligation on behalf of the Corporation. The Executive Director, if an employee of a contractor, may be authorized by the Treasurer and either President or Vice-President to sign a Payment Obligation to their employer.

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 Board of Directors 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 Board of Directors, all meetings of Work Groups and all meetings of Members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof 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 Members indicating their names and addresses and, if applicable, the class of membership held by each Member 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 Members, if any, of the Corporation at all reasonable times during office hours.

SECTION 8.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members shall have the 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

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this ARTICLE 8 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 Board 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 and to the Promoters of this Corporation, to be so prepared and delivered within the time limits set by law.

ARTICLE 9: IRC 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 not permitted to be carried on 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 Members, Directors 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 Board of Directors 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.

ARTICLE 10: AMENDMENT OF BYLAWS AND CERTAIN OTHER DOCUMENTS

Except where otherwise provided for in individual Articles herein, these Bylaws, the IPR Policy and the forms of Membership Agreement and any amendments thereto, may only be altered, amended, or repealed, and new Bylaws adopted, upon an affirmative Supermajority vote of the Board of Directors.

ARTICLE 11: CONSTRUCTION AND TERMS

SECTION 11.1 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.

SECTION 11.2 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.

SECTION 11.3 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 the State of Oregon and used to establish the legal existence of the Corporation.

ARTICLE 12: MEMBERSHIP PROVISIONS

SECTION 12.1 DETERMINATION AND RIGHTS OF MEMBERS

(a) The Corporation shall have such Membership Classifications as established by the Board of Directors, including the classifications of Members set forth in ARTICLE 14, below. No Member shall hold more than one (1) membership in the Corporation. For purposes of these Bylaws a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Membership Agreements, the Articles of Incorporation, the Bylaws of this Corporation, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors. Unless the matter is referred to Members or one or more Membership Classifications by the Board, no class of Members shall have the right to vote as to the dissolution of the Corporation. If such a matter is referred for a vote by Members, that vote will be subject to such conditions and have such effect as the Board may determine.

(b) Among the benefits generally to be afforded to the Members are the right to attend meetings of the General Membership of the Corporation and access to the general Member portions of the Corporation's website.

SECTION 12.2 **QUALIFICATIONS FOR MEMBERSHIP**

The qualifications for membership in this Corporation are as follows: Membership is available to any entity that is supportive of this Corporation's purposes, and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and who pays the then-current annual dues applicable to its Membership Classification. "Supportive of this Corporation's purposes" means that the Member is supportive of the Corporation's purpose (as set forth in SECTION 2.4), HomeGrid Specifications or HomeGrid Submissions and that the Member will not intentionally sabotage the Corporation's efforts. Nothing herein shall be construed as limiting a Member's right to design, develop, manufacture, acquire or market competitive products and services, and conduct its business in whatever way it chooses.

SECTION 12.3 **ADMISSION TO MEMBERSHIP**

Applicants qualified under SECTION 12.2, above, shall be admitted to membership upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Membership Agreement, payment of the applicable annual dues as specified in the Membership Agreement and, in the case of applicants at the Promoter level, approval by an affirmative Supermajority vote of the Directors.

SECTION 12.4 **FEES AND DUES**

(a) The annual dues payable to the Corporation by each class of Members shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues shall be due and payable upon execution of the Membership Agreement according to terms defined in the Membership Agreement. Thereafter, yearly dues shall be due and payable as specified in the Membership Agreement. If any Member is delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

(b) Any Member may, at the sole discretion of the Board and pursuant to a Membership Agreement so stating, be asked to make in-kind contributions of goods or services in lieu of cash fees or dues. In approving any application for membership, the Board must find that any in-kind contribution in-lieu of membership fees or dues provides fair value to the Corporation. Any such finding by the Board shall be final and binding on the Corporation and all Members.

(c) From time to time, the Corporation may determine that it will charge reasonable fees for services that the Corporation provides to Members.

SECTION 12.5 **NUMBER OF MEMBERS**

There is no limit on the number of Members the Corporation may admit. The Board of Directors may, however, in its sole discretion, limit the number of Members of the Corporation or specific Membership Classifications so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants for such Membership and are not contrary to the purpose of the Corporation set forth in SECTION 2.4.

SECTION 12.6 **MEMBERSHIP ROLL**

The Corporation shall keep a membership roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member organization who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute this information within his or her organization, and vote on all issues submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership. Such roll shall be kept at the Corporation's principal office. Membership in the Corporation is a matter of public record pursuant to state law. The Corporation shall not sell or transfer membership lists in return for compensation but may make membership lists otherwise available to third parties (by, for example, posting the membership list on the Corporation's website or indicating company membership in the Corporation in promotional materials) if the Board, in its discretion, determines that doing so will advance the purposes, and is in the best interests, of the Corporation.

SECTION 12.7 **NONLIABILITY OF MEMBERS**

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

SECTION 12.8 **NONTRANSFERABILITY OF MEMBERSHIPS**

All rights of membership cease upon the Member's dissolution. No membership may be assigned without the prior written consent of the Corporation, which approval shall not be unreasonably withheld, and any purported assignment without such written approval shall be null and void.

SECTION 12.9 **TERMINATION OF MEMBERSHIP**

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

(1) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the Secretary or Executive Director of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

(2) Upon written notice from a Member to the Board of Directors indicating the Member's desire to terminate its membership in the Corporation; provided, however, that all obligations of the Member to the Corporation incurred prior to the date of termination shall survive such termination. Notwithstanding the previous sentence, the rights and obligations under the IPR Policy of any Member that resigns timely, pursuant to SECTION 6.5, shall be modified as set forth in SECTION 6.4 and the IPR Policy.

(3) Upon unanimous vote of all Directors other than the Director facing termination of Membership, when such Directors determine, after affording the Member in

question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of Membership herein, including the requirements for Membership as stated in SECTION 12.2, above.

(4) Upon the closing of a transaction pursuant to which a Member organization is merged into, becomes an Affiliate of, or transfers substantially all of its assets related to HomeGrid Technology to, another Member organization. In such cases, only the surviving, controlling or acquiring Member shall remain a Member. The membership of the controlled, non-surviving or transferring Member shall automatically terminate, without notice by such Member or the Corporation.

(5) Upon a Member's dissolution.

(b) In the event that two (2) or more Member organizations close a transaction described in SECTION 4.15(c) the surviving, controlling or acquiring entity shall have only one (1) Membership and one (1) vote in all Membership votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a non-voting basis and be provided with notices thereof.

(c) All rights of a Member in the Corporation shall cease on termination of membership as herein provided. A Member terminated from the Corporation shall not receive any refund of dues already paid for the current dues period.

ARTICLE 13: MEETINGS OF MEMBERS

SECTION 13.1 PLACE OF MEETINGS

Meetings of Members shall be scheduled from time to time by resolution of the Board of Directors, which resolution shall specify the meeting place and time. At the discretion of the Board of Directors, meetings may be held in person or by audio, document or videoconferencing techniques, or any combination thereof, or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 13.2 PURPOSE AND TIMING OF MEETINGS

(a) Meetings of Members shall be held for the purpose of conducting such business as may come before the meeting.

(b) Meetings of the Members shall be held on dates and at times to be determined by the Board of Directors.

SECTION 13.3 CALLING MEETINGS

Meetings of the Members for any purpose may be called by the Board of Directors, or by written request of three-quarters (3/4) of the Promoters.

SECTION 13.4 DELIVERY OF NOTICES

(a) For any notice required or permitted to be given to Members pursuant to these Bylaws, or the Articles of Incorporation, unless governing law requires otherwise, the primary means for the giving of notice shall be via electronic mail to the person entitled to notice at the electronic mail address as it appears on the records of the Corporation. However, the Corporation may, in its discretion, provide notice via mail deposited with the U.S. Postal Service, express courier service, hand delivery and any other commercially reasonable means. Subject to any applicable acknowledgement requirements of ORS Chapter 65, each such notice shall be deemed to be delivered as follows:

(1) If given via electronic mail, at such time as the notice is actually received or 24 hours after the electronic mail has been sent, whichever time is earlier;

(2) If given via U.S. Postal Service, 48 hours after it deposited with the U.S. Postal Service, properly addressed, postage pre-paid;

(3) If given via express courier, at the time the courier actually delivers the notice at the address of the party as it appears on the records of the Corporation; and

(4) If given by hand delivery or any other method, at the time it is delivered to any person at the address of the party as it appears on the records of the Corporation.

(b) Nothing contained in these Bylaws is intended to limit the application of ORS 65.217 governing the waiver of notice of meetings of members

SECTION 13.5 QUORUM FOR MEETINGS OF MEMBERS

Those Members present at a properly noticed meeting of the Members shall constitute a quorum.

SECTION 13.6 MEMBER ACTION

Every lawful act or decision done or made in compliance with the Bylaws, IPR Policy, and the Articles of Incorporation of the HomeGrid Forum by a majority of Members present in person at a properly noticed annual meeting of Members is the act of the Members. Except as otherwise provided in SECTION 4.4 (with respect to Promoters selecting the Promoters who will have the right to appoint a Representative as a Director), Member action shall be advisory in nature only and shall not be binding upon the Board of Directors.

SECTION 13.7 MEMBER ACTION AT MEETINGS

Each Promoter shall have one (1) vote on each matter submitted to a vote by the Members. The Promoter's designated employee shall do all voting in person, not by proxy. Voting at meetings shall be by a show of hands if held in person, or by roll call or general consent if held by audio, videoconferencing or teleconferencing, unless otherwise required. Results of all ballots shall duly be distributed to all Members by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes.

SECTION 13.8 ACTION BY WRITTEN BALLOT

(a) Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action that may be taken at any regular or special meeting of Members may be taken without a meeting or in conjunction with a meeting if the Corporation distributes a written ballot to each Promoter entitled to a vote.

(b) The ballot shall:

(1) Set forth the proposed action and/or slate of candidates;

(2) Provide an opportunity to select individuals or specify approval or disapproval of each proposal or a vote for candidates, as appropriate;

(3) Indicate the number of responses needed and the percentage of approvals necessary to pass the measure submitted; and

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

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

(d) 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

(a) Meetings of Members shall be presided over by the President of the Corporation or, in his or her absence, by the Vice President of the Corporation or, in the absence of all of these persons, by a Chair designated by the Board of Directors, or in the absence of a timely designation by the Board of Directors, by a majority of the Promoters present. The Secretary of the Corporation shall act as Secretary of all meetings of Members, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

(b) Meetings shall be governed by such procedures as may be approved from time to time by the Board of Directors, 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: MEMBERSHIP CLASSIFICATIONS

SECTION 14.1 PROMOTERS

(a) The Corporation shall have Promoters who shall have submitted their written intention to join the Corporation in such capacity. These applications are subject to the

affirmative Supermajority vote of the Board of Directors. Such invitation shall be determined by the Board of Directors based on fair and objective criteria and may generally include one or more of the following requirements: (i) that a prospective Promoter has a substantial economic or technical interest in or impact on the Corporation's success in fulfilling its stated purpose; (ii) that it has a good faith intent to build and launch products compliant with the Standards upon which HomeGrid Technology will be based; and (iii) that it will publicly declare its Membership in the Corporation. All Promoters must execute a Membership Agreement and pay the fees called for thereon for Promoters. Once accepted, all Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition to the rights granted to Contributors and Adopters, Promoters shall be granted the specific additional rights stated in this SECTION 14.1 and shall be subject to the obligations stated in ARTICLE 15.

(b) Among other benefits specifically afforded to Promoters who remain in good standing are:

(1) The right to be listed (with a hyperlink to the Promoter's website) as a Promoter on the Corporation's website;

(2) The right to access any and all portions of the Corporation's website, including the ability to participate in Promoter only discussion groups and other mailing lists of the Corporation (subject to any privacy policy the Corporation may adopt).

(3) The right to access Member-only confidential information, including but not limited to Draft Specifications and/or Draft Submissions and internal working documents of the Corporation as well as Promoter-only confidential information such as selected business issues and discussions related to the evaluation and review process for Draft Specifications and/or Draft Submissions determined by the Board of Directors as accessible to Promoters only;

(4) The right to be eligible to appoint a Director to the Board subject to and in the manner set forth in ARTICLE 4;

(5) The right to vote in selecting Promoters who may appoint Directors to the Board as set forth in SECTION 4.4;

(6) The preferential right of first refusal (prior to Contributors) to actively participate in the Corporation's marketing and promotional activities at trade shows and other industry events;

(7) The right to appoint one Representative to attend and participate in each meeting of the Board of Directors and all committees thereof, and to receive copies of all minutes and materials associated with such meetings, subject to the right of the Board to exclude such participation by Promoter members when the Board reasonably deems it necessary to meet, or have a Board committee meet, in an Executive Meeting.

(8) The right to be listed as a Promoter in all press releases of the Corporation;
and

(9) Eligibility to chair Work Groups (subject to Board of Director appointment pursuant to SECTION 6.1 and SECTION 6.2, above).

(c) In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Promoters may be entitled.

SECTION 14.2 CONTRIBUTORS

(a) The Corporation shall have Contributors who must execute a Membership Agreement and pay the fees called for thereon for Contributors. Contributors shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition to the rights granted to Adopters, Contributors shall be granted the specific additional rights stated in this SECTION 14.2.

(b) Among other benefits specifically afforded to Contributors who remain in good standing are:

(1) The right to be listed (with a hyperlink to the Contributors' website) as a Contributor on the Corporation's website;

(2) Eligibility to participate in the activities of Work Groups, subject to SECTION 6.1 and SECTION 6.2, above;

(3) Pre-release access to Draft Specifications and/or Draft Submissions and other documents of the Corporation and the right to attend and participate in compliance workshops conducted prior to release of a Draft Specification or Draft Submission by the Corporation;

(4) Access to the HomeGrid Specification(s) and HomeGrid Submissions at no charge, compliance testing at discounted rates and discounts (to be determined by the Board) on testing tools; provided that the discounted compliance testing and discounted testing tools cannot be sold, bartered, traded or otherwise transferred (except to Affiliates) in any way; and

(5) The right to access the Corporation's website and participate in mailing lists of the Corporation (subject to any privacy policy the Corporation may adopt).

(c) In addition to the foregoing, the Board or Directors may from time to time approve other benefits to which all Contributors may be entitled.

SECTION 14.3 ADOPTERS

(a) The Corporation shall have Adopters who may join the Corporation by executing a Membership Agreement and paying the fees called for thereon for Adopters. All Adopters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members, except as may be provided otherwise herein. In addition, Adopters shall be granted the specific additional rights stated in this SECTION 14.3 and shall be subject to the obligations in ARTICLE 15.

(b) Among other benefits specifically afforded to Adopters who remain in good standing are:

(1) The right to be listed as an Adopter on the Corporation website and access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);

(2) Access to the HomeGrid Specification(s) and/or proposed HomeGrid Submissions at no charge, compliance testing at standard rates and relevant compliance testing tools at standard rates, provided that the compliance testing and testing tools cannot be sold, bartered, traded or otherwise transferred (except to Affiliates) in any way;

(3) The right to attend and participate in training seminars and interoperability plugfests;

(4) The right to use the Corporation's name and/or logo in connection with certified products on the Corporation's website, subject to procedures as may be adopted by the Board of Directors;

(5) Access to forum to provide feedback on HomeGrid Specifications and HomeGrid Submissions; and

(6) The right to a copyright license, free of charge, in any HomeGrid Specification or HomeGrid Submission of the Corporation, as well as such intellectual property rights as may be granted pursuant to the Corporation's Intellectual Property Rights Policy.

(c) In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Adopters may be entitled.

SECTION 14.4 NOT-FOR-PROFIT CONTRIBUTORS

The Corporation shall have Not-for-Profit Contributors ("NFP Contributors") who must execute a Membership Agreement in such form as may be specified from time to time by the Board, which form may differ from the form of Membership Agreement then required of other classes of Members. To be eligible to apply to become an NFP Contributor, the applicant must be a not-for-profit entity organized and recognized as such by, and in good standing with, the jurisdiction where it is chartered. Any NFP Contributor may, at the sole discretion of the Board and pursuant to a Membership Agreement so stating, be asked to make in-kind contributions of goods or services in lieu of cash fees or dues. In approving any application for NFP Contributor membership, the Board must find that any in-kind contribution in-lieu of membership fees or dues provides fair value to the Corporation. Any such finding by the Board shall be final and binding on the Corporation and all Members. NFP Contributors shall be entitled to all rights and be bound to the obligations generally afforded to and imposed upon all Contributors pursuant to these Bylaws, including, without limitation, execution of and compliance with the Corporation's IPR Policy, as amended from time to time. Except as specifically provided in this Section 14.4, all references to the term "Contributor," shall be deemed to include NFP Contributors.

ARTICLE 15: CONFIDENTIALITY

SECTION 15.1 CONFIDENTIAL INFORMATION

The Members intend to engage in discussions regarding: creation of Draft Specifications, Draft Submissions, HomeGrid Specifications and HomeGrid Submissions, compliance testing of

products implementing the standards based on HomeGrid Technology, governance, and marketing of the Corporation. During the course of these discussions the Members may choose to exchange confidential and proprietary business and technical information in furtherance of the purposes of this Corporation. The Members wish to protect the confidential and proprietary nature of such information. A Member disclosing Confidential Information orally shall confirm the designation in writing, within thirty (30) days of disclosure. The following information shall be deemed Confidential Information of the Corporation: (i) Draft Specifications and Draft Submissions of the Corporation; (ii) meeting minutes of the Board of Directors or any Work Group; (iii) public relations or promotional material of the Corporation before the publication and that is identified or designated as Confidential Information; and (iv) any other information that is designated as Confidential Information by the Board of Directors. By disclosing Confidential Information at Work Group meetings, a Member agrees that should any such Confidential Information be necessarily, inherently, or inferentially disclosed by a HomeGrid Specification or HomeGrid Submission adopted by the Corporation, such information will not be considered Confidential Information and will waive all confidentiality with respect to such Confidential Information and shall allow disclosure, publication, and dissemination of such HomeGrid Specification or HomeGrid Submission.

SECTION 15.2 OBLIGATION OF CONFIDENTIALITY

The Members shall maintain Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances, and will neither use, disclose nor copy such Confidential Information, except as necessary for its Representatives. Any copies of writings containing Confidential Information, that are made or disclosed in this manner, shall be marked “confidential,” “proprietary” or with a similar legend. Unless the Members that disclosed Confidential Information agree otherwise, this obligation of confidentiality will expire three (3) years from the date of the original disclosure. However, the Members will not be liable for the disclosure of any information that is:

- (a) rightfully in the public domain other than by the Members’ breach of a duty of confidentiality;
- (b) rightfully received from a third Member without any obligation of confidentiality;
- (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing Member;
- (d) independently developed by employees of the Members; or
- (e) rightfully disclosed as required by law; or
- (f) is the subject of a written permission to disclose by the Member disclosing in accordance with these Bylaws.

SECTION 15.3 NO OBLIGATION OF DISCLOSURE - TERMINATION

The Members have no obligation to disclose Confidential Information to the other Members. Any Member may, at any time: (a) cease giving Confidential Information to the other

Members without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed hereunder, and all copies thereof, and the other Members will promptly comply with such request, and certify in writing its compliance.

SECTION 15.4 RESIDUALS

As a result of engaging in the development effort referred to in these Bylaws, and the receipt of Confidential Information, each Member may increase or enhance the knowledge or experience, and the written expression thereof (retained without reference to printed or electronic documents) in the memories of each of its Representatives. Notwithstanding anything else to the contrary in these Bylaws, each Representative may use and disclose such knowledge, experience, and the written expression thereof in its business. With respect to the knowledge and experience and written expression thereof, no Member or its Representatives, shall (a) intentionally memorize it so as to reduce it to an intangible form for the purpose of creating or using a residual, or (b) avoid the Member's obligation to maintain its confidentiality merely by having a person commit such item to memory so as to reduce it to an intangible form. The foregoing right to use and disclose such residual knowledge, experience and written expression thereof is subject to the intellectual property rights of other members and no rights or licenses are granted therefore.

SECTION 15.5 SURVIVAL

This ARTICLE 15 shall survive any termination of membership pursuant to SECTION 12.9 or any other reason.

ARTICLE 16: GENERAL

SECTION 16.1 WAIVER OF WARRANTIES

ALL SPECIFICATIONS OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION, AS WELL AS ANY INTELLECTUAL PROPERTY CONTRIBUTED TO THE CORPORATION BY ITS MEMBERS, THEREIN IS PROVIDED "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 16.2 LIMITATION OF LIABILITY

IN NO EVENT SHALL CORPORATION BE LIABLE TO ITS MEMBERS, OR ITS MEMBERS LIABLE TO CORPORATION OR TO THE CORPORATION'S OTHER MEMBERS, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS OR ANY INTELLECTUAL PROPERTY RIGHTS AGREEMENTS OF CORPORATION, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH MEMBER RELEASES THE OTHER MEMBER AND ALL OF THE OTHER MEMBERS' AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT SHALL ANY MEMBER BE LIABLE TO ANY OTHER MEMBER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING OUT OF, RELATED TO OR IN CONNECTION WITH ORGANIZATIONAL DOCUMENTS OR PARTICIPATION IN THE BUSINESS OF THE CORPORATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY BREACH OF ARTICLE 15 (CONFIDENTIALITY) BY THE CORPORATION OR ANY MEMBER.

ARTICLE 17: CHOICE OF LAW

Any claim arising under or relating to these Bylaws shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.

* * *

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the HomeGrid Forum, an Oregon nonprofit corporation; and

The foregoing Fourth Amended and Restated Bylaws constitute the Fourth Amended and Restated Bylaws of the Corporation as duly adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 28 day of May, 2013.

Printed Name

Signature