BYLAWS OF THE BYTECODE ALLIANCE FOUNDATION

ARTICLE I

NAME, PURPOSE AND OFFICES

Section 1.1   Name

The name of the corporation is "Bytecode Alliance Foundation" and the corporation is referred to in these Bylaws as the "Bytecode Alliance."

Section 1.2   Offices

The Bytecode Alliance may establish offices in such locations as the Board of Directors (the "Board") may from time to time determine.

Section 1.3   Purpose

The nature of the business or purposes to be conducted or promoted by the Bytecode Alliance is to engage in any lawful act or activity for which corporations that are organized not for profit may be organized under the General Corporation Law of Delaware. The primary purpose of the Bytecode Alliance (collectively, the "Purpose") is to: (a) establish a capable, secure platform that allows application developers and service providers to confidently run untrusted code, on any infrastructure, for any operating system or device (the "Platform"); (b) establish, maintain, seek support for, and develop infrastructure projects and technical and infrastructure collaboration initiatives (the "Projects") related to the Platform, and such other initiatives as may be appropriate to support, enable and promote the Platform; (c) encourage and increase user adoption, involvement with, and contribution to, the Platform; (d) facilitate communication and collaboration among users and developers of the Platform and the Bytecode Alliance; (e) support and maintain policies set by the Board; (f) manage and steward intellectual property rights related to the Platform; and (g) undertake such other activities as may from time to time be appropriate to further the purposes and achieve the goals set forth above. In furtherance of these efforts, the Bytecode Alliance shall seek to solicit the participation of all interested parties on a fair, equitable and open basis.

Section 1.4   Nonprofit Status

(a) The Bytecode Alliance is organized and shall be operated as a non-stock, not for profit membership corporation organized under the General Corporation Law of Delaware.

(b) The Board shall operate as an entity exempt from Federal taxation pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter, the "Code"). Until such time, if ever, as such exemption is denied or lost, the Bytecode Alliance shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(6) of the Code. All references to the Code contained

herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

Section 1.5 Joint Research and Development Venture

In working toward the achievement of its stated purpose, the Bytecode Alliance and its Members intend to comply with the National Cooperative Research and Production Act, 15 U.S.C.A. §4301 et seq., and to engage in a "joint research and development venture" as defined therein.

ARTICLE II

MEMBERS

Section 2.1 Classes of Membership

The Bytecode Alliance shall have two classes of membership:

(a) A "Corporate Member" may be any association, partnership, organization, governmental agency, company, corporation, academic entity, or non-profit entity interested in supporting the design, development, or application of the Platform.

(b) An "Associate Member" may be any governmental agency, academic entity, or non-profit entity.

Additional classes of voting and non-voting members may be created in the future, and the rights of existing classes of members may be amended, in each case pursuant to Section 2.7 of these Bylaws. Corporate Members and any future classes of members that are entitled to voting rights shall be collectively referred to as "Voting Members." All Voting and non-voting memberships in the Bytecode Alliance are collectively referred to in these Bylaws as "Memberships," and a person or entity holding Membership is referred to in these Bylaws as a "Member."

Section 2.2 Conditions of Membership

(a) An applicant for Membership shall be admitted upon: (a) acceptance of its written application on such form as may be from time to time required by the Bytecode Alliance (which acceptance shall be administered in a non-discriminatory fashion), (b) unless otherwise provided by the Board, payment of such application fees, assessments, initiation fees, annual dues or other fees for such class of Membership as may from time to time be established by the Board, if any (collectively, "Fees").

A Member shall remain in good standing as a Member provided such Member is in compliance with the terms and conditions of the Bytecode Alliance's Certificate of Incorporation, Bylaws, Membership Application and such rules and policies (and the terms of any agreements required thereby) as the Board and/or any committees thereof (each a "Board Committee") may from time to time adopt, and is current in its fulfillment of all in-kind commitments and payment of all Fees and penalties for late payment as may be required or determined by the Board (such Fees and penalties are collectively referred to in the Bylaws as "Financial Obligations," and all of the

foregoing good standing requirements are collectively referred to in these Bylaws as "Membership Obligations"). No person or entity may be accepted for Membership if that person or entity has pre-existing, unpaid Financial Obligations to the Bytecode Alliance.

b) The initial term of Membership for all Members shall be one year after the start of such Member's Membership plus the period through the end of the calendar year (December 31) of the first year of Membership. Thereafter, a Member's Membership and its Membership Obligations shall automatically renew on January 1 for one year periods, regardless of the class of Membership, unless such Member gives written notice of non-renewal to the Bytecode Alliance not less than sixty (60) days prior to the end of its current Membership year, provided that the Bytecode Alliance has given all Members notice of upcoming renewal not less than one hundred and twenty (120) and again ninety (90) days prior to December 31 in such year.

Section 2.3   Privileges of Corporate Membership

Each Corporate Member, while in good standing, shall, in addition to all other rights of a Member as provided by these By-laws, the Board, or the law from time to time, be entitled to:

(a) subject to the limitations of Section 4.3 of these Bylaws, nominate a representative to run for election and be elected and serve as a Director in any election of Corporate Member Directors in accordance with Section 4.3 of these Bylaws and subject to Section 2.6 below;

(b) vote, together with all other Corporate Members as a class, for Corporate Member Directors as described in Sections 4.3 of these Bylaws and subject to Section 2.6 below;

(c) vote on each matter submitted to a vote of the Voting Members;

(d) most prominent listing in all appropriate Bytecode Alliance marketing materials;

(e) display the Bytecode Alliance logo on such Member's web site and in other appropriate materials to indicate membership in the Bytecode Alliance, subject to such guidelines relating to the Bytecode Alliance's trademarks as may from time to time be in force; and

(f) in addition to the rights enumerated in these Bylaws, such other rights as may be approved from time to time by the Board.

The following Corporate Members shall be "Founding Members" and shall have the additional rights provided in Section 4.3(a) below: Intel Corporation; Fastly, Inc.; Microsoft Corporation, and Mozilla Corporation.

Section 2.4   Privileges of Associate Membership

Each Associate Member, while in good standing, shall be entitled to such benefits, rights, and privileges as the Board may from time to time designate.

Section 2.5   Participation

Participation in the Technical Steering Committee ("TSC"), as defined in Section 5.5(b) below, and any Projects sponsored by the Bytecode Alliance shall not be limited to Members, but may

be subject to such operating procedures and terms of participation and other rules as may from time to time be approved by the Board or the applicable Project.

Section 2.6   Subsidiaries, Etc.

(a) Only the legal entity that has been accepted as a Member of the Bytecode Alliance and its Subsidiaries (as defined below) shall be entitled to enjoy the rights and privileges of such Member's Membership; provided, however, that such Member and its Subsidiaries shall be treated together as a single Member except as otherwise provided in Section 2.6(b) below. For purposes of this Section, the term "Subsidiaries" shall mean all Related Companies (as defined below) that a Member controls.

(b) Any number of Related Companies (as defined below) may become Corporate Members, but the rights of each such Corporate Member enumerated in Section 2.3 with respect to representation on the Board of Directors are subject to the restriction that a maximum of two such Corporate Members which are part of a group of Related Companies shall be entitled at one time to have a representative on the Board or vote on matters voted on by the Members, except as follows:

> (i) Subject to the limitations of Subsection 2.6(b)(iv) below, if a Corporate Member which, together with any Related Companies, is already represented by two representatives on the Board is deemed by the Board of Directors to be able to make an important contribution to the Board, then (x) such Corporate Member shall be permitted to nominate a representative to run for election as a Corporate Director, as defined in section 4.3; or (y) an employee of such Corporate Member may stand for election as a Community Director, provided that, in either of the above cases, such right shall be limited to one year unless such permission is renewed by the Board upon reapplication by the Corporate Member.

> (ii) The determination by the Board of whether a group of Related Companies shall be entitled to be represented by a third Director shall be made pursuant to such reasonable criteria as the Board of Directors may from time to time establish and apply in a consistent and non-discriminatory fashion.

> (iii) When two or more Corporate Members are (x) each represented by a Corporate Director pursuant to Subsection 2.6(b)(i) above, those Directors shall together have only one vote, and shall inform the Secretary which of the two shall be entitled to cast such vote, (y) collectively represented by two or more Directors, one of which is a Community Director, the Community Director shall be entitled to vote and the other Director(s) shall not, and (z) collectively represented by two or more Directors, at least two of which are Community Directors, those Directors shall together have only one vote, and shall inform the Secretary which of the two shall be entitled to cast such vote.

> (iv) No group of Related Companies may, under any circumstances, collectively be represented by more than two Corporate Directors. Except as provided in Section

4.3(e)(iii) below, no group of Related Companies may collectively be represented by (x) more than two Community Directors; or (y) more than three Directors of any kind.

(c) For purposes of these Bylaws, the term "Related Company" shall mean any entity which controls or is controlled by a Member, or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent (50%) of the voting securities or membership interests of the entity in question; and "Related Companies" are entities that are each a Related Company of a Member.

(d) Except with respect to Related Companies, if a Member is a corporation, limited liability company, Bytecode Alliance, consortium, membership organization, user group, or other entity that has stockholders, members, or sponsors, then the rights and privileges granted to such Member shall extend only to the employee-representatives of such Member, and not to its stockholders, members, sponsors, etc., unless otherwise approved by the Board in a specific case from time to time.

(e) Memberships shall be non-transferable, non-salable, and non-assignable, except that any Member may transfer its current Membership benefits and obligations to: (i) any Related Company if the transferee qualifies for Membership in the transferring Member's class and the Board in its discretion permits such transfer, provided, however, that the transferor and transferee shall be and remain jointly and severally liable for any unpaid membership dues, fees, or assessments of the transferring member; and (ii) a successor of all or substantially all of such Member's securities, business, and/or assets, whether by merger, sale, operation of law, or otherwise (such transferee (i) and/or (ii) shall be referred to as "Successor"). The Successor shall be bound by these By-laws, the Certificate of Incorporation, any membership agreement, and such policies and procedures as the Board may from time to time adopt, and the Successor shall assume the rights, liabilities, and obligations of the Membership, including without limitation, all Membership Obligations, participation obligations, commitments, contributions, and activities of the acquired Member, which shall continue and be binding upon such successor and shall inure to the benefit of the Bytecode Alliance. In the event of a transfer within Related Companies where the Successor would be required to pay a higher dues amount than the transferor has already paid for the transferred Membership, the Successor shall pay the difference on a pro-rated basis for the balance of the then current Membership year; however, under no circumstance shall a refund of any amounts already paid by the transferor to the Successor be due as a result of a transfer, and any amounts still owing by the transferor at the time of a transfer shall remain due and payable by the Successor. In the event of a transfer under (ii) above, if the Successor is also a Member, then at the election of the Successor, either the Membership of the acquired Member or the Membership of the Successor shall terminate effective upon closing of the acquisition; provided, however, the Membership Obligations and participation obligations, commitments, contributions, and activities of the acquired Member shall continue and be binding upon such Successor and shall inure to the benefit of the Bytecode Alliance.

Section 2.7   Additional Classes of Members

The conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed, and one or more additional classes of Membership may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be prescribed, by amendment to these Bylaws in accordance with Article XIV.

Section 2.8 Termination or Suspension of Membership

Any Member may be suspended from Membership or have its Membership terminated by the Board for material failure to satisfy its Membership Obligations or for engaging in any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the Bytecode Alliance and its Members, or (2) conduct, either within or without the Bytecode Alliance, that is contrary to the Purposes of the Bytecode Alliance or to the advancement of the Bytecode Alliance's business or industry goals (in either case, other than conduct or actions taken in good faith reliance on Section 13 of these By-laws), as reasonably determined by the Board in good faith. Financial Obligations already paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable. Terminations or suspensions of Membership for failure to satisfy Financial Obligations within sixty (60) days of the date of the applicable invoice may be imposed with notice and without right of formal appeal under such procedures as the Board may from time to time approve. Except as provided in the last paragraph of this Section 2.8, no termination or suspension of Membership for any other purpose shall be effective unless:

(a) The Member is given notice of the proposed termination or suspension of Membership and of the reasons therefor;

(b) Such notice is delivered personally or by certified mail, return receipt requested, or by a national or international overnight courier service, sent to the last address of the Member shown on the Bytecode Alliance's records;

(c) Such notice is given at least thirty (30) days prior to the effective date stated in the notice of the proposed termination or suspension of Membership;

(d) Such notice sets forth a procedure determined by the Board (or other body authorized by the Board) to decide whether or not the proposed termination or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires, at its sole cost and expense) or in writing, not less than five (5) days before the effective date of the proposed termination or suspension; and

(e) Such termination or suspension of Membership is approved by Supermajority Vote (as defined in Section 4.11(b) below) of the Board.

Notwithstanding the foregoing, in the event that the Board believes in good faith that a Member is engaging in any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the Bytecode Alliance and its Members, or (2) conduct that is contrary to the Purpose of the Bytecode Alliance or to the advancement of the Bytecode Alliance's business or industry goals (in either case, other than conduct or actions taken in good faith reliance on Section 13 of

these By-laws), the Board, acting by Supermajority Vote, may suspend such Member's Membership immediately, provided that such Member is otherwise afforded the protections provided for in subsections (a), (b), and (d) of this Section 2.8.

Section 2.9 Resignation by Member

A Member may resign as a Member at any time by giving written notice to the Bytecode Alliance. Any Financial Obligations already paid by such Member shall not be refundable upon any resignation, including any resignation pursuant to Section 2.10 or 2.12 below, and all such Financial Obligations of such Member which may be accrued and unpaid as of such date shall remain due and payable.

Section 2.10 Levy of Dues, Assessments or Fees

The Bytecode Alliance may levy dues, assessments, or fees upon its Members in such amounts as may be approved from time to time by the Board, but shall provide at least thirty (30) days' notice of such levy. For the avoidance of doubt, no such levy shall be effective until at least thirty (30) days have passed since the provision of notice. A Member upon learning of any increase in dues, or of any levy of any assessments or fees, may avoid liability therefor by resigning from Membership prior to the date such dues, assessments or fees are due and payable, except where the Member is, by contract with the Bytecode Alliance or otherwise, independently and explicitly liable for such dues, assessments or fees. No provision of the Certificate of Incorporation or Bylaws of the Bytecode Alliance authorizing such dues, assessments or fees shall, of itself, create such liability. In no event shall the failure of a Member to pay any dues or assessments give rise to any claim in favor of the Bytecode Alliance for indirect or consequential damages.

Section 2.11 Use of Names

Unless otherwise provided herein, neither the Bytecode Alliance nor any Member shall use the name, logo, trademark, service mark or other distinctive mark of another Member in any form of publicity without the written permission of the other Member, provided that the Bytecode Alliance and any Member may each disclose and publicize such Member's Membership in the Bytecode Alliance.

Section 2.14 Rights in Intellectual Property

The Members and Board shall neither adopt, nor make any material change to: (1) any intellectual property rights policy of the Bytecode Alliance or any other material policy or procedure of the Bytecode Alliance governing intellectual property (individually and collectively, as the context requires, an "IP Policy"), or (2) any proposed or requested change to any requirement or obligation in the Bylaws to seek or obtain the consent by a Supermajority Vote of the Directors, unless approved by a Supermajority Vote of the Directors and the Bytecode Alliance gives not less than ninety (90) days' prior written notice to all Members of the effective date of such adoption or change, such that any Member may resign its Membership prior to the effective date thereof in accordance with Section 2.9 above. A material change shall be deemed to include, without limitation, the imposition of any patent license obligation or

encumbrance on Members, a change in a contribution agreement or license applicable to Members' contributions, the combination or formal affiliation of the Bytecode Alliance with another organization, any alteration in the definition of "Related Company," or a change in the IP Policy relating the choice and/or approval of exceptions of outbound licenses for software developed by a Project (the "Open Source Software").

ARTICLE III

ACTIONS OF MEMBERS

Section 3.1   Action Without Meeting

Any action required or permitted to be taken by the Members, or any class of Members under the General Corporation Law of Delaware, or at any meeting of a Member Committee or other group of Members or subset of Members, may be taken without prior notice and without an in-person vote, if a consent in writing, setting forth the action to be taken, shall be signed by Members (or members of a class of Members, as the case may be), making up not less than that percentage of all Members as would be necessary to authorize or take such action at a meeting at which all Members (or class of Members, as the case may be) entitled to vote thereon were present and voted, in accordance with the General Corporation Law of Delaware. Pursuant to such written consent, the Voting Members shall elect a Board in accordance with Section 4.3 on an annual basis.

Prompt electronic notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those otherwise entitled to vote thereon who have not consented in writing. An electronic transmission consenting to an action to be taken and transmitted by a Member or by a person or persons authorized to act for a Member or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section, provided that any such electronic transmission sets forth or is delivered with information from which the Bytecode Alliance can determine (a) that the electronic transmission was transmitted by the Member or by a person or persons authorized to act for the Member and (b) the date on which such Member or authorized person or persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. Consents given by electronic transmission (i) may be delivered by electronic transmission to the principal place of business of the Bytecode Alliance or to an Officer or agent of the Bytecode Alliance having custody of the book in which actions of Members without a meeting are recorded, need not be reproduced in paper form, and may be maintained in electronic form as long as they are capable of being readily reproduced in paper form, and (ii) may be otherwise delivered to the principal place of business of the Bytecode Alliance or to an Officer or agent of the Bytecode Alliance having custody of the book in which actions of Members without a meeting are recorded if, to the extent and in the manner provided by resolution of the Board.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 3.2   Nomination and Election Procedures

Subject to the provisions of Section 4.3, the Board shall establish reasonable nomination and election procedures given the nature, size, and operations of the Bytecode Alliance, including a reasonable means for Members of appropriate classes to nominate a person for election as a Director, a reasonable opportunity for a nominee to communicate to the Members the nominee's qualifications and the reasons for the nominee's candidacy (if requested by such nominee), a reasonable opportunity for all nominees to solicit votes (if requested by any such nominee), and a reasonable opportunity for all Members entitled to vote thereon to choose among the nominees.

ARTICLE IV

DIRECTORS

Section 4.1   Powers; Voting

The business and affairs of the Bytecode Alliance shall be managed by its Board, which shall be, and shall possess all of the powers of, the "Governing Body" of the Bytecode Alliance as a not-for-profit membership corporation under the General Corporation Law of Delaware. The Board may exercise all powers of the Bytecode Alliance and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the Members.

Section 4.2   Number of Directors

Subject to Sections 4.3 and 4.4, the total number of Directors shall initially be nine (9). Beginning one (1) year after the first election of Directors, the number of Directors shall be eleven (11). The Board shall comprise the Directors elected as described in Section 4.3 below.

Section 4.3   Composition of the Board of Directors

(a) For the first year after the incorporation of the Bytecode Alliance, the Board shall consist of:

(i) Four (4) Directors (each a "Founding Member Director") appointed by the individual Founding Members.

(ii) Three (3) Directors (each a "Corporate Director") elected by the Corporate Members, excluding the Founding Members, voting as a class.

(iii) One (1) Director (the "TSC Director") nominated by the TSC and elected by the Board.

(iv) One (1) Director (an "At-Large Director") nominated by the Recognized Contributors and elected by the Board.

(b) For each subsequent year after the incorporation of the Bytecode Alliance, the Board shall consist of:

(ii) Eight (8) Directors (each a "Corporate Director") elected by the Corporate Members, including the Founding Members, voting as a class.

(iii) One (1) Director (the "TSC Director") nominated by the TSC and elected by the Board.

(iv) Two (2) Directors (each an "At-Large Director") nominated by the Recognized Contributors and elected by the Board.

(b) The TSC Director and At-Large Director(s) shall be referred to collectively as the "Community Directors."

Section 4.4   Nomination, Election and Term of Office of Directors

(a) Each Director shall serve for a term of two (2) years, except that Founding Member Directors shall serve for a term of one (1) year.

(b) Directors shall be elected or appointed as follows:

(i) Each Founding Member shall be entitled individually to appoint one Founding Member Director in the first election.

(ii) Each Corporate Member (while remaining in good standing), excluding the Founding Members, shall have the right to vote, together with the other Corporate Members as a class, to elect Corporate Directors, except that Founding Members shall not participate in the first election of Corporate Directors.

(iii) The TSC shall nominate a candidate for TSC Director according to the procedures it shall determine. The nominee proposed by the TSC shall be subject to a confirmation vote by the Board of Directors.

(iii) Each Recognized Contributor (while remaining in good standing) shall have the right to participate in the process to nominate candidates for At-Large Director, according to the procedures determined by the TSC. Nominees proposed by the Recognized Contributors shall be subject to a confirmation vote by the Board of Directors.

(d) The selection of nominees for the election of any Director(s) shall be performed under such nominating procedures as may be set by the Board (or in the case of At-Large Directors, the TSC) from time to time. Candidates need not be employed by any Member. Any Director nominated, appointed or elected by any class of Members, or by any Member, may, but shall not automatically, be re-nominated, and/or re-elected for additional terms.

(e) Each Director shall hold office until the earliest to occur of the expiration of the term for which such Director was appointed or elected and such Director's successor is appointed or

elected (as the case may be) and qualified, or until the Director's earlier death, resignation or removal or, in the case of a Corporate Director, if requested by the Board or the Corporate Member that nominated such Director, upon either the termination of the employment of such Director by, or the termination of the membership of, the Member that nominated such Director. Regardless of the foregoing, if any event (including the combination of two Related Companies by merger, acquisition, or otherwise; a Director's change of employment; or otherwise) results in a group of Related Companies having more representatives on the Board than authorized under Section 2.6 of these Bylaws, then:

> (i) the number of Corporate Director representatives of the Related Companiesexceeding the authorized number, as selected jointly by the Related Companies, shall be deemed to have resigned;

> (ii) if the Related Companies together employ all of the Community Directors, the Board shall vote to remove one such Community Director of its choosing; and

> (iii) any additional Community Directors employed by the Related Companies may serve the remainder of their terms, provided that the Board may at any time remove the number of Community Directors exceeding the authorized number.

(f) Each Director may nominate an individual to act as a Director in their stead, whether for a single meeting or as a standing alternate, by providing written notice to the Board. Any nomination of a standing alternate shall be effective only upon approval by a majority vote of the Board (excluding the Director making the nomination). A nomination of an alternate for a single meeting shall be effective if no Director objects to the nomination within ten (10) days of the notice to the Board, or upon approval by a majority of the Board (excluding the Director making the nomination) following an objection. Any such alternate Director shall be entitled to (i) attend and vote at all meetings which the designating Director does not attend, (ii) sign all written consents in lieu of the designating Director, and (iii) otherwise exercise the duties and enjoy the privileges of the designating Director in the absence or unavailability of the designating Director; provided, however, that no such alternate Director may propose a vote or vote upon any Board Committee. A Director may withdraw their designation of an alternate at any time by notifying the Board in writing.

(i) The Board may approve from time to time such reasonable attendance and other requirements as it shall deem to be advisable to ensure that seats on the Board are held by active, contributing individuals. Such rules may provide that in the event that such requirements have not been met, a Director who fails to meet such requirements shall automatically be deemed to have resigned from the Board, but no such rule may be imposed retroactively.

Section 4.5   Enlargement or Reduction

Subject to Section 2.6 above and Section 4.11 below, the number of Directors, the persons eligible to become Directors and the classes of Members eligible to appoint, elect and/or nominate Directors may be amended at any time by a Supermajority Vote (as defined in Section 4.11(b)) of the Board.

Section 4.6   Resignation and Removal

Any Director may resign at any time upon notice to the Bytecode Alliance in writing or by electronic transmission at the principal place of business of the Bytecode Alliance or to the Chairperson or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director who was appointed by a Member under Section 4.3(a) may be removed by that Member at any time, and for any reason, or for no reason. Any or all of the Directors who were elected by a class of Members voting as a class or by the Board may be removed by a majority vote of such class of Members or the Board, respectively. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed by a Supermajority Vote of the other Directors (not counting the Director subject to such removal vote in determining the requisite vote) for engaging within the Bytecode Alliance, in their capacity as Director, in any (1) willful misconduct or otherwise acting to the material detriment of the best interests of the Bytecode Alliance and its Members, or (2) conduct that is contrary to the Purpose of the Bytecode Alliance or to the advancement of the Bytecode Alliance's business or industry goals, as reasonably determined in good faith by such other Directors; provided, however, that the Member or class of Members that appointed and elected or nominated and elected (as the case may be) such removed Director shall be entitled to appoint and elect or nominate and elect (as the case may be) a replacement for such removed Director to serve for the balance of such removed Director's term.

Section 4.7   Vacancies

(a) Vacancies on the Board occurring as a result of the death, resignation, or removal of a Director who was appointed and elected by a Member, or nominated and elected by a class of Members or the TSC may be filled by such class of Members or the TSC, as applicable. All other vacancies shall be filled by the vote of a majority of Directors then in Good Standing, whether or not less than a quorum, or by a sole remaining Director. The term of a Director so elected shall be the unexpired portion of the term of the Director, if any, whom the Director so appointed or elected is replacing.

(b) In the event of a vacancy in the Board, the remaining Directors, except as otherwise provided by law or these Bylaws, may exercise the powers of the full Board until the vacancy is filled.

Section 4.8   Place of Meetings; Remote Meeting Participation

The Board may hold meetings, both regular and special, either within or without the State of Delaware. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, members of the Board or of any Board Committee may participate in a meeting of the Board or of any Board Committee, as the case may be, by means of conference telephone, video conference equipment, web conference, or other communications equipment by means of which all persons participating in the meeting can communicate with each other in real time, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.9 Regular Meetings

Regular meetings of the Board may be held on a scheduled basis at such time and at such place as shall from time to time be determined by the Board and communicated to the Members; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination.

Section 4.10 Special Meetings

Special meetings of the Board may be called by the Chairperson, Secretary, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Two (2) business days' notice to each Director, either personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to their business or home address, or three (3) business days' notice by written notice deposited in the mail, shall be given to each Director by the Secretary or by the Officer or one of the Directors calling the meeting. A notice or waiver of notice or any waiver by electronic transmission of a meeting of the Board need not specify the purposes of the meeting.

Section 4.11 Quorum, Action at Meeting, Adjournments

(a) For purposes of these Bylaws, the term "Good Standing" shall mean, with respect to the status of a Director, a Director who is then in office and whose voting rights as a Director are not then in suspension. At all meetings of the Board, a majority of Directors then in Good Standing shall constitute a quorum for the transaction of business and the act of a majority of such Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law, the Certificate of Incorporation, or these Bylaws.

(b) In order to pass a "Supermajority Vote," a resolution must be:

(i) taken at a meeting of the Board at which at least two-thirds of all Directors then in Good Standing are present and participating (whether in person, by proxy, or otherwise), and at least one-half of Community Directors then in Good Standing are present and participating (whether in person, by proxy, or otherwise), and approved by a vote of least two-thirds of the Directors then in Good Standing, and by a vote of at least one-half of the Community Directors in Good Standing; or

(ii) approved by equivalent proportions of Directors acting by written consent in the manner described in Section 4.12 below.

(c) A Supermajority Vote of the Board shall be required whenever so noted in these Bylaws, and, in addition, with respect to the following matters:

(i) amending the Certificate of Incorporation;

(ii) adopting or recommending to the Members an agreement of merger or consolidation;

(iii) approving or recommending to the Members the sale, lease or exchange of all or substantially all of the Bytecode Alliance's property and assets;

(iv) approving or recommending to the Members the dissolution, liquidation or winding up of the Bytecode Alliance or a revocation of any such dissolution, liquidation or winding up;

(v) enlarging or reducing the size of the Board;

(vi) amending or modifying the eligibility requirements for membership on the Board, the classes of Members eligible to appoint and/or elect Directors;

(vii) terminating or suspending a Member's membership, pursuant to Section 2.9 above;

(viii) any change to the rights of Corporate Membership enumerated in Section 2.3 above;

(ix) adopting or amending any IP Policy document, or amending or deleting any provision of these Bylaws relating to the IP Policy; and

(x) Adopting or amending any charter or other document relating to the operations or scope of the TSC.

(c) No Director whose attendance and voting rights have been suspended shall be counted for purposes of determining quorum, the number of Directors then in Good Standing, or the number of Directors required for voting purposes, unless otherwise required by law, these Bylaws, or the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. In the event that one or more of the Directors shall be disqualified from voting at any meeting upon any matter, then the required quorum as it relates to the consideration of such matter shall be reduced by one for each such Director so disqualified.

Section 4.12 Action by Consent

(a) Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting and without prior notice if a majority of Directors then in Good Standing (or such greater number of Directors as may be required by law or the Bylaws of the Bytecode Alliance for the taking of any such action at a meeting) consent thereto in writing or by electronic transmission, and the writing or writings, or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board, provided that:

(i) such written consent or electronic transmission shall have been sent simultaneously to all Directors then in Good Standing for their consideration;

(ii) prompt written notice of any action so taken (which notice may be given by electronic transmission) is given to those Directors who have not consented in writing or by electronic transmission; and

(iii) two (2) or more such Directors have not objected to the taking of any such action by written notice delivered to the Bytecode Alliance within ten (10) business days following

the date that written notice of the Directors action is mailed or otherwise delivered to such Directors.

Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(b) Notwithstanding the foregoing, the ability of two (2) or more non-consenting Directors to prevent the taking of an action by written consent under clause 4.11(a)(iii) above shall not prevent any such action from being taken at a later date at an actual meeting of the Board.

(c) Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of any Board Committee may be taken in the manner set forth in the preceding clauses 4.11(a) and (b).

Section 4.13 Inspection Rights

Every Director shall have the absolute right at any time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind, and to inspect the physical properties of the Bytecode Alliance.

Section 4.14 Fees and Compensation

The Bytecode Alliance shall not pay Directors any stated salary or compensation for their services as Directors; provided that, by resolution of a majority of the Board, the Bytecode Alliance may reimburse Directors for expenses incurred while acting on behalf of the Bytecode Alliance and/or expenses incurred in attending meetings of the Board, in such amounts as the Board may determine to be appropriate. Nothing herein contained shall be construed to preclude any Director from serving the Bytecode Alliance in any other capacity as an Officer, agent, employee or otherwise, and receiving compensation therefor. The Directors may also approve reimbursement of expenses for members of Board Committees in connection with their service on such Board Committees.

ARTICLE V

BOARD AND MEMBER COMMITTEES

Section 5.1 Committees of the Board

(a) The Board may, by resolution, create such Board Committees, each consisting of one or more Directors appointed by the Board, as the Board may from time to time deem advisable, to perform such general or special duties as may from time to time be delegated to any such Board Committees by the Board, subject to the limitations imposed by law, the Certificate of Incorporation or these Bylaws. No Committee shall have the power or authority to take any of the following actions:

(i) approving any action which requires approval of the Voting Members;

(ii) filling vacancies on the Board;

(iii) fixing compensation of the Directors, Executive Director, and other employees for serving on the Board or on any Board Committee;

(iv) amending or repealing the Bylaws or adopting new Bylaws;

(v) adopting a policy or amending or repealing any policy adopted by the Board;

(vi) amending or repealing any resolution of the Board which by its express terms is not so amendable or repealable;

(vii) amending the Certificate of Incorporation;

(viii) adopting an agreement of merger or consolidation;

(ix) recommending to the Members the sale, lease, or exchange of all or substantially all of the Bytecode Alliance's property and assets;

(x) recommending to the Members a dissolution of the Bytecode Alliance or a revocation of a dissolution; and

(xi) taking any other action for which a vote of more than a simple majority of the Board is required by these Bylaws, the Certificate of Incorporation, or applicable law.

(b) Unless a Member objects, the Board may designate one or more Directors as alternate members of any Board Committees, who may replace any absent member at any meeting of such Board Committees. Any such Board Committee or Board Committees shall have such powers, duties, and name or names as may be determined from time to time by resolution adopted by the Board. Each Board Committee shall keep regular minutes of its meetings and make such reports to the Board as the Board may request.

Section 5.3   Meetings of Committees of the Board

Except as otherwise provided in these Bylaws or by resolution of the Board, each Board Committee may adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, but unless otherwise provided by resolution of the Board or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the conduct of the business of the Board.

Section 5.4   Term of Office of Members of Committees of the Board

Each member of a Board Committee shall serve for such term as shall be established at the time of their election as a Director.

Section 5.5   Committees of the Members

(a) From time to time, the Board may establish committees of the Members (each a "Member Committee. Membership attendance and voting rights in all Member Committees shall be as specified in Article II, and any such Member Committee may operate under such further or different rules of process as it may propose and which are approved by the Board.

(b) A Technical Steering Committee (the "TSC") shall be established and operated pursuant to a charter to be approved by the Board (collectively, the "TSC Charter"). Except as otherwise expressly provided in these Bylaws or required by the Board, the TSC shall be the principal forum for discussion of recruiting, managing, coordinating, and hosting of new Projects and shall be responsible for establishing and operating the Recognized Contributor Program. Subject to approval of the Board, the creation and operation of Projects shall be pursuant to the TSC Charter. Members of the TSC need not be Members of the Bytecode Alliance, and eligibility for participation in the TSC shall be established pursuant to the TSC Charter. The TSC shall elect a chair of the TSC (the "TSC Chair") in accordance with the TSC Charter. The TSC Chair may be re-elected for additional terms without limit. The TSC shall be under the leadership of the TSC Chair, and the TSC Chair may (but need not) be the TSC Director.

(c) Subject to approval of the Board, the TSC shall establish a "Recognized Contributor Program" (the "RC Program") for purposes of promoting and supporting the involvement of individual Project contributors in the activities of the Bytecode Alliance. The RC Program shall operate in accordance with a charter proposed by the TSC and approved by the Board, which charter, among other things, shall define the purpose and scope of the program, establish eligibility for individuals participating in the program ("Recognized Contributors"), establish nomination and election procedures whereby the Recognized Contributors shall elect a chair of the program (the "RC Program Chair") and nominate At-Large Directors, and address such other matters as the TSC and/or Board may require. The RC Program Chair may be re-elected for additional terms without limit.

ARTICLE VI

OFFICERS

Section 6.1   Officers

The Officers of the Bytecode Alliance shall be a Chairperson and a Vice Chairperson (each of which shall be a Director, unless no Director is willing to be nominated to such position) and a Secretary (each of whom shall also be a Director, unless no Director is willing to be nominated for such position). The Bytecode Alliance may also have, at the discretion of the Board, an Executive Director, one or more Vice Chairpersons, one or more Assistant Secretaries, and such other Officers with such titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3. The Chairperson shall be elected by a majority of the Board, and shall preside over meetings of the Board.

The Vice Chairperson shall be elected by a majority of the Board, and shall preside over meetings of the Board and the Members in the absence of the Chairperson.

Section 6.2   Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular elections to such office and may be filled by the Board, at its discretion.

Section 6.3   Election

The Board at its annual meeting each year shall choose a Chairperson, a Vice Chairperson, and a Secretary. Other Officers may be elected by the Board at any such meeting, and any or all Officers may be replaced, at any other meeting of, or by written consent of, the Board.

Section 6.4   Tenure

Each Officer of the Bytecode Alliance shall hold office until their successor is chosen and qualifies, unless a different term is specified in the vote choosing or electing them, or until their earlier death, resignation or removal. Any Officer elected by the Board may be removed at any time by the Board or a Board Committee duly authorized to do so. Any Officer may resign by delivering their written resignation to the Bytecode Alliance at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.5   Chairperson and Executive Director

(a) The Chairperson shall have all of the powers normally associated with the role of chief executive officer and preside at all meetings of the Board and the Members, in addition to any other power granted the Chairperson under these By-laws or by applicable law. The Chairperson shall oversee the management of the business of the Bytecode Alliance and see that all orders and resolutions of the Board are carried into effect. Without limiting the foregoing, the Chairperson shall:

> (i) Execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Bytecode Alliance, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Bytecode Alliance; and

> (ii) Oversee the Executive Director (if any).

(b) The Executive Director (if any) shall preside over the day-to-day affairs of the Bytecode Alliance under the direction of the Board and the Chairperson and perform such other duties and have such other powers as the Board or the Chairperson may from time to time prescribe.

Section 6.6   Vice Chairperson

In the absence of the Chairperson or in the event of their inability or refusal to act, the Executive Director or the Vice Chairperson shall perform the duties of the Chairperson concerning the management of the business of the Bytecode Alliance, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson; provided, however, that nothing within this Section 6.6 shall operate to grant powers of the Chairperson as chair of the Board of Directors or as a member of the Board of Directors to any Executive Director or Vice

Chairperson. The Vice Chairperson shall perform such other duties and have such other powers as the Board or the Chairperson may from time to time prescribe.

Section 6.7 Secretary

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary under the General Corporation Law of Delaware, including without limitation recording all the proceedings of the meetings of the Bytecode Alliance and of the Board. The Secretary, and each Assistant Secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other Officer to affix the seal of the Bytecode Alliance and to attest the affixing by such Officer's signature.

Section 6.8 Assistant Secretaries

Any Assistant Secretary shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary. In the absence of the Secretary or any Assistant Secretary at any meeting of Directors, the person presiding at the meeting shall designate a temporary or acting Secretary to keep a record of the meeting.

Section 6.9 Compensation

No Officer, other than an Executive Director, shall receive compensation for serving as an Officer.

<div align="center">

ARTICLE VII

NOTICES

</div>

Section 7.1 Delivery

(a)   Whenever, under the provisions of law, or of the Certificate of Incorporation, or these Bylaws, written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or Member, at his, her or its address as it appears on the records of the Bytecode Alliance, with postage thereon prepaid. Unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these Bylaws, and subject to the provisions below relating to notice by electronic transmission to Members, written notice may also be given by electronic mail, telecopy, commercial delivery service, or similar means, addressed to such Director or Member at his, her or its physical, email, or telecopy address or number as it appears on the records of the Bytecode Alliance. Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Bytecode Alliance under any provision of law, the Certificate of Incorporation, or the Bylaws, unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these Bylaws, shall be effective if given by a form of electronic

transmission to any Member who has not notified the Bytecode Alliance in writing or by electronic transmission of their objection to receiving notice by electronic transmission.

(b) Notice given pursuant to this Section shall be deemed given: (i) if by electronic mail to (A) a Member, when directed to an electronic mail address at which the Member has consented to receive notice and (B) to a Director, when directed to the electronic mail address for such Director as it appears on the records of the Bytecode Alliance; (ii) if by a posting on an electronic network together with separate notice to the Member or Director of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; (iii) if by facsimile telecommunication (A) to a Member, when directed to a number at which the Member has consented to receive notice and (B) to a Director, when directed to the number for such Director as it appears on the records of the Bytecode Alliance; (iv) if by any other form of electronic transmission, when directed to the Member or Director; (v) if by hand delivery or oral notice, at the time it is actually given; (vi) if by mail, at the time when the notice is deposited in the United States mail; and (vii) if by commercial delivery carrier or similar means, at the time when the notice is deposited with the carrier, in each case the transmission charge to be paid by the Bytecode Alliance or the person sending such notice and not by the addressee. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Bytecode Alliance that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(d) Without limiting the foregoing, the Bytecode Alliance adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Bytecode Alliance shall not be under any obligation (except as required by law or these Bylaws) to send any notice to any Member by any means other than electronic mail, and it is therefore the responsibility of each Member to avail itself of and make such arrangements as may be necessary to receive notice in such fashion.

Section 7.2   Waiver of Notice

Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent thereto.

ARTICLE VIII

INDEMNIFICATION

Section 8.1   Actions other than by or in the Right of the Bytecode Alliance

Subject to confirmation of the appropriateness of such action by the Board as provided in Section 8.4 below, the Bytecode Alliance 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 Bytecode Alliance) by reason of the fact that the person is or was a Director, Officer, employee or agent of the Bytecode Alliance, or is or was serving at the request of the Bytecode Alliance 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 the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Bytecode Alliance, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this 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 they reasonably believed to be in or not opposed to the best interests of the Bytecode Alliance, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 8.2   Actions by or in the Right of the Bytecode Alliance

Subject to confirmation of the appropriateness of such action by the Board as provided in Section 8.4 below, the Bytecode Alliance 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 or suit by or in the right of the Bytecode Alliance to procure a judgment in its favor by reason of the fact that the person is or was a Director, Officer, employee or agent of the Bytecode Alliance, or is or was serving at the request of the Bytecode Alliance 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 the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Bytecode Alliance; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the Court of Chancery of the State of Delaware or 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 which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 8.3   Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 of this Article VIII has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, the person shall be indemnified

against expenses (including attorneys' fees) actually and reasonably incurred by them in connection therewith.

Section 8.4   Specific Authorization

Any indemnification under Section 8.1 or 8.2 of this Article VIII (unless ordered by a court) shall be made by the Bytecode Alliance only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because the person has met the applicable standard of conduct set forth in said Sections. Such determination shall be made by a majority vote of such Directors who were not parties to such action, suit or proceeding, even though less than a quorum.

Section 8.5   Advance Payment

Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Bytecode Alliance in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that the person is not entitled to indemnification by the Bytecode Alliance as authorized in this Article VIII.

Section 8.6   Non-Exclusivity

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VIII shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any By-law, agreement, vote of disinterested Directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 8.7   Jurisdiction of Delaware Court of Chancery

The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification. The Delaware Court of Chancery may summarily determine the Bytecode Alliance's obligation to advance expenses (including attorney's fees).

Section 8.8   Insurance

The Board may authorize the Bytecode Alliance to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Bytecode Alliance, or is or was serving at the request of the Bytecode Alliance as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Bytecode Alliance would have the power to indemnify the person against such liability under the provisions of this Article VIII.

Section 8.9   Continuation of Indemnification and Advancement of Expenses

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a Director, Officer, employee or

agent of the Bytecode Alliance and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.10 Severability

If any word, clause or provision of this Article VIII or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 8.11 Intent of Article

The intent of this Article VIII is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VIII shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE IX

BOOKS AND RECORDS

Section 9.1   Books and Records

The Bytecode Alliance shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board and Board Committees, and a record of the Members giving their names and addresses and the class of Membership held by each.

Section 9.2 Form of Records

Minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 9.3   Reports to Directors, Members, and Others

The Board shall cause such reports to be prepared, filed, and/or distributed as may be required.

Section 9.4   Record Date

In order that the Bytecode Alliance may determine the Members entitled to express consent to corporate action in writing without a meeting, or the Members entitled to receive payment of any distribution, if any, permitted by law and the Bytecode Alliance's then current federal and state tax status, or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of Membership or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be (i) more than sixty (60) days prior to the adoption of the resolution by the Board and (in the case of consent to corporate action in writing without a meeting) the date upon which such written consent is delivered to the Members, nor (ii) later than the date upon which the Board adopts the resolution proposing the taking of such

action. In the absence of such a determination, the record date shall be at the close of business on the day on which the Board adopts the resolution proposing the taking of such action.

Section 9.5   Registered Members

The Bytecode Alliance shall be entitled to recognize the exclusive right of a person registered on its books as a Member or a representative of a Member to receive distributions, if any, and to vote, if such records indicate that such person is a Voting Member or a representative of a Voting Member, and to hold liable for Financial Obligations each Member registered on its books, and shall not be bound to recognize any equitable or other claim to or interest in Membership on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the General Corporation Law of Delaware.

ARTICLE X

CERTAIN TRANSACTIONS

Section 10.1 Transactions with Interested Parties

No contract or transaction between the Bytecode Alliance and one or more of its Directors or Officers, or between the Bytecode Alliance and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are Directors or Officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because such Director or Officer (or other director or officer) is present at or participates in the meeting of the Board or Board Committee which authorizes the contract or transaction or solely because the person's votes are counted for such purpose, if:

(a) The material facts as to the person's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or such Board Committee, and the Board or such Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(b) The material facts as to the person's relationship or interest and as to the contract or transaction are disclosed or are known to the Voting Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Voting Members; or

(c) The contract or transaction is fair as to the Bytecode Alliance as of the time it is authorized, approved, or ratified, by the Board, a Board Committee, or the Voting Members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or Board Committee that authorizes the contract or transaction.

ARTICLE XI

GRANTS, CONTRACTS, LOANS, ETC.

Section 11.1 Grants

The making of grants and contributions, and otherwise rendering financial assistance for the Purposes of the Bytecode Alliance, may be authorized by the Board. The Board may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Bytecode Alliance to make any such grants, contributions or assistance.

Section 11.2 Execution of Contracts

The Board may authorize any Officer, employee or agent of the Bytecode Alliance, in the name and on behalf of the Bytecode Alliance, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board to the contrary, the Chairperson shall be authorized to execute such contracts and instruments on behalf of the Bytecode Alliance as the Chairperson may deem to be reasonably necessary, subject to such standing limits as may from time to time have been established by vote of the Board, but must inform the Board of any such actions.

Section 11.3 Checks, Drafts, Etc.

All checks, drafts, and other orders for the payment of money out of the funds of the Bytecode Alliance, and all notes or other evidences of indebtedness of the Bytecode Alliance, shall be signed on behalf of the Bytecode Alliance in such manner as shall from time to time be determined by resolution of the Board.

Section 11.4 Deposits

The funds of the Bytecode Alliance not otherwise employed shall be deposited from time to time to the order of the Bytecode Alliance in such banks, trust companies, or other depositories, or shall be otherwise invested, as the Board may select or direct, or as may be selected or directed by an Officer, employee or agent of the Bytecode Alliance to whom such power may from time to time be specifically delegated by the Board.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Fiscal Year

The fiscal year of the Bytecode Alliance shall initially end on the December 31, subject to change at any time by resolution of the Board.

Section 12.2 Reserves

The Directors may set apart out of any funds of the Bytecode Alliance a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 12.3 Seal

The Board may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the Bytecode Alliance, the year of its organization and the word "Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be altered from time to time by the Board.

Section 12.4 Proprietary Rights

(a) Except as specifically provided to the contrary in such policies and procedures as may from time to time be approved by the Board, all information disclosed by any participant during any official meeting or activity of the Bytecode Alliance, including but not limited to Member meetings, Member Committee Meetings, Bytecode Alliance meetings, Board meetings, meetings of Board Committees and sub-committees thereof, electronic mail or the like, shall be deemed to have been disclosed on a non-confidential basis, but without waiver of any rights represented by valid patents, patent applications, and Federal and international statutory copyrights.

(b) No express or implied right, whether by implication, estoppel, or otherwise, to any patent, copyright, trademark, trade secret, or other intellectual property right of any Member is or shall be deemed to be granted to the Bytecode Alliance or to any other Member by reason of its membership in or participation in the activities of the Bytecode Alliance, except as may be provided in a separate written agreement or IP Policy.

(c) No Member shall at any time be required to exchange proprietary information with any other Member solely by reason of its being a Member of the Bytecode Alliance.

ARTICLE XIII

ANTITRUST COMPLIANCE

Section 13.1 General

The Bytecode Alliance will conduct all of its activities in conformance with all international, U.S. federal and state antitrust laws and competition laws, including but not limited to the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act and the EU Competition Regulations. The Board and the Chairperson shall consult legal counsel and seek legal review whenever necessary to ensure that the activities of the Bytecode Alliance are conducted in conformance with such laws.

Each of the Members of the Bytecode Alliance is committed to fostering competition in the development of new products and services, and the activities of the Bytecode Alliance are intended to promote such competition. Each Member acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable state, federal or international antitrust laws or regulations. Without limiting the generality of the foregoing, Members that are competitors shall not discuss issues relating to product costs, product pricing, methods or channels of product distribution, division of markets, allocation of customers, or any other topic that would be prohibited by applicable antitrust laws.

Each Member shall assume responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the Purposes of the Bytecode Alliance, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

Section 13.2 Availability of Intellectual Property

It is the good faith objective of the Bytecode Alliance (a) to make all Open Source Software available promptly as it is developed and owned by the Bytecode Alliance on the same terms and conditions to all Members and at the same point in time to all Members, and (b) to make all such Open Source Software available to all non-Members under the same Open Source License(s).

Section 13.3 No Obligation to Endorse

No Member shall, by reason of its Membership or participation in the Bytecode Alliance or otherwise, be obligated to license from the Bytecode Alliance, use or endorse any intellectual property developed or endorsed by the Bytecode Alliance, or to conform any of its products to any code base, specification, software, documentation, or platform developed or adopted by the Bytecode Alliance or any Project, nor shall any such Member be precluded from independently licensing, using or endorsing similar intellectual property, platform, software, specifications, or documentation developed by it or by others. No provision of these Bylaws or any Membership Agreement shall be interpreted to prevent any Member from using any technology or platform other than technology of the Platform, or from engaging in other activities or business ventures, independently or with others, whether or not competitive with the activities contemplated herein or those of any Member.

ARTICLE XIV

AMENDMENTS

Except as otherwise required under these Bylaws, or where such power is expressly limited by law or, the Certificate of Incorporation as to any specific action, these Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, in each case by an affirmative Supermajority Vote.

Register of Amendments to the Bylaws

Date	Section(s) Affected	Change