

BYLAWS OF

JournalList, Inc.

(A Delaware Nonstock Corporation)

1.

DEFINITIONS

- 1.1. **“Affiliate” or “Affiliates”** means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition and the definition of Subsidiary in *Section 1.11*, “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.
- 1.2. **“Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- 1.3. **“Confidential Information”** means only the following: (i) Draft Specifications; (ii) meeting minutes of any Work Group and Board of Directors; (iii) non-technical information that is developed by the Corporation or any Member for the purpose of promoting the Corporation or a Final or Draft Protocol or Specification (collectively referred to as “Specifications”), and identified or designated as confidential; (iv) all information disclosed by Members prior to the date of these Bylaws directly for the purposes of the Corporation or the formation of the Corporation; (v) all confidential information disclosed by any Member in the manner specified in *Article 16*; and (vi) all other information that is designated as Confidential Information by the Board of Directors. Except as otherwise provided for above, contributions are JournalList, Inc. Confidential Information.
- 1.4. **“Corporation”** means JournalList, Inc., also referred to herein as “JournalList.”
- 1.5. **“Executive Director,”** if any, means an officer of the Corporation whose duties and responsibilities are set forth in *Section 5.9* below.
7. **“Good Standing”** in the context of a Member’s status under these Bylaws means a Member that has paid all dues owed or has not exceeded the notice period for non-payment of dues, and whose membership has not been terminated or suspended in accordance with these Bylaws.
8. **“Intellectual Property Rights Policy” or “IPR Policy”** means the Corporation’s Intellectual Property Rights Policy as found in *Section 16.6*.
9. **“Organizational Meeting”** means the organizational meeting held by the Corporation.
10. **“Member”** means those parties that have executed the Corporation’s Participation Agreement and who so qualify in accordance with the provisions of *Article 12* and *Section 14.1* below, and the Affiliates of each, including members of the Corporation that are participating on terms applicable to a particular level of participation as the Board of Directors may from time to time designate. Member, as used herein, shall not mean a “member” as that term is used in Section 215 of Title 8 of the General Corporation Law of the State of Delaware. The Corporation shall not have “members” for purposes of Delaware state law. If, notwithstanding the foregoing, the Members are deemed to be “members” under Delaware state law, such Members shall not have any rights of “members” under Delaware state law, and have only the rights given to such Members under these Bylaws .
11. **“Subsidiary”** means any entity now or hereafter that is directly or indirectly controlled by the subject party.

2.

OFFICES

2.1. PRINCIPAL OFFICE

The principal office of the Corporation shall be located at the physical address specified by the Board of Directors.

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. Such change of address shall be effective upon written notice to all Members.

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.

2.4. REGISTERED AGENT AND OFFICE

The Corporation shall continuously maintain in the State of Delaware both:

1. a registered agent, who shall be:
 - a. an individual who resides in the State of Delaware;
 - b. a corporation, a domestic business corporation, domestic limited liability company or domestic professional corporation with an office in the State of Delaware; or
 - c. a foreign corporation, foreign business corporation, foreign limited liability company or foreign professional corporation authorized to transact business in the State of Delaware with an office in the State of Delaware; and
2. a registered office of the Corporation which shall be the residence or office address of the registered agent.

3.

PURPOSE AND POWERS

3.1. CODE 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.

3.2. SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is formed for purposes of achieving Members' common business interest in developing and promoting specifications to aid in the publication of "trust.txt" files on websites ("JournalList Specification").

The specific purposes for which the Corporation is organized include, but are not limited to:

1. Providing a forum and environment whereby the Members and their Affiliates may meet to develop and approve suggested revisions and enhancements to any JournalList Specification, and to provide a forum whereby users may meet with developers and providers of related products and services to identify requirements for certification and interoperability;
2. Educating the business communities as to the value, benefits and applications for consumer products, content, and services that are compliant with any JournalList Specification through public statements, publications, trade show demonstrations, seminar sponsorships and other programs established by the Corporation; and
3. Fostering the development of competitive new products and services based on any JournalList Specifications in conformance with the applicable antitrust laws and regulations

In furtherance of these efforts, the Corporation and its Members shall seek to solicit the participation and comments of all interested parties on a fair, equitable, and open basis.

3.3. DURATION

The duration of the Corporation shall be perpetual, but may be dissolved at any time upon at least a unanimous vote of all Directors, minus one (1).

3.4. COMPLIANCE WITH ANTITRUST LAWS

Each of the Members of the Corporation is committed to fostering competition in the distribution of products and services, and the work of the Corporation is 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 which does not violate any applicable state, federal or international antitrust laws or regulations or applicable orders. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Agreement 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. Each Member further acknowledges that it and each other Member is free to develop competing technologies and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards. The Corporation shall adopt Antitrust Guidelines substantially similar to the ones attached hereto as Exhibit A.

4. DIRECTORS

4.1. NUMBER

The number of Directors of the Corporation shall be set upon as at least a unanimous approval of the Board of Directors, minus one (1); provided, that there must be a minimum of three (3) Directors on the Board of Directors.

The Initial Board of Directors shall consist of those Directors, appointed pursuant to *Section 4.3.2* below.

4.2. POWERS

Subject to the provisions of the General Corporation Law of the State of Delaware and any limitations in the Certificate 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.

4.3. QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS

1. Qualification. Each Director must be (i) an employee or representative of a Member in Good Standing, or (ii) the current Executive Director of the Corporation or (iii) pursuant to *Section 4.3.2*, elected at least by unanimous consent of the other Directors, minus one (1), as a Non-Member Director of the Board. No Member may have more than one (1) employee or representative elected or appointed to the Board of Directors. For purposes of these Bylaws, a Member and its Affiliates shall be deemed as one (1) Member.
2. Initial Appointment. The Initial Board of Directors shall be appointed by the incorporator and shall consist of (A) the initial Executive Director, Scott Yates; and (B) the following non-Member directors Ralph Brown and Claire Wardle (the “Non-Member Directors”). Said members of the Initial Board of Directors shall serve until their term expires or terminates or until their successors are appointed. Following the expiration of the term of the Non-Member Director serving on the Board of Directors the then current Board of Directors shall have the option of electing a new Non-Member Director. The then current Executive Director shall be entitled to serve on the Board of Directors and shall be appointed by the Board of Directors to serve as a Director concurrent with his or her appointment as Executive Director. Following the term of the Initial Board of Directors, the Corporation shall hold an election for the Members to elect Directors to fill open seats available to fill the available seats allocated to the Members.

In the event a Director, who is an employee or representative of a Member, is no longer able to serve out his or her term, or is no longer an employee or representative of Member, then such Member shall have the right, while they remain a Member in Good Standing, to appoint a replacement representative to serve on the Board of Directors during the term for which they were initially appointed or elected, as the case may be. Members shall no longer have a right to appoint a replacement representative if they cease being Members under these Bylaws.

Each Member represented on the Board of Directors may also appoint an alternate representative to serve on the Board on a temporary basis should its designated representative become unavailable. Even if a designated representative to the Board of Directors is present, that Director’s alternate representatives may also attend meetings of the Board of Directors, but in a nonvoting capacity. By providing written notice to the Secretary, a Member may replace an individual representative of that Member on the Board of Directors at any time either with its designated alternate representative or another designated representative of the Member.

3. Notice, Nomination and Election of the Directors from Members. Commencing immediately prior to the Second Annual Meeting of the Members and continuing each year thereafter, the Executive Director will provide not less than ninety (90) days prior notice to all Members in Good Standing of the right to nominate a representative for Election to the Board of Directors whose term on the Board has expired. Members may then nominate a representative for election to the Member-Elected Director seats up for election in such year by providing written notice of the same to the Secretary not later than thirty (30) days prior to the Annual Meeting of the Members. There will be three (3) open seats for each election and three (3) Directors will be elected by the Members.

At such time as all nominees for the Member-Elected Directors are known, the current Board of Directors shall direct the Executive Director to create an official ballot of the candidates. The Executive Director shall then provide each of the Members in Good Standing with a slate containing the names of all final nominees no later than twenty (20) days before the Annual Meeting of the Members. Voting for the election of Directors

shall be by written or electronic ballot received via email, or an electronic voting platform designated by the Board at least three (3) days before the Annual Meeting of the Members designated on the official ballot. Each Member in Good Standing may cast a vote for an Director candidate listed on the ballot. The candidates receiving the highest number of votes shall be elected. Cumulative voting shall not be allowed in the election of the Directors.

In the event of a tie between two (2) or more individuals seeking election to the Board of Directors, then prior to seating the new Directors, a “run-off” election shall be conducted by the Secretary between those individuals tied after the initial vote. The candidate receiving the highest number of votes shall be elected. For purposes of such a tie-breaking election, notice and voting shall be by electronic mail and shall occur as soon as reasonably possible after the initial tabulation of votes has been completed, but in any event, before the Annual Meeting of the Board of Directors is called to order.

4.4. TERM OF OFFICE

1. Term of Initial Board of Directors: The incorporator shall designate the terms of the Initial Board of Directors as having a two (2) year term and one Director having a three (3) year term in order to provide greater continuity to the Board activities. Each such Initial Board of Director members shall serve their term or until their death, resignation or removal from office, or in the case of Member employee or representative, the Director’s term is also limited until they are no longer employed by or are a representative of the Member that appointed them. For the avoidance of doubt, Directors elected or appointed to fill vacancies of any of the Initial Board of Directors shall serve out the term of that Director or until their successor is appointed, or in the case of Member employees or representatives, the Director’s term is also limited until they are no longer employed by or are a representative of the Member that appointed them.
2. Following the Initial Board of Directors, a Director elected to serve on the Board of Directors by the Members shall serve a two (2) year term, or until his or her death, resignation or removal from office, or when he or she is no longer employed by or is a representative of the Member at the time of his or her election, or when the Member that employs the Director ceases to be a Member. If the Director that holds a Member-elected seat does not complete the two (2) year term due to his or her death, resignation or removal from office, or because he or she is no longer employed by or is a representative of the Member (who employed the Director when the Director was seated) or because the Member (who employed the Director when the Director was seated) ceases to be a Member, then the Member who employs the Director shall have the right to appoint a successor to serve out the term of such Director.

4.5. DUTIES

The Board of Directors shall perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation, or by these Bylaws. These duties shall be focused on the day-to-day operation and maintenance of the Corporation, but shall also include:

1. Establishing and chartering the Work Groups and approving all procedures, specifications and standards produced by the Working Groups;
2. Considering 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 yearly budget, to the extent practical, until an annual budget is approved;

3. Establishing or revising membership classes and the rights and privileges of the various classes of Members;
4. Establishing annual dues for the various classes of Members and to determining the rights and obligations for each class of Member not otherwise stated in these Bylaws;
5. Adopting and modifying these Bylaws; and
6. Electing annually a Chairman to preside over the Board of Directors' meetings or to take such action as may be agreed upon by the Board of Directors.

4.6. COMPENSATION

Directors shall serve without compensation by the Corporation for their activities as a Director, except that the Executive Director may receive reasonable compensation by the Corporation for the services he or she performs as Executive Director.

Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested Directors. As used in this *Section 4.6*, and in *Section 5.10*, the term "disinterested Directors" shall mean Directors not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

4.7. PLACE OF MEETINGS

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Directors. Meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under Section 211 of the General Corporation Law of the State of Delaware, as that Section may be amended, from time to time.

4.8. ANNUAL MEETINGS

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of Members. The appointment by Members in Good Standing of new Directors, if any, shall be completed at or before the Annual Meeting of the Board of Directors. The seating of newly elected Directors, if any, shall occur at the Annual Meeting of the Board of Directors.

4.9. REGULAR MEETINGS

Regular 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 Delaware to call Regular Meetings of the Board.

4.10. NOTICE OF MEETINGS

1. Procedure for Notice. Unless otherwise provided by the Certificate of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:
 - a. Annual Meetings. The Executive Director of the Corporation shall give at least thirty (30) days' prior notice to each Director.

- b. Regular Meetings. The Executive Director of the Corporation shall give at least fourteen (14) days' prior notice to each Director.

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 airmail, such notice shall be deemed to be delivered after seven (7) days from the date deposited in the airmail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. If notification is provided by express courier services and the like, such notice shall be deemed to be delivered after three (3) days from the date of deposit. Personal notification may also include notification by telephone, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in Section 211 of the General Corporation Law of the State of Delaware, as that section may be amended, from time to time.

- 2. Contents of Notice. In addition to all other information required to be provided in a notice of a Regular or Annual Meeting by the General Corporation Law of Delaware, notice to Directors shall be supplemented not later than seven (7) days prior to the meeting (whether Regular or Annual). Such supplement shall include a copy of all resolutions to be considered and all materials to be presented regarding such resolutions. The seven (7) day period may only be waived via at least a unanimous vote of the Board of Directors, minus one (1), at the time of the meeting

4.11. QUORUM FOR MEETINGS

A quorum of the Board of Directors shall consist of seventy percent (70%) of the total number of Directors. In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

4.12. BOARD ACTION AND VOTING PERCENTAGES

Except as otherwise provided in the Certificate of Incorporation, these Bylaws or the General Corporation Law of Delaware, every act or decision done or made upon a three-quarters (3/4) vote of the Directors present at a meeting duly held at which a quorum is present shall be deemed approved by the Board of Directors. The following voting percentages shall be required for any motion, act or decision to be an action of the Board of Directors with respect to the following matters:

Matter to be Voted On	Number of Affirmative Votes Required (at least)
(a) General business matters	Three quarters (3/4) vote of the Directors present at a meeting duly held at which a quorum is present.
(b) Changing or modifying these Bylaws.	Three quarters (3/4) vote of all Directors.
(c) Approval, adoption and/or formal release of source code, specifications, publications, tools, metrics, or other formal policy positions of the Corporation.	Three quarters (3/4) vote of all Directors.
(d) Removal of a Director or alternate.	Unanimous consent of disinterested Directors, minus one (1).

(e) Revocation or suspension of membership.	Unanimous consent of disinterested Directors, minus one (1).
(f) Revision or modification of the form of Participation Agreements for the Corporation.	Three quarters (3/4) vote of all Directors.

The term “number of Directors currently serving on the Board of Directors,” as used in these Bylaws, refers to the number of elected or appointed individuals serving as Directors at the time of determination, or any individual appointed by a Member as an alternate for the Director. If an individual serving on the Board of Directors, whether a Director or an appointed alternate, is present at a meeting, but abstains from voting on a matter, for purposes of that vote, the “number of Directors currently serving on the Board of Directors,” shall not be reduced.

4.13. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his or her absence, by an acting Chairperson chosen by a majority of the Directors present at that meeting. 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.

To the extent permitted by applicable law, a Member’s alternate representative to the Board of Directors may attend a Board of Directors’ meeting and vote in place of said absent Director should said Director be unavailable to attend such meetings. Should neither the Director or the designated alternate be available for said meeting, a Director may designate an alternate representative from the same Member entity to attend a Board of Directors’ meeting and vote in place of said absent Director pursuant to a proxy signed by said Director.

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 Certificate of Incorporation, these Bylaws, or with the General Corporation Law of Delaware. Where practical, *Robert’s Rules of Order* shall be used as a guide in the conduct of meetings.

Directors may participate in an Annual or Regular Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meetings can hear and fully understand one another during such Meeting. Participation in a Meeting pursuant to this *Section 4.13* constitutes presence in person at such a meeting.

4.14. VACANCIES; RESIGNATIONS

Vacancies on the Board of Directors shall exist whenever: (1) a Director resigns from or is terminated from employment by the Member employing the Director at the time of the Director’s appointment or election; (2) a Member that has a representative on the Board of Directors terminates its Participation Agreement; (3) a Director is found to have missed more than three (4) consecutive, regularly noticed Annual Meetings or Regular Meetings without cause or not due to excused absence; and (5) whenever a Director is removed from office with or without cause, as permitted by and in accordance with the laws of the State of Delaware.

Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Board. If such resignation results in there being less than three (3) Directors, then the Members shall hold a special meeting to elect and appoint Director(s) in accordance with these Bylaws.

If a Member employs a Director and said Director is being terminated or resigning from such employment, the Member shall provide the Executive Director with written notice of the same within thirty (30) days after the effective date of the Director's resignation, termination or removal with the name of another employee or representative. Except as otherwise herein provided, if the Director is employed by a Member at the time the Director is seated as a Director, a Director shall be conclusively deemed to resign if the Director's employment with the Member is terminated, with or without cause. The Board of Directors may fill any vacancy on the Board other than those vacancies filled by a Member providing a replacement representative as described in *Section 4.3.2*. A person appointed to fill a vacancy on the Board shall hold office until the end of the term of the individual being replaced or until his or her death, resignation or removal from office.

In the event that two (2) or more Directors' Member organizations are merged or a Director's Member organization is acquired by another Director's Member organization, the resulting or acquiring Member shall designate which of the Directors is to remain on the Board and the other Director or Directors shall be removed from the Board immediately upon the closing of the acquisition or merger.

4.15. NONLIABILITY OF DIRECTORS

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

4.16. INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS

To the fullest extent permitted by the General Corporation Law of the State of Delaware, 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 of the Corporation and acting on behalf of the Corporation; and

This *Section 4.16* 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.

4.17. INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under applicable 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 Certificate of Incorporation, these Bylaws or applicable law.

4.18. BOARD ACTION WITHOUT A MEETING

Any Action that the Board of Directors is required or permitted to take may be taken without a meeting if all Directors consent in writing to that action. Consent by a Director sent by email or other electronic means is considered written consent to the extent permissible under the General Corporation Law of the State of Delaware, as it exists on the date hereof or is hereafter amended. Such action by signed 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.

4.19. CHAIRMAN OF THE BOARD

The Directors shall elect the initial Chairman of the Board of Directors at the Organizational Meeting, and said Chairman shall serve until the Second Annual Meeting of the Board of Directors or until his or her successor has been duly elected or appointed. Thereafter, at each Annual Meeting of the Board of Directors, the Directors shall elect by plurality vote a Chairman of the Board from among the Directors. The Chairman of the Board may also act as the President of the Corporation. The Board of Directors may remove the then-current Chairman of the Board, with or without cause, via at least a unanimous vote of the Board of Directors, minus one (1). Said removal as the Chairman of the Board of Directors may not act as a removal from the Board of Directors without further action as provided for under these Bylaws. In the event that the Chairman steps down or is removed for any reason, the Board of Directors shall elect a new Chairman of the Board at the following Annual Meeting (or Regular Meeting if a Regular Meeting is called prior to the next Annual Meeting).

5. OFFICERS

5.1. DESIGNATION OF OFFICERS

The officers of the Corporation shall be a President, a Secretary, a Treasurer, and an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors. With the exception of the Executive Director, all officers shall be an employee of a Member or a Member entitled to nominate and elect a Director.

5.2. ELECTION AND TERM OF OFFICE

Except as set forth in *Section 5.5* regarding the Initial President of the Corporation, the Officers shall be elected by plurality vote of the Board of Directors, at each Annual Meeting of the Board of Directors, and each officer shall hold office until he or she dies, resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

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 at least a unanimous vote of the Board of Directors, minus one (1). An officer who is also an employee of a Member shall automatically be removed if the Member terminates its participation in the Corporation. 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 therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this *Section 5.3* shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

5.4. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of the 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 appointed at the discretion of the Board may or may not be filled as the Board shall determine.

5.5. DUTIES OF PRESIDENT

The incorporator shall appoint Scott Yates as the initial President of the Corporation and said President shall serve until the Second Annual Meeting of the Board of Directors or until his or her successor has been duly elected or appointed. The President shall be the chief executive officer and, if a Director, may also be the Chairman of the Board of Directors of the Corporation. The President, acting in the capacity of 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 Certificate of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors, including presiding as chairperson at all meetings of the Members.

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

5.6. DUTIES OF VICE PRESIDENT

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

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

5.7. DUTIES OF SECRETARY

The Secretary, or the Executive Director at the request of the Secretary, shall:

- 1.** Certify and keep at the principal office of the Corporation the original, or a copy, of the Certificate of Incorporation, these Bylaws and any amendments to either document.
- 2.** 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 committees of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.
- 3.** See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- 4.** Advise the Members in writing of all results of any election of Directors.
- 5.** 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.
- 6.** Keep at the principal office of the Corporation a Member book containing the name and address of each and any Members, and, in the case where any participation has been terminated, he or she shall record such fact in the Member book together with the date on which such participation ceased.

7. Exhibit at all reasonable times to any Members of the Corporation, or to the Member's agent or attorney, on request therefore, these Bylaws, the Member book, and the minutes of the proceedings of the Members of the Corporation.
8. In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

5.8. DUTIES OF TREASURER

The Treasurer, or the Executive Director at the request of the Secretary, shall:

1. 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.
2. Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
3. 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.
4. 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.
5. 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.
6. 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.
7. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
8. In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Certificate of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

5.9. EXECUTIVE DIRECTOR

The Incorporator shall appoint Scott Yates as the initial Executive Director of the Corporation and said Executive Director shall serve until his successor has been duly elected or appointed. The Executive Director of the Corporation shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

1. Scheduling and setting up meetings.
2. Facilitating communication between Members, including providing timely notices of meetings. Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.

3. 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.
4. Receiving and processing Participation Agreements, and executing them on behalf of the Corporation.
5. In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

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

5.10. COMPENSATION

With the exception of the Executive Director, whose services shall be provided pursuant to a consulting and services agreement between the Corporation and an outside contractor, the officers shall serve without compensation by the Corporation, unless the Board of Directors authorizes compensation.

Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a majority of Disinterested Directors as defined in *Section 4.6* above.

6. WORK GROUPS

6.1. WORK GROUPS OVERVIEW

The Corporation shall have such committees as may from time to time be designated upon vote of the Board of Directors (“Work Groups”). It is anticipated that the Board of Directors will designate a Technical Work Group.

Meetings and actions of Work Groups shall be governed by, noticed and held in accordance with written Work Group Procedures to be adopted by the Board of Directors, and the Board of Directors from time to time may amend such Work Group Procedures.

6.2. MEETINGS AND ACTION OF WORK GROUPS

1. **FORMATION.** Any Member may propose to the Board of Directors the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group, and the Members that initially desire to participate in such Work Group. 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 chairperson of such Work Group from among the Members, which chairperson shall serve for a term of one (1) year after which time the Board of Directors must either replace or reappoint said chairperson. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Members as well as the then-current Work Group Procedures that will govern the actions of such Work Group. Without limiting the powers of the Board of Directors as stated in these Bylaws, all output of Work Groups, including but not limited to Draft Specifications, and modifications thereto, shall be subject to review and approval of the Board of Directors in accordance with *Section 16.6* prior to

publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members.

2. COMPOSITION. Subject to the approval of the Work Group chairperson and the Board of Directors, Members may become a member in the Work Group. Any Member in Good Standing is eligible to apply for membership in any Work Group; however, it is expected that the Member company meet and maintain objective minimum requirements for membership in a Work Group. The Board of Directors may develop and publish guidelines which establish the objective minimum requirements as part of the general Work Group Procedures.

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

4. MEETINGS. Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Board of Directors. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures or Work Group Specific Procedures adopted by the Board of Directors. Where practical, *Robert's Rules of Order* shall be used as a guide in the conduct of meetings.

5. REMOVAL FROM WORK GROUPS. The then-current Work Group Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

7. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

7.1. EXECUTION OF INSTRUMENTS

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

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 with a value of less than Twenty-Five Thousand U.S. Dollars (US \$25,000) shall be signed by the President, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Twenty-Five Thousand U.S. Dollars (US \$25,000), shall require the signatures of two (2) or more of the above-listed officers.

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 Executive Director may select.

8. CORPORATE RECORDS AND REPORTS

8.1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

1. Minutes of all meetings of the Board of Directors, all meetings of committees of the Board of Directors, all meetings of any Work Group 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;
2. 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;
3. A record of its Members, if any, indicating their names and addresses and, if applicable, the class of participation held by each Members and the termination date of any Member agreement; and
4. A copy of the Corporation's Certificate of Incorporation and these 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.

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 Certificate of Incorporation, other provisions of these Bylaws, and applicable law.

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.

8.4. PERIODIC REPORT

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

9. IRC 501(c)(6) TAX EXEMPTION PROVISIONS

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.

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.

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," as defined below, as the Board of Directors shall determine. For purposes of this *Section 9.3* "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

10. AMENDMENT OF BYLAWS

Except where otherwise provided for in individual Articles herein, or Attachments, these Bylaws and any Attachments, or any of them, shall only be altered, amended, or repealed, and new Bylaws adopted, upon approval of three quarters (3/4) vote of all Directors.

11. CONSTRUCTION AND TERMS

11.1. CONFLICT

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

11.2. UNENFORCEABLE

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.

11.3. REFERENCES

All references in these Bylaws to the Certificate of Incorporation shall be to the Certificate of Incorporation filed with an office of the State of Delaware and used to establish the legal existence of the Corporation.

12. PARTICIPATION PROVISIONS

12.1. DETERMINATION AND RIGHTS OF MEMBERS

The Corporation shall initially have only one class of participation. In the future the Board may create new classes of participation ("Member Classifications") provided that the Board defines such classes and make information available about such classes of participation available publicly; and no such additional classes defined by the Board without Bylaw modification will change the rights of the Members defined in these Bylaws. No Member shall hold more than one (1) Participation Agreement in the Corporation. For purposes of this *Section 12.1*, a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Participation Agreements, the Certificate of Incorporation, these Bylaws, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the general Members of the Corporation, access to Final Specifications and market requirements documents

as may be approved by the Board of Directors, and access to the general Members' portions of the Corporation's web site.

12.2. QUALIFICATIONS FOR PARTICIPATION

The qualifications for participation in the Corporation are as follows:

Any company or individual supportive of the Corporation's purposes as defined in *Section 3.2*, 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 Member Classification. Additionally, each Member hereby agrees not to load the membership of any Work Group of the Corporation for the purpose of obstructing the purpose of the Corporation or the progress or purpose of that Work Group.

12.3. FEES AND DUES

The annual dues payable to the Corporation by Members shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues and yearly dues shall be due and payable as specified in the Participation 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.

If a Member has a representative that is serving on the Corporation's Board of Director then it shall have the obligation to pay annual dues increased by the Board Membership status amount established initially at the Organizational Meeting of the Corporation, which may be changed subsequently by the Board of Directors, provided however, any increase in the Board Membership status amount will only be effective following the next Annual Meeting of the Members to provide new Board Members with visibility to the amount such Member would have to pay.

12.4. 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 so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants from such Member classification.

12.5. MEMBER ROLL

The Corporation shall keep a 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 Member. Termination of the Participation Agreement of any Member shall be recorded in the roll, together with the date of termination of such participation. Participation in the Corporation is a matter of public record; however, Member lists will not be sold .

12.6. NON-LIABILITY OF MEMBERS

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

12.7. NON-TRANSFERABILITY OF PARTICIPATION AGREEMENTS

No Participation Agreement may be assigned without the prior written consent of the Corporation, and any purported assignment without such written approval shall be null and void. Notwithstanding the foregoing, upon written notice to the Corporation, the Corporation shall automatically consent to an

assignment pursuant to a bona fide Change in Control of a Member. As used herein, the term “Change in Control” shall mean: a) the consummation of any consolidation or merger of Member pursuant to which Member’s common stock (or other capital stock or equity interest) would be converted into cash, securities, other property, common stock, capital stock or equity interest of the surviving entity; or (b) all or substantially all of Member’s assets shall be sold, leased, conveyed, or otherwise disposed of as an entirety or substantially as an entirety to any person in one (1) transaction.

12.8. TERMINATION OF PARTICIPATION

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

1. Upon a failure to initiate or renew a Participation Agreement by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such 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 fifteen (15) days’ written notice from the Member.
3. Upon at least a unanimous vote of all disinterested Directors, minus one (1), 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 participation herein, including the requirements for participation as stated in *Section 12.2* above.
4. Upon a Member’s dissolution.

In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) Participation Agreement and one (1) vote in all Member votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be given with notices thereof, provided, however, this continued attendance shall in no circumstances apply to Board Meetings of the Corporation.

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

13. MEETINGS OF MEMBERS

13.1. MEETINGS OF MEMBERS

The Annual Meetings of Members shall be held for the purpose of transacting such other business as may come before the meeting, provided that for purposes of Annual Meetings of Members, only those Members that are permitted to participate in the Work Groups under the terms of these Bylaws shall be invited to the Annual Meetings of Members. Other regular meetings (“Regular Meetings”) of the Members that are permitted to participate in the Work Groups under the terms of these Bylaws shall be held on dates and at times to be determined by the Board of Directors. Regular Meetings of the Members for any purpose shall be called by the Board of Directors, or by written request of three-quarters (3/4) of the Members.

13.2. CALL FOR MEETINGS OF MEMBERS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the meeting of the Annual Meeting of Members shall be provided not less than sixty (60) days in advance thereof. In the case of a Regular Meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) calendar days before the date of the meeting.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Corporation, provided that the Member to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification, or other electronic means. Personal notification may also include notification by telephone, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in the General Corporation Law of the State of Delaware as it may be amended, from time to time.

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

13.3. QUORUM FOR MEETINGS

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

13.4. REPRESENTATIVES

Each Member shall designate in writing to the Secretary or Executive Director, if any, one (1) individual to act as its representative. Each Member may also designate an alternate to act in the event that the primary representative is unable to attend a meeting or act on its behalf.

13.5. CONDUCT OF MEETINGS

Meetings of the Members shall be presided over by the President, or in his or her absence, by the President's designee. The Secretary shall act as secretary of all meetings of Members, provided that, in his or her absence, a person appointed by the Secretary shall act as secretary for that meeting. Meetings shall be governed by such procedures as may be approved from time to time by the Members.

13.6. ADVISORY VOTING

All votes of Members are advisory in nature only and do not act to bind or direct the Corporation's decisions, actions, or policies. Each Member shall have one (1) and only (1) vote on each matter submitted to a vote. A Member's designated representative or alternate, if applicable, shall be the only person entitled to cast a vote on behalf of the Member. Voting at meetings shall be by a show of hands in the case of Members attending in person, by voice ballot for Members attending by audio, videoconferencing or teleconferencing, or electronically for matters submitted for vote via electronic means.

14. MEMBERS AND ADOPTERS

14.1. MEMBERS

- 1.** The Corporation shall have Members, as defined by these Bylaws. Applicants for Member, qualified under *Section 12.2* above and applying for participation, shall be

admitted as Members upon affirmation of the Certificate of Incorporation, these Bylaws; the execution of a Participation Agreement; and payment of the applicable annual dues as specified in the Participation Agreement.

2. All Members must execute a Participation Agreement and pay the fees called for thereon for Members. Once accepted, Members shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Members. In addition, Members shall be granted the specific additional rights stated in this *Section 14.1* and shall be subject to the rights and obligations applicable to Members as provided in *Section 16.6*.
3. The following benefits are specifically afforded to Members who remain in Good Standing:
 - a. Eligible to vote for representatives elected to the Board of Directors in accordance with *Section 4.3* of these Bylaws;
 - b. Eligibility to be appointed or elected as an officer of the Corporation;
 - c. Subject to *Article 15*, the right to be listed (with a hyperlink to the Member's web site) as a Member on the Corporation's web site;
 - d. The right to participate in Work Groups; and
 - e. Subject to procedures and requirements as may be adopted by the Corporation, including but not limited to signing a separate agreement related to certificate services, eligible to seek certification of the Member's products and/or services and use the Corporation's trademarks in connection with the Member's certified products or services as set forth in *Section 14.9*.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Members may be entitled. In addition, the Board of Directors may create classes of membership by amending these Bylaws. The precise benefits of each Member class at any point in time shall be set forth on the Corporation website.

14.2.MEMBER LICENSE TO SPECIFICATIONS

These Bylaws, and specifically *Section 16.6*, set forth certain Member rights to license the Final Specifications of the Corporation.

15. PUBLICITY

No Member may make a press or other public announcement (including website listings) regarding its activities as a Member of the Corporation which names the identities of any other Member unless prior written consent is received from any Member named in the press release or public announcement. The Corporation may make a press or other public announcement (including website listings) regarding any subject germane to its purposes provided that prior written consent is received from any Member named in the press release or public announcement.

No Member may make statements on behalf of JournalList without prior approval of the Board or the Executive Director.

16.

DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

16.1. LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION

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

16.2. NONDISCLOSURE

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this *Article 16*. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this *Section 16.2* shall not be deemed to grant to any party a license under another party's copyrights or patents.

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

16.3. CORPORATION INFORMATION

All public disclosures regarding the existence, Members, and activities of the Corporation must be approved by the Board of Directors; and upon Board approval either the Corporation and/or each Member may disclose a listing of Members' names as indicated by the Board approval. Public disclosure of any version or revision of a Draft Specification shall be subject to the approval by the Board of Directors pursuant to a vote as set forth in these Bylaws. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all approved Final Specifications, as well as all information relating to the Corporation and its activities, as approved by the Board of Directors. If a Member shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Member shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

16.4. SURVIVAL OF CONFIDENTIALITY OBLIGATIONS

After withdrawal, termination or nonrenewal as a Member, for any reason, a former Member has a continuing duty under this *Article 16*.

16.5. CONFIDENTIAL INFORMATION

From time to time a Member of a Work Group may deem it necessary to disclose confidential information to other Members of such Work Group. In such instances such Member may disclose the relevant information in confidence to Members of a Work Group, and such information shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure. Notwithstanding the foregoing, information shall be deemed Confidential Information if a Member inadvertently discloses it without identifying it as confidential at the time of disclosure but notifies all Members to whom such Confidential Information has been disclosed (in accordance with the following sentence) of the disclosing party's intention to maintain the confidentiality of such information and the receiving parties have not disseminated the subject information outside of their organization prior to receiving such notice. Any such designation shall be effected by (i) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (ii) by orally indicating that any information disclosed orally/visually is the Confidential Information of the disclosing party and then within ten (10) days providing the receiving parties of such information with a written summary of the orally/visually disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by a Specification adopted by the Corporation, such information will be not be considered Confidential Information and such Member will waive all confidentiality and shall allow publication of such Final Specification.

16.6. INTELLECTUAL PROPERTY RIGHTS

1. **Ownership.** By becoming a Member of JournalList, the Member acknowledges and agrees that each Member shall retain ownership of all worldwide rights, titles, and interests in its trade secrets, copyrights, trademarks, patents and other intellectual property, subject to the licenses granted herein.
2. **Patents.** The Member acknowledges and agrees that pursuant to the terms hereof, the Member is not entitled to any patent licenses from Members of JournalList, nor shall the Member be required, pursuant to their Membership, to grant any licenses in their patents to other Members.
3. **Copyrights.** The Member grants and agrees to grant to other Members and JournalList a worldwide, irrevocable, nonexclusive, non-transferable (except as otherwise provided in the Bylaws, sublicensable, royalty-free copyright license to reproduce, create derivative works of, distribute, display, and perform any copyrightable materials that the Member may contribute to the Corporation by virtue of their participation in the activities of the Corporation. JournalList shall own all right, title, and interest in the compilation of copyrightable works contributed to the Corporation in the furtherance of its purpose, including but not limited to Specifications and related works.
4. **Grant of Use.** Upon the release of a Specification that has been finally adopted by the BOD, JournalList grants and agrees to grant the Member a worldwide, nonexclusive, royalty-free copyright license to reproduce, distribute, and display, Specification and the contributions of any and all Members for the purpose of developing and promoting systems, apparatus, devices, procedures, processes, material, software, metrics and other structures and data complying with the Specification. This does not, however, act in any way to grant Member any patent licenses in Necessary Claims of any Member.
5. **Survival.** The licenses granted under this *Section 16.6* shall survive termination of an Member's participation and Membership in JournalList.

6. **Trademarks.** The Corporation may grant a Member a worldwide, nonexclusive, royalty-free, nontransferable (except as provided in these Bylaws) right, without the right to sublicense such trademarks pursuant to a separate agreement signed by the Member and the Corporation. However, nothing in these Bylaws limits a Member's right to display JournalList trademarks in a nominative or referential manner if and as permitted without a license under applicable law. The Member agrees that it shall not use JournalList trademarks in a manner that derogates from the Corporation's rights in JournalList trademarks, nor take any action that will interfere with or diminish the Corporation's rights in the JournalList's trademarks.
7. **No Implied License.** Except as expressly provided by these Bylaws, no other rights are granted or received hereunder by implication, estoppel or otherwise. All rights not expressly granted are reserved.

17. DISPUTES AND DISPUTE RESOLUTION

17.1. APPLICATION

The following provisions apply in the event of dispute between a Member and the Corporation. For purposes of *Article 17*, a Member and the Corporation are each sometimes referred to individually as a "party" and collectively as the "parties." Notwithstanding anything else herein, this *Article 17* shall only apply to disputes between the Corporation and its Members and shall not apply to any disputes between Members or between the Members and third parties.

17.2. WAIVER OF WARRANTIES

ALL DRAFT SPECIFICATIONS AND FINAL SPECIFICATIONS OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN AND ANY CONTRIBUTIONS TO FINAL SPECIFICATIONS MADE BY MEMBERS ARE 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.

17.3. LIMITATION OF LIABILITY

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

17.4. MEDIATION

The parties agree to first submit any controversy or claim between any Member and the Corporation arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in San Francisco, California, by a mediator to be selected by the parties from a panel selected by the International Chamber of Commerce ("ICC") ADR Dispute Resolutions Services. The parties agree to mediate in good faith over a minimum period of thirty (30) days.

17.5. ARBITRATION

Any controversy or claim between any Member and the Corporation arising out of or related to these Bylaws not resolved by mediation shall be settled by binding arbitration in accordance with the

Arbitration Rules (the “Rules”) of the ICC, and the procedures set forth below. In the event any inconsistency between the Rules of ICC and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction thereof.

1. Location. The location of the mediation and arbitration shall be in Santa Clara County, California, U.S.A., or a location where the parties mutually agree.
2. Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) ICC arbitrators who are independent and disinterested with respect to the Corporation. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by ICC from among their panelists with relevant expertise.
3. Case Management. Prompt resolution of any dispute between any Member and Corporation is important to all parties and the parties agree that the arbitration of any such dispute shall be conducted expeditiously. The arbitrators shall be instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, prehearing discovery and activities), in order to complete the arbitration as expeditiously as possible.
4. Remedies. The arbitrators may grant such legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a State or U.S. Federal court; provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in these Bylaws.
5. Expenses. The expenses of the arbitration, including the arbitrators' fees, shall be shared equally among the parties. Each party shall be responsible for its own attorneys' fees, including expert witnesses.
6. Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, experts, investors, insurers, legal counsel, and when required to disclose by applicable securities laws.
7. Intellectual Property. There shall be no arbitration of issues of the validity, infringement or enforceability of patents or copyrights. Further, this *Section 17.5(7)* does not apply to any intellectual property rights of a Member with respect to other Members or third parties.

17.6. SURVIVAL

This *Section 17* shall survive any termination of participation as Member pursuant to *Section 12.8* or termination of participation as Member for any other reason.

[Signature page follows]

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of JournalList, Inc., a Delaware nonstock Corporation; and

The foregoing Bylaws comprising __ pages, including this page, constitute the original Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ____ day of _____, 2020.

Name

Signature

Exhibit A

JournalList, Inc. Antitrust Guidelines

BACKGROUND

JournalList, Inc. (“Alliance”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries that may be applicable or govern the activities of the Alliance (generally, “Antitrust Laws”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for the Alliance and for participating companies. In order to minimize exposure of the Alliance and its Members to antitrust liability, the Alliance and each Member, or other participant (for purposes of this Antitrust Guideline, a “Member”) agree to abide by the following guidelines when participating in connection with activities of the Alliance.

Prior to any and all meetings of the Alliance, or subgroups thereof, the Members and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

GUIDELINES

1. Neither the Alliance nor its committees and activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in the Alliance, there shall be no discussion, communication, agreement or disclosure among Members that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
3. The Alliance and Members, in connection with their participation in the Alliance, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market. (This paragraph is not intended to preclude the Alliance or a Member from disclosing and asserting its intellectual property rights.)
4. The qualifications for participation in the Alliance are set forth in the corporate documents of the Alliance. No applicant for participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of participation.
5. Each Member in the Alliance is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.

6. To the extent that the Alliance develops, administers or approves specifications, test procedures, or certification programs, a Member's decision to accept or comply to or participate therein shall be voluntary on the part of Members, and shall in no way be compelled or coerced by the Alliance. Adherence to Final Specifications shall be voluntary on the part of the Members of the Alliance. This guideline shall not, however, prevent the Alliance from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with the Alliance's specifications, test procedures or certifications programs.
7. Final Specifications which may be developed, administered, approved, or adopted by the Alliance, shall be based upon appropriate technical, business and consumer considerations, and shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. The Alliance may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with the Alliance's Final Specifications, test procedures or certifications programs. The Alliance also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Final Specifications, or test procedures of the Alliance or with the Alliance's certification program.
9. During the course of the activities of or sponsored by the Alliance, Members should refrain from disclosing information to any other Member that is not reasonably related the legitimate purposes of such activities.
10. The Alliance and its Members, in connection with their participation in the Alliance, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.
11. Nothing in the Alliance's Bylaws, or other document or policy shall be construed as restricting the right of any Member of the Alliance to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Members or the Alliance.
12. To the extent that it furthers the purposes of the Alliance, as set forth in its corporate documents, joint research and development by two or more of its Members and/or representatives thereof shall be permissible, provided that such joint research and development for the Alliance shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:
 - a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of the Alliance of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and

- c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the Alliance, or representative thereof, or of the results of such joint research and development.
- 13. The Alliance and each Member, in connection with the activities of the Alliance, shall use their best reasonable efforts to comply in all respects with the Antitrust Laws.
- 14. These Guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these Guidelines and the Antitrust Laws, the Antitrust Laws shall control.
- 15. These Guidelines shall be promulgated to all Members in the Alliance. All Members shall abide by these Guidelines.

Duly adopted by the Board of Directors of JournalList, Inc. on _____, 2020.