

**BYLAWS
OF
OPEN AUTHENTICATION TECHNOLOGY
COMMITTEE**

Amended as of October 20, 2017

**BYLAWS OF
OPEN AUTHENTICATION TECHNOLOGY COMMITTEE**

ARTICLE I

Name

Section 1.01 The name of the corporation shall be Open Authentication Technology Committee (the “Corporation”).

ARTICLE II

Offices

Section 2.01 **Principal Office and Resident Agent.** Except as may be otherwise designated by the Board, the registered agent and address of the Corporation within the District of Columbia shall be Corporation Service Company; 1090 Vermont Avenue N.W.; Washington D.C. 20005.

Section 2.02 **Other Offices.** The Corporation may also have an office or offices at such other place or places, both within and outside the District of Columbia, as the Board may from time to time determine or as shall be necessary or desirable for the conduct of the business of the Corporation.

ARTICLE III

Membership

Section 3.01 **Membership Requirements.**

(a) Corporations, limited liability companies, partnerships and other business entities (but not individuals) are eligible to be members of the Corporation (“Members”). No Member may be an Affiliate of more than one other Member. For purposes hereof, “Affiliate” means, with respect to any specified entity, any other entity which, directly or indirectly, controls, is controlled by, or is under common control with such entity, where “control” means direct or indirect ownership of more than 50% of the outstanding securities having the right to vote for the election of directors or other managing authority of the subject entity, or in the case of an entity that does not have outstanding securities (e.g., a partnership, joint venture or unincorporated association), directly or indirectly having more than 50% of the controlling interest necessary to cause the direction of the management and policies of an entity, whether by ownership of partnership interests, by contract, or otherwise. Notwithstanding the foregoing, subject to Section 5.14, the Board may determine that certain entities shall be deemed not Affiliates of a Member based on a finding that strict application of the foregoing definition would, under the circumstances, not be in the best interests of the Corporation.

(b) Subject to Section 5.14, the determination of whether an eligible party shall be admitted as a Member of the Corporation shall be made by the Board in its sole discretion. As a condition to membership in the Corporation, each prospective Member shall

execute a membership agreement substantially in the form attached hereto as Exhibit A pursuant to which such prospective Member shall agree to be bound by the terms, conditions and obligations of Members set forth in these Bylaws and any document referenced in these Bylaws, including without limitation Sections 12.01, 13.01, 14.01, 14.02 and 14.03 and the IPR Policy.

(c) The Board may from time to time establish such other requirements or procedures for the admission of Members as it deems appropriate.

Section 3.02 **Membership Classes.** There shall be two classes of Members: (a) Principal Members and (b) Associate Members, and the class of Principal Members shall have three subclasses as identified in Section 3.03. An entity seeking membership shall identify to the Corporation the class and subclass, if any, that it proposes to join, and such classification, if approved by the Board, shall be recorded on its membership agreement. The Board may from time to time establish one or more additional classes or sub-classes of Members as it shall deem appropriate. Each such class or sub-class of Members shall have such designations, qualifications, rights and powers as provided by these Bylaws or by the Board.

Section 3.03 **Principal Members.**

(a) Sub-Classes. There shall be three sub-classes of Principal Members: (i) Programmers, (ii) Principal Distributors and (iii) Technology Companies, each as defined by the eligibility criteria in Section 3.03(b). Each Principal Member shall belong to one sub-class or another, but not more than one.

(b) Eligibility.

(i) Membership in the Corporation as a Principle Programmer shall be open to entities that, as determined by the Board, are significantly engaged in the business of developing and/or licensing video programming content to Distributors (as defined in Exhibit B hereto) in the United States, its territories, and/or Canada.

(ii) Membership in the Corporation as a Principal Distributor shall be open to entities that, as determined by the Board, are significantly engaged in the business of providing access to Authorized Content (as defined in Exhibit B hereto) in the United States and/or Canada, such as but not limited to a MVPD as defined by 47 U.S.C. 522(13) (Section 602(13) of The Communications Act of 1934 - as amended by the Telecommunications Act of 1996), meaning an entity such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, that makes available for purchase, by subscribers or customers, multiple channels of video programming.

(iii) Membership in the Corporation as Technology Company shall be open to entities that, as determined by the Board, are significantly engaged in the business of developing and/or selling infrastructure or services to support the delivery of video programming content to consumers, and are not primarily engaged in the business of a Principle Programmer or a Principal Distributor.

Notwithstanding the foregoing, Membership in the Corporation as a Principal Member shall not be open to entities that are organized for the primary purpose of representing the interests of multiple entities that are not Affiliates of one another and that would themselves be eligible for membership in the Corporation as Principal Members or Associate Members.

(a) **Rights of Principal Members.**

(i) Each Principal Member shall have the right to appoint one director to the Board, and one alternate, which appointments shall be effected by notice to the Secretary of the Corporation.

(ii) Each Principal Member shall have the right to appoint one voting member of each Technical Committee (as defined below), which appointment shall be effected by notice to the Secretary of the Corporation.

(iii) Except as set forth in these Bylaws or as otherwise provided by the Board or required by law, Principal Members shall not have any voting rights with respect to the affairs of the Corporation.

Section 3.04 Associate Members.

(a) **Eligibility.** Membership in the Corporation as an Associate Member shall be open to entities that, as determined by the Board, (i) are substantially involved in issues of importance to the Corporation's standard setting activities and (ii) would provide a distinct benefit to the fulfillment of the mission and purposes of the Corporation.

(b) **Rights of Associate Members.**

(i) Each Associate Member shall have the right to appoint one voting member of each Technical Committee, which appointment shall be effected by notice to the Secretary of the Corporation.

(ii) Except as set forth above, Associate Members shall not have any voting rights with respect to the affairs of the Corporation.

Section 3.05 Resignation of Membership. Any Member may withdraw from the Corporation at any time by giving notice of such withdrawal to the Secretary of the Corporation, provided that such withdrawal shall not modify any obligation of such Member that shall have accrued prior to the effective date of such withdrawal, including obligations set forth under the IPR Policy (except as provided under Section 12.01) and the payment of any dues, as applicable.

Section 3.06 Suspension, Expulsion. A Member may, by action of the Board (subject to Section 5.14), be suspended for a period to be determined by the Board or expelled from membership in the Corporation. Any such action shall be taken only for cause, as determined by the Board. Cause for such action shall include, without limitation, violation of the terms of Corporation's membership agreement or other rules adopted for Members by the Board, failure to pay when dues and fees are imposed by the Board, and conduct prejudicial to the best interests of the Corporation.

ARTICLE IV

Meetings of Members

Section 4.01 **Plenary Meetings.** Plenary meetings of the Members shall be held annually or on such other schedule as may be determined from time to time by the Board.

Section 4.02 **Special Meetings.** The Board may call special meetings of the Members, or any class or sub-class thereof, from time to time for any purpose the Board deems appropriate.

Section 4.03 **Place of Meeting.** Any plenary or special meeting shall be held at such place, within or outside the District of Columbia, as the Board may from time to time determine. Whenever the Board shall fail to fix such place, the meeting shall be held at the principal place of business of the Corporation.

Section 4.04 **Notice of Meetings; Waiver.** Notice of each meeting stating the place, date, and time of the meeting, and in the case of special meetings, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) days nor more than fifty (50) days before the date of the meeting to each Member in good standing or, in the case of special meetings, to each Member entitled to vote thereat. Any Member may submit a signed waiver of notice before or after the meeting. Attendance of a Member shall constitute a waiver of notice, except when attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.05 **Quorum.** The presence in person, or by proxy, of Members constituting one-half (1/2) of the Members entitled to vote shall constitute a quorum at any meeting of Members. Members voting by any means specified in Section 4.07 shall be deemed present in person for purposes of this Section. If a quorum is not present at any meeting of Members, the voting Members present may adjourn the meeting until such time as a quorum is assembled.

Section 4.06 **Proxies.** At any meeting of Members, a Member having the right to vote may vote either in person or by proxy executed in writing by such Member or by his or her duly authorized attorney-in-fact. A proxy shall not be valid after eleven (11) months from its date, unless such proxy provides for a longer period.

Section 4.07 **Voting.** Voting on all matters at meetings of Members may be conducted by mail, telephone call, telegram, cablegram, electronic mail, or any other means of electronic or telephonic transmission, provided that any Member voting by one of the foregoing methods shall state, or submit information from which it can be determined, that such method was authorized by such Member.

Section 4.08 **Action by Members Without Meeting.** Any action required or permitted to be taken at a meeting of the Members (or any class or classes of Members) may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote thereon.

ARTICLE V

Board of Directors

Section 5.01 **General Authority.** Except as expressly qualified or otherwise provided in the Articles of Incorporation or elsewhere in these Bylaws, the business and affairs of the Corporation shall be managed and controlled by the Board. The Board may exercise all such powers of the Corporation and do such acts and things as may be permitted by law to be done by a District of Columbia nonprofit corporation and consistent with the exempt status of organizations described in Section 501(c)(6) of the Code.

Section 5.02 **Qualifications.** All directors of the Corporation shall be natural persons who are and at all times of service shall be Senior Technical Employees of the Principal Member who appointed such director pursuant to Section 3.03(c)(i) or nominated such director pursuant to Section 3.03(c)(ii). For purposes hereof, a “Senior Technical Employee” shall be an employee of a Principal Member whose position and duties with respect to such Principal Member are of a technical nature and reflect a sufficient level of seniority and involve such matters as would reasonably enable such employee to communicate effectively to such Principal Member the issues concerning, and policies of, the Corporation and to otherwise contribute meaningfully to the business and affairs of the Board, including by judging technical merits of draft standards specifications and other documents developed by the Technical Committees. Any director who during his or her tenure in office ceases to meet the requirements of this Section shall forthwith vacate his or her office. A director need not be a citizen of the United States or a resident of the District of Columbia.

Section 5.03 **Number.**

(a) The number of directors shall equal the number of Principal Members, and the size of the Board shall be deemed adjusted, automatically and without the requirement of further action by the Board, upon the admission or withdrawal of one or more Principal Members from time to time.

(b) Notwithstanding the foregoing, in no event shall the number of directors be less than three. In the event there are fewer than three directors, the vacancy or vacancies shall be filled by a vote of the directors then in office or by the sole remaining director.

Section 5.04 **Appointment of Directors and Alternates; Term.** Except as otherwise provided in Section 5.05:

(a) Each director shall be appointed by a Principal Member in accordance with Section 3.03(c)(i). Each such director shall hold office until his or her earlier resignation or removal.

(b) Each Principal Member that appoints or nominates a director pursuant to Section 5.04(a) may, by notice to the Secretary of the Corporation, designate an alternate for such director; provided, however, that any such designated alternate shall meet the qualifications for directors set forth in Section 5.02. Each designated alternate shall serve in such capacity until the expiration of the term of office of the director appointed or nominated by

the applicable Principal Member (including any successor thereto) or until such designated alternate's earlier resignation or removal.

(c) If for any reason a director does not attend any meeting of the Board (or any committee thereof on which such director sits), the designated alternate for such director may attend such meeting and participate in any vote at such meeting in lieu of such director, in which case the vote of such designated alternate shall, for all purposes under these Bylaws, have the same effect as would an equivalent vote of such director. For avoidance of doubt, if a director attends any meeting of the Board (or any committee thereof on which such director sits), the designated alternate for such director may not attend such meeting or participate in any votes at such meeting.

Section 5.05 **Vacancies.** In the event of a vacancy:

(a) The Principal Member who appointed the director or alternate whose departure caused the vacancy shall appoint a successor in accordance with Section 3.03(c)(i).

(b) Each person appointed or elected to fill a vacancy pursuant to this Section 5.05 shall serve for the remainder of the unexpired term of his or her predecessor.

Section 5.06 **Removal.** Any director or alternate may be removed (a) for cause, in accordance with Section 5.14, or (b) with or without cause, by the Principal Member who shall have appointed or nominated such director, which removal shall be effected by notice from such Principal Member to the Secretary of the Corporation. For purposes hereof, cause to remove a director shall include, without limitation, the failure of such director and such director's designated alternate to attend two out of any three consecutive Board meetings.

Section 5.07 **Resignation.** Any director or alternate may resign at any time by giving notice to the Secretary or the Board, with such resignation taking effect at the time specified therein or, if no time is specified, upon delivery of such notice. A director and alternate shall resign if the Principal Member that appointed or nominated him or her ceases to be a Principal Member, with such resignation taking effect as of the date on which such entity ceases to be a Principal Member.

Section 5.08 **Compensation.** Directors and designated alternates shall receive no compensation for their services rendered to the Corporation as directors, except that, at the discretion and with the approval of a majority of the Board, directors and designated alternates may be reimbursed for expenses incurred in the performance of their duties to the Corporation, provided such reimbursement in no way adversely affects the Corporation's qualification under Section 501(c)(6) of the Code. The provisions of this Section shall not preclude any director or designated alternate from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.9 **Place and Schedule of Meetings.** The Board may hold meetings, both regular and special, either within or outside the District of Columbia. An annual meeting of the Board shall be held each year for the appointment of officers and the transaction of any other business that may come before the Board. The Board may fix the time and place for such annual

meetings. The Board may also fix the time and place for regular meetings of the Board. A special meeting of the Board shall be held whenever called by a majority of the directors then in office at such time and place as shall be specified in the notice or waiver thereof.

Section 5.10 Telephone Meetings. Unless otherwise provided in the Articles of Incorporation or these Bylaws, any or all directors may participate in a meeting of the Board or a committee of the Board by means of a conference telephone or by any means of communication by which all persons participating in the meeting are able to hear one another. Such participation shall constitute presence in person at the meeting.

Section 5.11 Notice of Meetings; Waiver. No notice shall be required for annual or regular meetings for which time and place have been fixed. Notice of special meetings shall be given at least five (5) days prior to the date thereof and shall specify the time and place thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting. Such notice may be given in person or by telephone, mail, facsimile, email or other electronic transmission. Notice of any special meeting may be waived by a director who submits a signed waiver before or after the meeting. Attendance of a director shall constitute a waiver of notice, except when attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.12 Organization of Meetings. The President shall preside over meetings of the Board; if the President is not present, a director chosen at the meeting shall preside as chair of the meeting. The Secretary, or, if the Secretary is not present, a person chosen at the meeting, shall act as secretary at the meeting.

Section 5.13 Quorum and Majority Voting. A majority of the total number of directors then in office shall constitute a quorum for the transaction of business at any meeting and, except as otherwise provided by law or these Bylaws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a meeting may be adjourned until such time as a quorum may be obtained.

Section 5.14 Supermajority Voting.

(a) **Definitions.** The following terms shall have the following definitions:

(i) “Base Number of Directors” shall mean the total number of directors then in office, excluding any Interested Directors.

(ii) “Interested Director” shall mean, with respect to any matter before the Board, (A) any director with a personal or pecuniary interest in the matter that may reasonably affect such director’s ability to act in the best interests of the Corporation, and (B) any director appointed or nominated by a given Principal Member where the subject matter of the vote concerns that Principal Member in its individual capacity rather than an issue of general application, provided that Interested Director status may be waived for any particular vote by unanimous agreement of the other Directors present at the meeting following full disclosure of the relevant circumstances.

(iii) “Material Revision” shall mean, with respect to any Work Item, a modification, adaptation or update to such Work Item that is determined by the President in consultation with the Chairperson of the Technical Committee to have a significant effect on the functionality of the Work Item. For the avoidance of doubt, and without limiting the foregoing, Material Revisions shall not include any software patches or “bug fixes.”

(iv) “Specification ” shall mean a written document (including in electronic form) developed or under development by a Technical Committee within the scope of its assignment from the Board that describes criteria for implementing authentication or authorization technology in a standardized manner so as to achieve interoperability with other implementers of the same Specification.

(v) “Work Item” shall mean any written material (including in electronic form) other than a Specification that the Board directs a Technical Committee to prepare for external distribution and general application in relation to implementers of a Specification or distribution of video content, including but not limited to documents addressing best practices, use cases, testing or certification criteria and procedures, use of certification marks, reference code, implementation examples and similar materials.

(b) **Majority Approval.** The Corporation shall not, without the affirmative vote of at least a majority of the Base Number of Directors, approve the admission of a new Associate Member.

(c) **75% Approval.** The Corporation shall not take any of the following actions without the affirmative vote of at least 75% of the Base Number of Directors:

(i) assign the development or revision of a Specification or the development or Material Revision of a Work Item to a Technical Committee;

(ii) approve as final and, where applicable, available for public release any Specification, Work Item, or Material Revision to a Work Item;

(iii) establish, increase or decrease the membership dues for any class of Members;

(iv) approve the Corporation’s budget;

(v) approve any expenditure or series of related expenditures in excess of \$50,000;

(vi) initiate any claim, action, suit or similar proceeding;

(vii) approve the admission of a new Principal Member;

(viii) enter into any contract or arrangement involving payments anticipated to be in excess of \$50,000;

(ix) upon application of a Member or a prospective Member, exempt any Affiliate of such entity from the licensing obligations set forth in the IPR Policy; provided, that the Affiliates listed on Exhibit C hereto shall be exempted from the licensing obligations set forth in the IPR Policy;

(x) upon application of a Member or a prospective Member, determine that certain entities shall be deemed not Affiliates of such Member or prospective Member in accordance with Section 3.01(a); provided, that the entities listed on Exhibit D hereto shall be deemed not Affiliates of the corresponding Member as set forth therein;

(xi) exercise any rights of the Corporation under Section 3(d) of the IPR Policy; or

(xii) approve agreements under which the Corporation licenses technology, Specifications, and/or any intellectual property to third parties.

(d) **N-1 Approval**. The Corporation shall not take any of the following actions without the affirmative vote of at least the Base Number of Directors less one:

(i) alter, amend, repeal or replace these Bylaws or any provision hereof;

(ii) alter, amend, repeal or replace the IPR Policy;

(iii) transfer any intellectual property to any other party, including without limitation the copyrights in a Specification or other Work Item to another standard-setting body;

(iv) terminate, dissolve or wind up the Corporation;

(v) remove a director, an alternate or an officer;

(vi) expel or suspend a Member other than pursuant to Section 3(d) of the IPR Policy.

Section 5.15 Action Authorized Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors then in office. Any such consent shall be filed with the Secretary of the Corporation.

ARTICLE VI

Officers

Section 6.01 Election. The officers of the Corporation shall be elected by the affirmative vote of a majority of the directors present at a meeting where a quorum is present. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer and such other officers and assistant officers as may from time to time be designated by the Board with such other titles, authority and responsibilities as the Board may delegate, including the support and administration of the Corporation and its activities. Any two or more offices may be held by the same person, except the offices of President and Secretary. The officers of the Corporation may but need not be members of the Board. Pursuant to the terms and subject to the conditions of these Bylaws, each officer shall serve for a term of one year or until his or her earlier resignation or removal, provided that an officer elected to fill a vacancy caused by a resignation or removal shall serve for the balance of the term of the resigning or removed officer. Any officer may be re-elected for any number of successive terms

Section 6.02 Removal. Any officer elected by the Board may be removed at any time, with or without cause, in accordance with Section 5.14. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

Section 6.03 Resignation. An officer may resign at any time by giving notice to the Secretary or to the Board. Such resignation shall take effect at the time specified therein or, if no time is specified, upon delivery of such notice.

Section 6.04 Salaries. The salaries, if any, of all officers and agents of the Corporation shall be fixed by or in the manner prescribed by the Board. No officer of the Corporation shall be prevented from receiving compensation for service as an officer or employee of the Corporation by reason of the fact that he or she is also a director of the Corporation.

Section 6.05 President. The President of the Corporation shall have the responsibilities, duties, powers, authority and obligations delegated to him or her by the Board. Unless otherwise provided by the Board, the President (a) shall be present and preside over all Board meetings as the Board's chairperson and all meetings of the Members, but shall not have the right to vote on any matters presented to the Board or the Members hereunder in his or her capacity as President (provided, for the avoidance of doubt, that the President shall have the right to vote on matters presented to the Board if he or she is a member of the Board); (b) shall see that all orders and resolutions of the Board are carried into effect; (c) shall sign and deliver in the name of the Corporation any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Corporation, except in cases in which the authority to sign and deliver is required by applicable law to be exercised by another person or is expressly otherwise delegated by the Board; and (d) shall perform such other duties as may from time to time be prescribed by the Board.

Section 6.06 Secretary. The Secretary shall be responsible for all official correspondence of the Corporation and shall keep all papers and records of the Corporation

which are not kept by the Treasurer or other officers. The Secretary shall attend all meetings of the Members and all meetings of the Board and record the proceedings of such meetings in a book or electronic file to be kept for that purpose and shall perform like duties for the committees when required. The Secretary shall give, or cause to be given, notice of meetings of the Members and the Board. The Secretary shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

Section 6.07 **Treasurer.** The Treasurer shall have full custody of the Corporation's funds and securities and shall keep, or cause to be kept, full and accurate accounts of receipts and disbursement in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such dispositions as from time to time may be designated by the Board or the President. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board from time to time, or the President, taking proper vouchers for such disbursements, and shall render to the President and the Board, at regular meetings of the Board or when the President or the Board so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

Section 6.08 **Executive Director.** The Board may delegate duties, including the duties of other officers, to an Executive Director, who may be an employee of the Corporation or a vendor hired by the Corporation.

ARTICLE VII

Committees of the Board

Section 7.01 The Board, by resolution adopted by a majority of directors then in office, may designate or appoint one or more committees, each consisting of two or more directors, to consider matters germane to the purpose of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such members as may be determined from time to time by resolution adopted by the Board. Such committees, to the extent provided in said resolution, shall have and may exercise the authority of the Board in the management of the Corporation, provided that no committee shall have the authority to approve any of the actions set forth in Section 5.14.

Section 7.02 The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual director or alternate, of any responsibility imposed by law.

Section 7.03 All committees appointed pursuant to this Article VII, and all members thereof, shall serve at the pleasure of the Board. Each such committee may make its own rules of procedure and shall meet where and as provided by such rules or by the appointing authority, provided that minutes of all meetings shall be taken, maintained and reported to the Board. Except as otherwise expressly provided, in respect of each committee, the presence of a majority of the members of such committee shall constitute a quorum. In every case, the affirmative vote of a majority of the members present at any meeting at which a quorum is present shall be necessary for the adoption of any resolution by such committee.

ARTICLE VIII

Technical Committees and Working Groups.

Section 8.01 **Technical Committees.**

(a) The development of all Specifications and the development and Material Revision of Work Items shall be assigned by the Board to a Technical Committee in accordance with Section 5.14 and approved by such Technical Committee in accordance with this Section.

(b) There shall be one Technical Committee responsible for the development of Specifications and the development or Material Revision of Work Items. The Board shall have the authority to establish additional Technical Committees and determine the scope of activities of each Technical Committee from time to time as it deems advisable in accordance with Section 5.15.

(c) Each Technical Committee shall consist of voting members appointed by Principal Members in accordance with Section 3.03(c)(iii) and Associate Members in accordance with Section 3.04(b)(i). The Board shall designate one of the voting members appointed by a Principal Member as chairperson of the Technical Committee, which chairperson shall preside over all meetings of the Technical Committee.

(d) Each voting member of a Technical Committee (regardless whether such member was appointed by a Principal Member or an Associate Member) shall be entitled to participate in the activities of the Technical Committee, access materials and information used in connection with the activities of the Technical Committee, and vote on all matters before the Technical Committee.

(e) Each Technical Committee may make its own rules of procedure (including without limitation rules related to the participation of visitors other than representatives of Members, subject to the rules regarding Confidential Information in Sections 14.01 and 5.14(c)(xi)) and determine the time and place of its meetings, provided that minutes of all meetings shall be taken with due regard for Section 1(f) of the IPR Policy, maintained, and circulated to the Members and reported to the Board reasonably promptly following each meeting. In the absence of a rule to the contrary set by the Technical Committee, each Principal Member and Associate Member may have additional representatives participate in each Technical Committee in a non-voting capacity. The presence of a majority of the voting members of a Technical Committee shall constitute a quorum at any meeting of a Technical

Committee. The affirmative vote of 75% of the voting members of the Technical Committee present at any meeting at which a quorum is present shall be required to approve any Specification or Work Item, or any Material Revision to a Work Item.

Section 8.02 **Working Groups.**

(a) The Board shall have the authority to establish working groups, advisory panels or other similar advisory committees (“Working Groups”) to provide advice and recommendations on such matters as the Board from time to time deems advisable and appropriate.

(b) The Board shall determine the size and composition of such Working Groups. The members of a Working Group may be members of the Board, representatives of Members, or other individuals whose background and expertise would be beneficial to the mission and purposes of the Corporation and to the function of the applicable Working Group. All members of a Working Group shall serve at the pleasure of the Board.

ARTICLE IX

Execution of Documents

Section 9.01 All deeds, mortgages, bonds, contracts, and other instruments may be executed on behalf of the Corporation by the President, or such other officer or officers as may be authorized by the Board unless such power is restricted by Board resolution or is required by law to be otherwise signed or executed.

ARTICLE X

Fiscal Year, Dues, Corporate Earnings

Section 10.01 **Fiscal Year.** The fiscal year of the Corporation shall begin and end on such dates designated by the Board.

Section 10.02 **Dues; Contributions.** Subject to Section 5.14, the Board shall have the authority to establish and fix policy with respect to the membership dues of Members and any class or sub-class thereof or to waive the payment of membership dues as applicable. The membership dues and other assessments, if any and as applicable, shall be in the amount and payable at such times and under such conditions as shall be determined from time to time by the Board.

ARTICLE XI

Indemnification and Insurance

Section 11.01 **Indemnification.**

(a) Except as otherwise provided in this Article, to the maximum extent permitted by the laws of the District of Columbia in effect from time to time, the

Corporation shall indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (i) any individual who is a present or former director or officer of the Corporation, or alternate for any such director, and who is made a party to the proceeding by reason of his or her service in that capacity or (ii) any individual who, while a director of the Corporation, or alternate for any such director, and at the request of the Corporation, serves or has served as a director, officer, partner or trustee of another corporation, trust, partnership, employee benefit plan, limited liability company or other enterprise or organization and who is made a party to the proceeding; provided, however, that the Corporation shall not be required to pay or reimburse reasonable expenses in advance of final disposition of a proceeding in the event that the Board determines that it is not reasonably likely that the standard of conduct applicable thereto will be met. The Corporation may, upon the approval of the Board and subject to a repayment obligation, provide indemnification and advance of expenses to a current or former employee or agent of the Corporation who is made a party to a proceeding by reason of his or her service in that capacity.

(b) The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof.

(c) Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the Bylaws or Articles of Incorporation of the Corporation inconsistent with this Article shall apply to or affect in any respect the applicability of this Article in respect of any act or failure to act which occurred prior to such amendment, repeal, or adoption.

Section 11.02 Severability. If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

Section 11.03 Non-Exclusive Remedy. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such director, alternate, officer, employee or agent may be entitled under any statute, agreement, vote of the Board, or otherwise and shall not restrict the power of the Corporation to make any indemnification permitted by law.

Section 11.04 Insurance.

(a) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or of any other association, partnership, joint venture, trust or other enterprise which he or she served at the request of the Corporation, or on behalf of any person connected with the business of the Corporation, against all liability and expenses incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not such person may have a right to be indemnified by the Corporation against such liability and expenses under this Article.

(b) The Corporation shall endeavor to purchase and maintain liability insurance with a limit of coverage of not less than that specified in Section 29-301.113(c) of the District of Columbia Nonprofit Corporation Act, as amended from time to time.

ARTICLE XII

Intellectual Property Rights Policy

Section 12.01 All Members agree to be bound by the terms of the Intellectual Property Rights Policy (“IPR Policy”) attached hereto as Exhibit B, as may be amended from time to time by the Board in accordance with Section 5.14, provided that in the event that a Member is unwilling to be bound by an new amendment to the IPR Policy, such Member may avoid being bound by such amendment by withdrawing from the Corporation within forty-five (45) days of notice that the Board has approved such amendment, in which case such Member shall remain bound by the pre-amendment version of the IPR Policy as it applies to withdrawn Members.

ARTICLE XIII

Antitrust Policy

Section 13.01 The Members acknowledge that they may compete with one another 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 antitrust laws and regulations. Without limiting the generality of the foregoing, the Members agree that as part of their activities under this Agreement, they will not undertake any discussion or sharing of information relating to product licensing terms, pricing, methods or channels of product distribution, division of markets, allocation of customers, or any other topic, that would be a violation of the applicable antitrust laws. Commercial decisions about whether individual companies will require authentication or authorization, or the terms on which to give authorization, for access to programming content, shall not be discussed as part of the Corporation’s activities. Each Member assumes responsibility to provide appropriate legal counsel to its representatives regarding the importance of limiting their discussions to subjects that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Membership in the Corporation does not obligate any Member to announce or market products that comply with the Specifications or follow the recommendations of any Work Item. Each Member is expected to exercise its own independent business judgment and may design, develop, manufacture, acquire, market and license competitive specifications, products and services, and conduct its business in whatever way it chooses.

ARTICLE XIV

Miscellaneous

Section 14.01 Confidentiality.

(a) **Definitions.** “Confidential Information ” shall mean (i) any draft Specification or Work Item, (ii) any written contribution proposed by a Member for inclusion in a draft Specification or Work Item, without prejudice to the right of the submitting Member to

use such information for other purposes without identifying it as a contribution to the Corporation, and (iii) any materials or information of the Corporation designated by the Board as Confidential Information in accordance with Section 5.14 and, in the case of tangible information or materials, marked as confidential.

(b) **Use and Disclosure Restrictions.** Members shall not (i) use Confidential Information for any purpose other than participating in the activities of the Corporation and exercising their rights and performing their obligations under these Bylaws and the IPR Policy or (ii) disclose Confidential Information to any third party that is not a Member of the Corporation. A Member may disclose Confidential Information only to those of its employees or agents that have a need to know such Confidential information in order to support such Member's participation in the activities of the Corporation, and only if such employees or agents are bound by confidentiality obligations no less stringent than those set forth herein. Members agree to notify the Corporation in writing of any misuse or misappropriation of such Confidential Information which may come to its attention. Notwithstanding the foregoing, a Member may disclose Confidential Information (x) to the extent required by law, provided that the Member gives the Corporation reasonable notice prior to such disclosure, including providing the Corporation with a copy of any written request or order regarding such disclosure, and cooperates with the Corporation's reasonable efforts to limit or restrict such disclosure, or (y) with the Corporation's prior written consent.

(c) **Exceptions.** Notwithstanding the foregoing, the use and disclosure restrictions of Section 14.01(b) shall not apply with respect to information which (i) has entered the public domain through means other than direct or indirect disclosure by any party in violation of the terms of this Section, (ii) is already in the Member's possession, free of any confidentiality restrictions, at the time of disclosure in connection with the activities of the Corporation, (iii) is lawfully communicated to the Member by another party, free of any confidentiality restrictions, subsequent to the time of disclosure in connection with the activities of the Corporation, or (iv) is independently developed by the Member without reference to or use of any Confidential Information.

(d) **Residual Information.** Notwithstanding the foregoing, any Member may use and disclose Residual Information in its business, provided that such Member and/or its representatives does not intentionally memorize any Confidential Information so as to avoid such Member's confidentiality obligations hereunder pursuant to this exception. For purposes hereof, "Residual Information" means any Confidential Information that is retained in the unaided memory (without use of Confidential Information in any tangible form) of a representative of a Member having access to such Confidential Information hereunder. No Member shall be entitled to any rights in the business of any other Member solely because of such other Member's use of Residual Information.

(e) **Survival.** The confidentiality obligations set forth in this Section shall survive for a period of three (3) years after any termination or dissolution of the Corporation, provided that if any Member's membership in the Corporation is terminated prior to such termination or dissolution of the Corporation, the confidentiality obligations set forth in this Section shall survive as to such Member for a period of three (3) years after the termination of such Member's membership in the Corporation.

Section 14.02 Disclaimer of Warranties. ALL SPECIFICATIONS, WORK ITEMS AND INTELLECTUAL PROPERTY OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY PROVIDED BY ANY MEMBER OF THE CORPORATION IN CONNECTION WITH THE ACTIVITIES OF THE CORPORATION IS PROVIDED ON AN “AS-IS” BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY’S INTELLECTUAL PROPERTY.

Section 14.03 Limitation of Liability.

(a) AS AMONG THE CORPORATION AND ITS MEMBERS, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE ACTIVITIES AND TRANSACTIONS CONTEMPLATED BY THESE BYLAWS (INCLUDING DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH PARTY), WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT WAS KNOWN.

(b) The Corporation shall not enter into any agreement to provide technical support to any party other than a Member unless such agreement contains a limitation of liability at least as protective of the Corporation and the Members as the provision set forth in subsection (a).

Section 14.04 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in accordance with Section 5.14; provided, however, that any such alteration, amendment, repeal or adoption shall be consistent with the requirements of Section 501(c)(6) of the Code.

[]

(iii) If any Exempted Affiliates or Non-Affiliates are listed, Member represents and warrants that it has not knowingly used, and will not knowingly use, any information of such Exempted Affiliate(s) or Non-Affiliate(s) in connection with Member's participation in the development of any Specification (as defined in the IPR Policy).

(c) Director Appointment. Member, if joining as a Principal Member, hereby appoints the following director in accordance with Section 3.03(c)(i) of the Bylaws:

[]

2. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns. This Agreement may not be assigned by a Member except with the express written permission of the Corporation. Any such assignment in violation of this Section 2 shall be null and void.
3. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.
4. Notices. All notices required or permitted to be given to Member under the Bylaws or any document referenced in the Bylaws shall be given to Member at the following address:

[Name]
[Address]

Member agrees to notify the Corporation of any change in the above contact information. Member waives any notice requirements imposed on the Corporation in the event that Member fails to do so and as a result does not receive timely notice under the OATC Governance Documents.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Membership Agreement as of the date set forth in the introductory paragraph hereof.

OPEN AUTHENTICATION
TECHNOLOGY
COMMITTEE

By: _____
Name:
Title:

[MEMBER]

By: _____
Name:
Title:

Exhibit B

Open Authentication Technical Committee Intellectual Property Rights (IPR) Policy

All capitalized terms used and not defined herein shall have the meaning given in the OATC Bylaws.

1. Definitions.

(a) “Authentication” means the process of verifying that a person requesting access to Authorized Content is a Subscriber based on associated account information.

(b) “Authorization” means a secure transaction process for approving or denying access by a Subscriber to Authorized Content based on the data obtained through Authentication.

(c) “Authorized Content” means digital content made available by a copyright owner or its direct or indirect licensee for Subscribers to stream, download or otherwise access via Internet Protocol (whether or not over the Internet) for viewing subject to and following Authentication and Authorization.

(d) “Compliant Portion” means those portions of a product or process that fully and accurately implement the mandatory requirements of a Final Specification (including portions of a Final Specification that are mandatory when electing to implement optional features) and, are within the bounds of the Scope.

(e) “Contribution” means any written submission (including those in electronic form) made by a Member containing a proposal for incorporation into a Draft or Final Specification or Work Item, whether made before or after the formation of the Corporation, and any oral submission after the formation of the Corporation that is memorialized in the minutes of a Technical Committee meeting and not withdrawn by the Member to which such submission is attributed individually and independent of other Members within thirty (30) days following distribution of such minutes to Members.

(f) “Distributor” means an MVPD or other provider of access to Authorized Content.

(g) “Draft Specification” means a Specification that is developed or under development by a Technical Committee under assignment from the Board and prior to such Specification being finally approved by the Board.

(h) “Exempted Affiliate” means any Affiliate of a Member that is exempted from the licensing obligations of this IPR Policy in accordance with Section 5.14 of the Bylaws.

(i) “Final Specification” means a Specification that has been approved by the Board pursuant to the Bylaws as final and ready for public release.

(j) “MVPD” shall have the meaning set forth in 47 U.S.C. 522(13) (Section 602(13) of The Communications Act of 1934, as may be amended from time to time).

(k) “Necessary Claims” means claims of a patent or published patent application (excluding design patents and design registrations) throughout the world that a Member or its Nonexempted Affiliates owns, controls or otherwise has the right to grant licenses to now or at any time in the future (without such license requiring payment of royalties or other consideration to third parties) that are necessarily infringed by implementing mandatory portions of a Final Specification (including portions of a Final Specification that are mandatory when electing to implement optional features) that are within the bounds of the Scope, provided that a claim is necessarily infringed only when there is no technically feasible non-infringing alternative for implementing such portions of the Final Specification. Necessary Claims do not include claims: (i) other than described above even if contained in the same patent or patent application containing the Necessary Claims; (ii) infringed by the implementation or use of technologies, standards or specifications that are referenced in a Final Specification but that are not themselves disclosed with particularity in a Final Specification (even through required by a Final Specification); (iii) infringed by enabling technologies that may be necessary to develop, manufacture or use a Compliant Portion but that are not expressly set forth in the relevant Final Specification, including but not limited to basic computing or networking technology unrelated to Authentication and Authorization, including but not limited to content distribution network (CDN) technology, broadband access technology, IPTV or video technology, security technology, web technology, wireless technology, network architecture, home networking technology, semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, database systems, and user interfaces; or (iv) infringed by any product, process, or any combinations or portions of products or processes that are not required for conformance with a Final Specification.

(l) “Nonexempted Affiliate” means any Affiliate of a Member other than Exempted Affiliates.

(m) “Scope” means the protocols, message structures and system interactions, solely to the extent described with particularity (rather than by normative reference) in a Final Specification, for the sole purpose of allowing Authentication and Authorization implementations to interoperate in accordance with said Final Specification in the process of providing access by Subscribers to or otherwise supporting the consumption by Subscriber of Authorized Content. For the avoidance of doubt, Scope does not include use of proprietary conditional access technology for purposes including but not limited to authentication and authorization by Distributor or its agents to deliver its primary video programming and other services to its Subscribers.

(n) “Specification” means a written document (including in electronic form) developed or under development by a Technical Committee under assignment from the Board as a “Specification” rather than a “Work Item”, and that describes criteria for implementing (1) Authentication or Authorization technology or (2) other technology that in the Board’s judgment is reasonably related to supporting Authentication and Authorization transactions in a standardized manner so as to achieve interoperability with other implementers of the same Specification.

(o) “Subscriber” means a person who is associated with a valid account registered with, or meets other criteria for access to Authorized Content set by, a Distributor.

(p) “Work Item” means any written material (including in electronic form) other than a Specification that the Board directs a Technical Committee to prepare for external distribution and general application in relation to implementers of a Specification or distribution of video content, including but not limited to documents addressing best practices, use cases, testing or certification criteria and procedures, use of certification marks, reference code, implementation examples and similar materials.

2. Copyrights and Trade Secrets.

(a) **Contributions.** Each Member and its Nonexempted Affiliates hereby grant to the Corporation and to each other Member and its Nonexempted Affiliates a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, and perform its Contributions solely for the purposes of participating in the development of Draft Specifications and Work Items. Each Member and its Nonexempted Affiliates represents and warrants to the Corporation and its Members with respect to their Contributions that: (i) such Member or Nonexempted Affiliate has the right to submit its Contributions subject to this IPR Policy; and (ii) to the knowledge of its representatives (i.e., Member’s employees, contractors or agents that participate in the business of the Corporation), its Contributions will not violate or cause the Corporation or its Members to violate any agreement with or the copyright, trade secret or patent rights of any third party.

(b) **Final Specifications and Work Items.** The Corporation shall have exclusive ownership of the copyrights to the Draft and Final Specifications and Work Items, without prejudice to the ownership by any Member or its Nonexempted Affiliates of the copyright to its own Contributions. Each Member and their respective Nonexempted Affiliates hereby assign to the Corporation any copyright interest they may have in Draft and Final Specifications and Work Items. The Corporation hereby grants to each Member and its Nonexempted Affiliates a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, and perform Draft and Final Specifications and Work Items for the purposes of participating in the development of Draft Specifications and Work Items and of developing, producing and distributing Compliant Portions of products or processes that implement the Final Specifications.

3. Patents.

(a) **Review of Draft Specifications.** After a Draft Specification has been approved by a Technical Committee under assignment from the Board and has been submitted to the Board for review and approval, the Corporation shall circulate the Draft Specification to all Members for a review period of no less than ninety (90) days prior to a Board vote on approval of the Draft Specification as a Final Specification. At any time prior to the expiration of ninety (90) days following notice of such review period, a Member may provide notice to the Corporation that such Member or one of its Nonexempted Affiliates owns or controls patent or patent application claims that would be Necessary Claims if the Draft Specification were approved as a Final Specification, and that it intends to opt out of the obligation to license such Necessary Claims

pursuant to Section 3(c) (an “Opt Out Notice”). Such Opt Out Notice must provide identification of such potential Necessary Claims, and the specific portions of the section or sections of the Draft Specification that would lead to infringement of such Necessary Claims if implemented in a Compliant Portion. Notwithstanding the foregoing, a Member shall not submit an Opt Out Notice with respect to patent claims that would become Necessary Claims based on implementation of any portion of a section or sections in the Draft Specification that are based in material part on such Member’s or its Nonexempted Affiliate’s own Contribution(s).

(b) One-Time Review of Draft Specifications Incorporating Pre-Formation Contributions. On or before February 7, 2011, the Corporation shall circulate any Draft Specifications incorporating Contributions made prior to formation of the Corporation to all Members for a review period of ninety (90) days. Any Member may submit an Opt Out Notice prior to the expiration of that ninety (90) day review period for any patent or patent application claims that would become Necessary Claims if a Draft Specification circulated for review were approved as a Final Specification without further changes. During this one-time review only, a Member may submit an Opt Out Notice for potential Necessary Claims even if resulting in material part from such Member’s own Contributions prior to the formation of the Corporation. If a Member does not submit an Opt Out Notice during this one-time post-formation review period, it may not submit an Opt Out Notice during any subsequent pre-approval review period pursuant to Section 3(a) with respect to any potential Necessary Claim that would have been a Necessary Claim based solely on material contained in the Draft Specifications as circulated for the one-time post-formation review. For the avoidance of doubt, new Members joining subsequent to the beginning of this one time review period may not exercise opt out rights under this Section 3(b).

(c) Agreement to License. Upon approval of a Final Specification by the Board, each Member agrees to grant and to cause its Nonexempted Affiliates to grant to all other Members and their respective Nonexempted Affiliates a non-exclusive, non-transferable, revocable (as permitted herein), worldwide, royalty-free license on reasonable and non-discriminatory terms and conditions under any Necessary Claims, for so long as such Necessary Claims are valid and enforceable, to make, have made, use, sell, offer to sell and import Compliant Portions based on such Final Specification, and any successor versions or updates to such Final Specification that make use of the subject matter of such Necessary Claims in substantially the same way. Reasonable and non-discriminatory terms and conditions may include, but are not limited to, reasonable and non-discriminatory reciprocity, defensive suspension and termination provisions (such as a defensive suspension provision similar to that set forth in Section 3(d) of this IPR Policy).

The Corporation shall not be involved in the negotiation of the terms and conditions offered by individual Members, and shall have no right or obligation to determine whether such terms are reasonable and non-discriminatory. Members and their Nonexempted Affiliates are intended to be third party beneficiaries of the licensing commitment contained in this Section 3(c) and eligible to enforce the Member and Nonexempted Affiliate commitments contained herein, subject to the terms and conditions contained herein.

(d) Defensive Suspension. If any Exempted Affiliate initiates or becomes an adverse party in a legal action against the Corporation or any other Member or its Nonexempted Affiliates for infringement of a claim that such Exempted Affiliate would have an obligation to license if it were a Nonexempted Affiliate subject to this IPR Policy, then (i) in accordance with Section 5.14 of the Bylaws, the Corporation may, at its option, suspend or terminate the membership and/or licenses granted to the Member affiliated with such Exempted Affiliate and such Member's Affiliates, and (ii) any and all Members and their Nonexempted Affiliates may, at their option, suspend any licenses granted to or obligation to grant licenses to the Member affiliated with such Exempted Affiliate and such Member's Affiliates. Member agrees that in the event the Corporation suspends or terminates such Member's membership pursuant to clause (i) of this Section 3(d), such Member shall discontinue any further use, and cause its Nonexempted Affiliates to discontinue any further use, of implementations of technology described with particularity in any Specification, either directly or indirectly through any third party vendor, supplier or other contractor, until such time, if any, as such Member's membership is reinstated.

(e) Transfer of Necessary Claims. In the event that a Member or its Nonexempted Affiliate transfers any patents or patent applications containing Necessary Claims, or allows its employees, contractors or agents to assign inventions in the course of their employment to an Exempt Affiliate, then such Member and its Nonexempted Affiliates shall use commercially reasonable efforts to secure the transferee's binding written commitment to remain subject to the licensing obligations of Section 3. No Member or any of its Nonexempted Affiliates shall transfer or license any patent or patent application containing Necessary Claims, or claims that would be Necessary Claims if a then pending Draft Specification were approved as a Final Specification, for the purpose of avoiding its obligations under this Agreement.

4. Survival.

(a) Subject to Section 12.01 of the Bylaws, the copyright license and assignment commitments by a Member in Section 2 shall survive and remain in full force and effect following a Member's withdrawal, suspension or expulsion from the Corporation with respect to any Contributions submitted prior to withdrawal, suspension or expulsion, and any Draft Specifications under development and Final Specifications approved prior to withdrawal, suspension or expulsion. The copyright license rights granted to a Member under Section 2 shall be suspended during the period of any suspension and shall terminate upon withdrawal or expulsion from the Corporation, without prejudice to the right of a former Member to accept the terms of any copyright license offered by the Corporation to non-Member implementers of Final Specifications.

(b) Subject to Section 12.01 of the Bylaws, a Member's patent licensing commitments in Section 3 shall survive and remain in full force and effect following such Member's withdrawal, suspension or expulsion from the Corporation with respect solely to (i) Necessary Claims resulting from the incorporation of any Contributions submitted by such Member prior to withdrawal, suspension or expulsion in Final Specifications approved after withdrawal, suspension or expulsion, and (ii) Final Specifications approved prior to withdrawal, suspension or expulsion.

Exhibit C

Certain Exempted Affiliates

<u>Member</u>	<u>Exempted Affiliate(s)</u>
NBC Universal, Inc. (“NBCU”)	<ul style="list-style-type: none">• NBCU’s parent company, General Electric Company (“GE”)• GE’s successors as NBCU’s parent or majority owner• All subsidiaries of GE that are not controlled directly or indirectly by NBCU
Fox Networks Group, Inc. (“FNG”)	<ul style="list-style-type: none">• FNG’s parent company News Corporation (“News Corp”) and any successor to News Corp as FNG’s parent• All subsidiaries of News Corp that are not controlled directly or indirectly by FNG
Cox Communications, Inc.	<ul style="list-style-type: none">• Cox Enterprises, Inc.• Cox Holdings, Inc.• All subsidiaries of Cox Enterprises, Inc. that are not controlled directly or indirectly by Cox Communications, Inc.
DIRECTV, LLC	<ul style="list-style-type: none">• AT&T, Inc., in the event that AT&T, Inc. becomes an Affiliate of DIRECTV, LLC• All Affiliates of AT&T Inc. that were not Affiliates of DIRECTV, LLC prior to AT&T becoming an Affiliate of DIRECTV, LLC.

Exhibit D

Certain Entities Deemed Not Affiliates

<u>Member</u>	<u>Entities Deemed Not Affiliates of such Member</u>
Showtime Networks Inc.	<ul style="list-style-type: none">• NA• All subsidiaries of NA that are not controlled directly or indirectly by CBS Corporation
Viacom Inc. (“Viacom”)	<ul style="list-style-type: none">• NA• All subsidiaries of NA that are not controlled directly or indirectly by Viacom