

IMS FORUM[®]

CORPORATE BYLAWS

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IMS FORUM[®]

CORPORATE BYLAWS

ARTICLE 1 GENERAL

Section 1.1 Corporate Name

The name of the corporation shall be "IMS Forum" ("*Association*"). The Chairperson/CEO or Board of Directors may adopt guidelines regarding the use of the Association's name by Members.

Section 1.2 Principal Place of Business

The Association shall have and continuously maintain a principal place of business in Colorado and may have other offices within or without the State of Colorado as the Chairperson/CEO or Board of Directors may from time-to-time determine.

Section 1.3 Corporate Purposes and Activities

The purposes of the Association are to operate exclusively for the purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and is organized to improve existing and new products within the communications industry by promoting interoperable internet protocol-based, real-time interactive communications and related applications. By promoting interoperability, the Association intends to endorse and create technical standards that encourage rapid advancement of application development by the emerging internet protocol-based communications industry. In order to accomplish these purposes, the Association will engage in the following types of activities:

- (a) Endorse and support Approved Interface Specifications;
- (b) Sponsor, conduct and participate in software developer conferences and seminars;
- (c) Engage in distributing software that implements or promotes the use of Approved Interface Specifications;
- (d) Develop and participate in developing sample implementations involving Approved Interface Specifications;
- (e) Create and/or facilitate the development of an open architecture testing environment;
- (f) Sponsor, conduct and participate in interoperability events;
- (g) Provide information to Members and the industry by maintaining a web site, publishing newsletters and issuing press releases;

- (h) Collaborate with other organizations in developing and promoting Approved Interface Specifications and other open architecture and open source standards related to Approved Interface Specifications; and
- (i) Such other activities as may be approved by the Chairperson/CEO or Board of Directors.

The Association and its Members shall individually and collectively be committed to open competition in the development of products, technology and services, and Members shall not be restricted in any way from designing, developing, marketing and/or procuring hardware, software, systems, technology or services. Implementation or use of specific Approved Interface Specifications is voluntary. No Member shall be required or obliged to implement Approved Interface Specifications by virtue of being a Member of the Association.

Section 1.4 Nonprofit Organization

All of the assets and the earnings of the Association shall be used exclusively for the purposes within the meaning of Section 501(c)(6) of the Code, in the course of which operation no part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its directors, officers or other private persons. Neither the Association nor its Members shall, directly or indirectly, engage in any act that may cause the Association to be disqualified as a business league within the meaning of Section 501(c)(6) of the Code.

Section 1.5 Duration

The duration of the Association shall be perpetual unless terminated by a majority vote of the Members or recommended by Chairperson/CEO.

Section 1.6 Dissolution

Upon the dissolution or liquidation of the Association, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Association: (a) make any intellectual property rights owned by the Association available to the general public through any distribution methodologies that permit widespread general use or transfer to another section 501 (c)(6) or similar purpose organization, whose purposes are similar to those of the Association; and (b) thereafter, such remaining assets shall be transferred to another Section 501(c)(6) organization, or similar purpose organization as the Board of Directors or Chairperson/CEO so direct, whose purposes are similar to those of the Association. Any such assets not disposed of in accordance with the aforementioned procedures shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Association is then located to such organization or organizations, as said court shall determine, that are organized and operated exclusively for such purposes.

Section 1.7 Defined Terms

Capitalized terms herein shall have the meanings ascribed to herein or as defined in the Membership Agreement.

ARTICLE 2 MEMBERSHIP

Section 2.1 Membership

Membership in the Association is open to any organization within the communications industry that has executed a Membership Agreement and has paid the applicable membership dues. If the organization seeking membership in the Association is itself a consortium, association or other similar organization or otherwise has members or sponsors, the rights and privileges granted to such Member shall extend only to the Member organization and not to any member or sponsor of such Member organization.

2.1.1 Member Classes

The Association shall have two (2) classes of membership: Full Members and Affiliate Members (references to "Member" or "Members" shall refer to both Full Members and Affiliate Members). Full Members shall be limited to commercial entities, and, consistent with **Section 2.1.2**, the Chairperson/CEO or Board of Directors may develop and modify a dues assessment structure for each class of Members based on the annual revenues or other criteria of such entities. Non-commercial organizations, including educational institutions, may only join as Affiliate Members.

2.1.2 Member Dues

The amount of dues to be assessed Full Members and Affiliate Members and the annual revenue amounts for the tiered dues structure shall be established each fiscal year by the Chairperson/CEO or Board of Directors based on the projected fiscal budget for the next year. Initial Member dues for the first year of membership shall be payable upon submission of an executed Membership Agreement. A Full Member with annual revenues of less than \$50 Million that subsequently qualifies as a Full Member with annual revenues of \$50 Million shall be responsible to pay dues required of a Full Member with annual revenues of \$50 Million upon renewal of the Member's membership. In the event the Chairperson or Board of Directors determines that the dues payable in any given fiscal year will be insufficient to meet the Association's obligations or if extraordinary circumstances require, the Chairperson/CEO or Board of Directors by majority vote shall be entitled to levy a special dues assessment not to exceed fifty percent (50%) of the dues established for the fiscal year for each class of Members. A special dues assessment that exceeds fifty percent (50%) of the dues required for the fiscal year for each class of Members shall require a twenty-five percent (25%) vote of the Members. Members shall be obligated to make payment of specially assessed dues within thirty (30) calendar days of written notice of such dues assessment. Failure to pay specially assessed dues when required shall result in a termination of membership. New Members shall not be required to pay any special assessment or portion thereof that is in respect of a period prior to the date such Member was admitted to membership in the Association.

2.1.3 Member Terms

The Member's term in the Association shall commence the day the Membership Agreement is accepted by the Association and full dues payment is made. Upon termination or expiration of the status as a Member of the Association, all rights and

privileges associated with being a Member of the Association shall also terminate. Subject to the terms of the Membership Terms and Conditions, a Member's participation in the Association will renew automatically upon payment (on the dates specified in **Section 2.1.2** above) of the then-applicable dues for the next fiscal year. Membership in the Association shall terminate in the event a Member fails to pay dues when required. The Chairperson/CEO or Board of Directors may adopt policies on payment terms for Member dues.

2.1.4 Annual Meeting

The annual meeting of the Members shall be held at the time, date and place established by the Chairperson/CEO or Board of Directors for the purpose of electing the representatives to the Board of Directors if a position is open and for the transaction of such other business as may come before the meeting.

2.1.5 Special Meetings

Special meetings of the Members may be called by the Chairperson/President, or the Board of Directors for the purpose or purposes stated in the call of the special meeting.

2.1.6 Place of Meeting

The Board of Directors shall designate any place as the place of meeting for any meeting or by electronic media for a conference call or e-mail of the Members.

2.1.7 Notice of Meetings

Written notice stating the place, date and hour of any meeting of Members shall be delivered to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) calendar days before the date of such meeting. In case of a special meeting or when required by law or by these Corporate Bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered five (5) calendar days after its deposit in the United States mail, as evidenced by the postmark, addressed to the Member at its address as it appears on the records of the Association, with first class postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

2.1.8 Informal Action by Members

Subject to applicable law and these Corporate Bylaws, any action required to be taken at a meeting of the Members of the Association, or any other action that may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either: (a) by all the Members entitled to vote with respect to the subject matter thereof; or (b) by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting. If such consent is signed by less than all of the Members entitled to vote, then the Association shall, promptly after all of the writings necessary to effect the action have been received by the Association; give notice of such action to all Members who were entitled to vote upon the action.

2.1.9 Quorum

The holders of twenty-five percent (25%) of the membership interests that may be cast at a meeting of the Members of the Association, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of the Members; provided that if less than twenty-five percent (25%) are represented at said meeting, a majority of the votes represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the Members, unless the vote of a greater number or voting by classes is required by law, the Articles of Incorporation or these Corporate Bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the original meeting. Withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

2.1.10 Proxies and Ballots

A Member may, for any given meeting, authorize another person or persons to act for it by proxy as provided by law. Proxy appointments must be evidenced by a signed, written appointment form or by electronic transmission prior to the casting of any vote by such proxy. The term of any proxy shall not exceed authorization for voting beyond one Member meeting. If the name signed on or provided in connection with a vote, consent, written ballot or proxy does not correspond to the name of the Voting Representative, the vote, consent, written ballot or proxy can be accepted by the Association as valid if the individual signing or providing purports to be an officer or agent of the Member, provided that if there is reasonable doubt about the validity of the signature or the signatory's authorization, the Association may reject such vote, consent, written ballot or proxy.

2.1.11 Voting; Voting Representative

Each Member, regardless of class, shall be entitled to one (1) vote on all matters requiring a Member vote. Such Member shall appoint a representative ("***Voting Representative***") to serve as the primary liaison and individual entitled to cast votes in Member meetings. The initial Voting Representative of a Member shall be identified by the Member in the Membership Agreement. A Member may change the Voting Representative by written notice to the Chairperson/President of the Association. Voting shall be non-cumulative.

2.1.12 Meetings by Telecommunications

Members may participate in and vote at any meeting of the Members through the use of a conference telephone, video conferencing system, emails to Chairman/CEO or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meetings shall constitute attendance and presence in person at the meeting of the person or persons so participating.

2.1.13 Voting Procedures

Voting in elections for representatives to the Board of Directors, approval of Proposed Interface Specifications, and for other matters brought before the Members may be by electronic ballot, by mail or in person. If voting by electronic ballot or mail, voting may be initiated at any time. If voting is in-person, voting may be by voice unless the Chairperson/CEO shall order or any Member shall demand that voting be by ballot. Acceptance of votes shall be in accordance with the provisions of **Section 2.1.10** above, and for electronic voting; the signatory requirement may be in the form of an e-mail response from the Voting Representative or other officer or agent of the Member. Members shall not use Association-sponsored forum communication vehicles or medium (e.g., the Association's web site) to solicit support for or pre-announce voting preferences on any matter to be voted on at a Member meeting or to transmit any part of a ballot except as may be specified in the voting instructions provided with each ballot.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.1 Board of Directors

The Association shall be managed, and all powers shall be exercised by or under the direction of, its Chairperson/CEO or Board of Directors. The Chairperson/CEO or Board of Directors shall provide overall policy and strategic guidance and review of the Association's activities.

3.1.1 Number and Composition

The number of Directors shall be such number as may be established by the Chairperson/CEO or Board of Directors. Board Members must be employees or duly authorized representatives of a Member or advisors to the Association.

3.1.2 Nomination, Election and Terms

Each Member shall be entitled to nominate one (1) employee or duly authorized representative of the Member to the Board of Directors if a position is open. Members may elect new representatives to the Board of Directors at the annual meeting of the Members as required if a position is open or a Board of Director member may be invited to a Board membership by the Chairperson/CEO. The terms of the Directors shall be three (3) years unless otherwise specified by the Board or Chairperson/CEO.

3.1.3 Terminations, Resignations and Vacancies of a Director

3.1.3.1 General. The following events may result in termination of an individual's status as Director:

- (a) Upon termination of such Director's employment with or authority to represent the Member of which he/she was an employee or authorized representative at the time elected as a Director. However, a board member may continue in his or her position if that board member engages employment with a company that is also a member of the Association or becomes a member of the Association as a Member or Affiliate Member and/or
- (b) Upon resolution by the Board of Directors terminating a Director for three (3) or more unexcused absences from the Board of Directors' meetings and other duties specified by Chairperson/CEO.

3.1.3.2 Replacement Directors. Upon termination of an individual's status as a Director or if there is otherwise a vacancy on the Board of Directors, the affected Member shall have sixty (60) calendar days from the date of the vacancy to appoint a replacement Director to the Board of Directors for the remaining term. If the Member fails or refuses to make an appointment within the sixty (60) calendar day period, the Chairperson/CEO or Board of Directors may fill the vacancy for the remaining term. Any vacancies created by a failure of a Member to renew its membership may be filled by the Chairperson/CEO or Board of Directors. Please note special cases (technical expertise and support at WG) the board seat could continue with new board member at new company.

3.1.4 Responsibilities

Subject to the rights of Members, as applicable and pursuant to these Corporate Bylaws, the Chairperson/CEO or Board of Directors shall have the following powers and authorities:

- (a) Elect and remove the Board members;
- (b) Retain an Executive/Program Directors/IT Manager/VPs/CFO/Legal Counsel;
- (c) Retain a Marketing Manager/Community Developer/PR;
- (d) Approve Proposed Interface Specifications and other submissions made by the Working Groups (WG);
- (e) Approve the annual fiscal budget and establish the Full Member and Affiliate Member dues, including a tiered dues structure;
- (f) Approve press releases;

- (g) Approve all affiliation and/or collaboration announcements with other organization;
- (h) Approve all contracts to be entered into by the Association;
- (i) Select legal counsel;
- (j) Select an accounting firm;
- (k) Approve all mergers, acquisitions, consolidations, joint ventures, restructurings, reorganizations and similar corporate acts; and
- (l) Such other authorities and powers as may be provided by the Members or law.

Section 3.2 Regular Meetings

The schedule for, and the time and place of, regular meetings of the Board of Directors shall be established by the Chairperson/CEO or Board of Directors.

Section 3.3 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chairperson/President or by at least one-third (1/3) of the Directors then in office.

Section 3.4 Notice

Notice of any annual, regular or special meeting shall be given to each Director at least seven (7) calendar days before the day on which the meeting is to be held. Notice may be waived in writing by any Director either before or after the meeting. Attendance at any meeting by a Director shall be deemed to be a waiver of notice unless the Director attends to object to the transaction of business because the meeting is not lawfully convened.

Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting; however, the purpose of any special meeting shall be so specified in the notice or waiver of notice.

Section 3.5 Quorum

A majority of the total number of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, that if less than a majority of the Directors are present, those Directors present may adjourn the meeting from time to time without further notice. Provided a quorum is established at the announcement of a Board meeting, the subsequent non-participation of a Board Member shall not affect the ability of the Board to continue to transact business and the quorum shall be deemed to continue.

Section 3.6 Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except where otherwise provided by law, the Articles of Incorporation or these Corporate Bylaws. Directors may vote by proxy in accordance with applicable law, provided that no proxy shall exceed authorization for voting beyond one Board of Director meeting.

Section 3.7 Informal Action

Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority (or such greater amount as may be required) of the Directors then in office.

Section 3.8 Meeting by Telecommunications

Directors may participate in and act at any meeting of the Board of Directors through the use of a conference telephone, video conferencing system, e-mail or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meetings shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 3.9 Compensation

Directors shall not receive compensation for their services as such, but may, upon approval by the Board of Directors, be reimbursed for *bona fide* expenses incurred arising out of conducting business on behalf of the Association. Nothing herein shall prohibit payment of compensation to an individual serving as a Director who renders services to the Association in another capacity.

ARTICLE 4 OFFICERS AND EXECUTIVE DIRECTOR

Section 4.1 Officers

The officers of the Association shall be a Chairperson/CEO/President, and such additional officers as is deemed necessary by the Chairperson/CEO or the Board including Vice-Chairperson, one or more Vice-Presidents, a Secretary, a Treasurer, CFO, and such other officers that the Chairperson/CEO or Board determines is necessary to the operation of the Association. The Chairperson/CEO/President, Vice-Chairperson and Vice-President(s) may be selected from the Board of Directors; the Secretary, Treasurer and CFO may be selected but shall not be required to be from the Board of Directors.

Section 4.2 Election and Term of Office

Officers shall be appointed by the Board of Directors and/or the Chairperson/CEO at the annual meeting of the Board of Directors. Each officer shall hold office for a term of one (1) year, unless he or she shall sooner resign or is removed.

Section 4.3 Resignation and Removal of Officers

Any officer may resign at any time by giving written notice to the Chairperson/President or Secretary of the Association. Such resignation shall take effect at the time specified therein. Any officer may be removed by the Chairperson/CEO or Board of Directors at any time, with or without cause, by majority vote.

Section 4.4 Vacancies

A vacancy in any office may be filled by the Board of Directors or Chairperson/CEO for the unexpired portion of the term.

Section 4.5 Chairperson/CEO/President

The Chairperson/CEO/President shall act as the chief spokesperson for the Association, shall

preside at all meetings of the Members and Board of Directors and shall be the Chairperson of an executive committee, if created. The Chairperson/CEO/President may sign and execute on behalf of the Association any corporate documents, records and instruments authorized by the Board of Directors. The Chairperson/CEO/President shall perform such other duties as may be necessary from time-to-time.

Section 4.6 Vice-Chairperson

The Vice-Chairperson, if elected by the Board of Directors or Chairperson/CEO, shall, in the absence or disability of the Chairperson/President, preside at all meetings of the Members and the Board of Directors and shall otherwise assume the duties and responsibilities of the Chairperson/President.

The Vice-Chairperson shall perform such other duties as may be delegated by the Chairperson/President or the Board of Directors from time-to-time.

Section 4.7 Vice-Presidents

The Vice-President(s), if elected by the Board of Directors or Chairperson/CEO, shall perform such duties as the Board of Directors or the Chairperson/President may from time-to-time determine. The Vice-President (if more than one Vice-President is appointed, then the Vice President designated by the Board of Directors) may serve in the absence or disability of the Chairperson/President and Vice-Chairperson, and in such instances may assume and exercise the authority herein above granted and assigned to the Chairperson/President.

Section 4.8 Secretary

The Secretary, if elected by the Board of Directors or Chairperson/CEO, shall act as secretary of the Association, the Board of Directors and the Members; shall send appropriate notices or prepare waivers of notice regarding Board of Directors' and Member meetings; shall prepare agenda and other materials for all meetings of the Members and Board of Directors; shall act as official custodian of all records and reports of the Association; shall be responsible for the keeping of records of all meetings of the Members and Board of Directors; and shall perform all duties incident to the office of secretary and such other duties as may be assigned by the Chairperson/President or by the Board of Directors.

Section 4.9 Treasurer

The Treasurer, CFO, authorized accounting firm or legal counsel shall have custody and control of all funds of the Association; shall ensure that a true and accurate accounting of the financial transactions of the Association is made periodically and that reports of such transactions are presented to the Board of Directors or Chairperson/CEO; shall assure that all accounts payable are presented in the manner as the Board of Directors or Chairperson/CEO may direct for authorization of payment; and shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Chairperson/President or by the Board of Directors.

Section 4.10 Assistant Secretary

An Assistant Secretary, if elected by the Board of Directors or Chairperson/CEO, shall perform such duties as the Board of Directors or the Secretary shall assign. In the absence of the Secretary, the Assistant Secretary shall perform the duties of the Secretary.

Section 4.11 Executive/Program Director

The Executive Director will act as chief administrator for the day-to-day business of the Association. The Executive Director shall be appointed by the Chairperson/CEO under such terms as approved by the Board of Directors and shall be responsible, subject to the Board of Directors' or Chairperson/CEO's authorization and oversight, for the following:

- (a) Membership solicitation and determining appropriate Member dues to be paid by an applicant;
- (b) Finance and administration;
- (c) Distribution of Proposed Interface Specifications and Approved Interface Specifications;
- (d) Assisting in administering the meetings of the Members, the Board of Directors;
- (e) Preparing meeting minutes in written and/or electronic form for Member, Board of Directors, and Working Group meetings;
- (f) Web site administration and development/IT Management
- (g) Outsourcing services including, but not limited to, marketing functions;
- (h) Maintenance of Association records;
- (i) Distribution of software specifications;
- (j) Administration of Interoperability/Plugfest;
- (k) Execute, on behalf of the Association, contracts and/or agreements approved by the Board of Directors; and
- (l) Such other responsibilities as may be prescribed by the Board of Directors from time to time.

The Executive/Program Director may be retained through an outsource arrangement with a qualified firm.

The CEO may act in this capacity and/or hire a staff to support this position as his or her discretion.

ARTICLE 5

WORKING GROUPS: VISITING ENGINEERS

Section 5.1 Working Groups

Working Groups may be formed, restructured and/or terminated by resolution of the Board of Directors or Chairperson/CEO for the purpose of, among other things, analyzing and writing Proposed Interface Specifications. The Chairperson/CEO and/or the Board of Directors may from time to time make recommendations with respect to the formation, restructure and/or termination of a Working Group. The Chairperson or Board of Directors, shall appoint an individual member to serve as a chairperson and shall appoint other individuals as co-chairpersons for each Working Group. Chairpersons of each Working Group shall attend all meetings of the Working Group. An unexcused absence of an individual, who is a chairperson of the Working Group, from the respective Working Group meetings shall be deemed to constitute an unexcused absence of a Working Group meeting. Members may appoint any number of its employees or duly authorized representatives to a Working Group. Appointees to a Working Group may include non-employee Member individuals.

Section 5.2 Visiting Engineers

Member organizations may volunteer to contribute staff on short-term assignment to the Association for specific implementation efforts sponsored by the Association. If the Association has the resources to accept such staff, the Chairperson/CEO or Board of Directors may appoint any such staff as unsalaried Visiting Engineers. For the portion of their time assigned to Association activities, Visiting Engineers shall be subject to the technical direction of the Chairperson/CEO or Board of Directors.

ARTICLE 6

REVIEW PROCESS, PROCEDURE, DISTRIBUTION

Section 6.1 Industry Interface Proposal Process

To be considered by the Association, a Proposed Industry Interface Specification must be sponsored by a Member. A proposal must include a complete draft of Proposed Industry Interface Specifications and functionality. The draft Proposed Industry Interface Specification need not originate through a Association-sponsored design process. The steps that must be followed for a Proposed Industry Interface Specification to become an Approved Interface Specification are set forth below. The Chairperson or Board of Directors shall modify the procedures set forth below, as appropriate.

- (a) The sponsoring Member shall present the Proposed Industry Interface Specification to the Chairperson/CEO or Board of Directors for formal consideration as a new work item. The sponsoring Member will designate an individual who will act as an architect for the Proposed Industry Interface Specification.

- (b) At the end of the one month review, the Chairperson/CEO or the Board of Directors shall vote on whether to create a Working Group. If created, the Chairperson/CEO or Board of Directors shall provide the Working Group with a defined set of deliverables. The Working Group chairperson shall create a schedule for achieving the deliverables; manage the Working Group through delivery of such deliverables; and call Working Group meetings from time-to-time in accordance with rules to be established by the Working Group chairperson.
- (c) Upon receiving deliverables from the Working Group, the Chairperson/CEO or Board of Directors shall review the deliverables and vote on whether to submit the Proposed Interface Specification to the Members for review and comment and the Chairperson/CEO or Board of Directors for approval. If the Proposed Interface Specification is not approved by the Chairperson/CEO or Board of Directors, the Chairperson/CEO may elect to disband the Working Group, or may ask the Working Group to continue working on an improved version of the Proposed Industry Interface Specification.
- (d) Upon approval by the Chairperson/CEO or Board of Directors, the Proposed Industry Interface Specification shall be submitted to the Members for approval, and a vote of the Members will be set for no less than one (1) month following the announcement of the vote. The Proposed Industry Interface Specification must receive a twenty-five percent (25%) vote of the Members in order to be approved by the Association and become an Approved Interface Specification. In the event fewer than twenty five percent (25%) of the Members vote for the Proposed Interface Specifications within the time prescribed for Member action (minimum thirty (30) days), the Chairperson/CEO or Board of Directors may provide final approval of the Proposed Industry Interface Specifications upon a two-thirds (2/3) vote of the total number of Directors.

Section 6.2 New Interface Criteria

The following guidelines will be used in determining whether a Proposed Industry Interface Specification should be adopted as an Approved Interface Specification:

- (a) The Proposed Industry Interface Specification should be free from known errors.
- (b) The Proposed Industry Interface Specification shall be open, such that any organization or individual may implement the Proposed Industry Interface Specification, preferably on a Royalty Free License basis, to allow uninhibited and widespread implementation among the largest development community possible.
- (c) Implementations of the Proposed Industry Interface Specification must be

available from at least two (2) unaffiliated, independent suppliers, under non-discriminatory and low-cost or free licensing terms. If possible, sample implementations should be made available by the Association, free of charge, under GNU LGPL or similar licensing terms.

- (d) The Proposed Industry Interface Specification must add additional value above and beyond Approved Interface Specifications.
- (e) Best-of-breed techniques and technologies should be encouraged in the areas of privacy, authentication, accounting, call control, media control, billing and electronic commerce, policy enforcement, bandwidth reservation, quality of service, directory access, and any such new category that is deemed relevant to the Association's goals.

ARTICLE 7 IPR POLICY

Section 7.1 General

The terms and conditions relating to the intellectual property rights of Members ("*IPR Policy*") is set forth in the IMS Forum Member Agreement.

Section 7.2 Modifications to the IPR Policy

The IPR Policy may be modified from time to time in accordance with the procedures below:

- (a) The Chairperson or Board of Directors may modify the IPR Policy if such modifications do not adversely affect a Member's rights and protections under the current IPR Policy, provided that:
 - (i) prior to adoption of such modifications by the Chairperson/CEO or Board of Directors, Members are provided with a thirty (30) calendar day review and comment period with respect to the proposed modifications;
 - (ii) each Member shall have the right to withdraw from the Association pursuant to the terms and conditions of the IMS Forum Member Agreement within thirty (30) calendar days after approval of the modifications by the Board of Directors; and
 - (iii) the Members shall be provided written notice (by e-mail or otherwise) of the foregoing time periods and their ability to withdraw.
- (b) If any proposed modifications adversely affect a Member's rights or protections, such proposed modifications shall be submitted to the Members for vote, and a

majority of the Members must approve the modifications to become effective. Each Member shall have the option to apply the amended IPR Policy prospectively in lieu of the previous IPR Policy, from the date the amended IPR Policy is approved pursuant to this **Article 7**.

ARTICLE 8 FISCAL MATTERS

Section 8.1 Fiscal Year

The fiscal year of the Association shall begin on the first day of January of each year and end on the last day of December. The Chairperson/CEO or Board of Directors by majority resolutions may change to a fiscal year upon showing of justification.

Section 8.2 Contracts

The Chairperson/CEO or Board of Directors may authorize any officer or his or her designee to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

Section 8.3 Loans

No loans or borrowings shall be contracted for or on behalf of the Association unless authorized by a resolution of the Board of Directors or Chairperson/CEO. No loans shall be granted to any Member, officer, or Director of the Association.

Section 8.4 Checks and Drafts

All checks, drafts, or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Association or to the Association, shall be signed and endorsed by such officer, officers legal counsel of the Association or such other individual as shall be authorized by the Chairperson/CEO and in such manner as shall from time-to- time be determined by the Chairperson/CEO, CFO or by resolution of the Board of Directors.

Section 8.5 Deposits

All funds of the Association, not otherwise employed, shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Chairperson/CEO, CFO, legal counsel or Board of Directors may select.

Section 8.6 Books, Records and Accounts

The Association shall keep or cause to be kept correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors, and Working Groups. In addition, the Association shall annually or as often as is deemed necessary by the Chairperson/CEO or by resolution of the Board of Directors cause a certified audit or review of its accounts to be made and shall cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf.

ARTICLE 9 INDEMNIFICATION

To the extent permitted by law, the Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, officer, employee or Visiting Engineer of the Association, or is or was a member of a Working Group, committee or subcommittee, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, or with respect to any criminal action or proceeding, that the person had no reasonable cause to believe that his or her conduct was unlawful.

To the extent permitted by law, the Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or Visiting Engineer of the Association, or is or was a member of a Working Group, committee or subcommittee, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such a person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duties to the Association, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

ARTICLE 10 SEVERABILITY

The invalidity of any clause, provision, or Article of these Corporate Bylaws shall not affect the validity or enforceability of the remaining clauses, provisions or Articles.

ARTICLE 11 NOTICE

Any notice or writing required or permitted under these Corporate Bylaws may be given in writing, in person, by mail, by private carrier, by telephone, electronic transmission (including facsimile and e-mail) or other form of wire or wireless communication.

ARTICLE 12 AMENDMENTS

The amendment or restatement of these Corporate Bylaws shall require the approval of the Chairperson/CEO or Board of Directors, and may require the approval of twenty-five percent (25%) of the Members if the Chairperson/CEO or Board by majority vote determines such approval is necessary; provided, however, that in the event fewer than twenty-five percent (25%) of the Members vote for the proposed amendment or restatement within the time prescribed for Member action (minimum thirty (30) days), the Chairperson/CEO or Board of Directors may, subject to applicable law, provide final approval of the amendment or restatement upon a two-thirds (2/3) vote of the total number of Directors.

ARTICLE 13 HISTORY

The IP multimedia Carrier Coalition, International Softswitch Consortium (ISC), International Packet Communications Consortium (IPCC), and VoIP Council are all restructured and combined to a new founded association called “IMS Forum[®]” by Michael Khalilian and selected founding member companies in 2005/2006.

Michael Khalilian as a founder will be acting as CEO/Chairman and President.

Adopted: June 23, 1999

First Amendment: July 17, 2001

Second Amendment: October 25, 2002

Third Amendment: February 22, 2006

Fourth Amendment: December 12, 2006

Corporate Name Revised: March 31, 2003 (Conforming Changes)

Corporate Name Revised: February 22, 2006 (Conforming Changes)

Fifth Amendment: February 22, 2006