

**BYLAWS OF THE  
AUTOMOTIVE EDGE COMPUTING CONSORTIUM, INC.  
("AECC")**

**Amended and Restated October 2022**

# **ARTICLE I**

## **NAME, PURPOSE AND OFFICES**

### ***Section 1.1 Name***

The name of the corporation is “Automotive Edge Computing Consortium, Inc.” and the corporation is referred to in these Bylaws as the “Corporation” or “AECC”.

### ***Section 1.2 Principal Office***

The principal office of AECC shall be located at 401 Edgewater Place, Suite 600, Wakefield, Massachusetts, U.S.A. 01880. The Board of Directors (as defined below) is hereby granted full power and authority to change said principal office from one location to another.

### ***Section 1.3 Other Offices***

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places.

### ***Section 1.4 Purpose***

The nature of the business or purposes to be conducted or promoted by AECC is to engage in any lawful act or activity for which a nonprofit nonstock corporation (as defined in Section 114(d)(3) of the General Corporation Law of the State of Delaware, USA (the “General Corporation Law”)) may be organized under the General Corporation Law. Without limiting the generality of the foregoing, the primary purposes of AECC are as follows:

- (a) to develop and define the emerging use cases and requirements of connectivity services of the future mobile devices with a particular focus on automobiles,
- (b) to develop and define a reference network architecture to enable such use cases and requirements, and
- (c) to engage and promote such use cases and requirements in the relevant standardization organizations in order to build a global ecosystem of the future mobile connectivity services.

### ***Section 1.5 Nonprofit Status***

AECC is organized and shall be operated as a “nonprofit, nonstock corporation” (as defined in Section 114(d)(3) of the General Corporation Law). The Board of Directors may, in its sole discretion, elect to seek exemption from U.S. federal taxation for AECC pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter, the “Code”). In the event that such exemption is sought and until such time, if ever, as such exemption is denied or lost, AECC 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, and will only proceed with any liquidation, dissolution, termination or winding up of the Corporation in a manner that qualifies as tax exempt under the Code.

### ***Section 1.6 Compliance with Antitrust Laws***

Each of the Members of the Corporation is committed to fostering competition in the development of new products and services, and the work of the Corporation is intended to promote such competition. Each Member further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations or applicable orders. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under this Agreement regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member further acknowledges that it and each other Member is free to develop competing technologies and to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

The Corporation adopts the Antitrust Guidelines attached hereto as Exhibit A, which may be revised from time to time by the Board of Directors, in consultation with appropriate legal counsel.

## **ARTICLE II**

### **MEMBERS**

#### ***Section 2.1 Classes of Membership***

AECC shall have four (4) classes of membership: Charter Members, Sponsor Members, Contributor Members, and Affiliate Members. Additional classes of Members may be created in the future, and the rights of existing classes of Members may be amended, in each case pursuant to Section 4.6. Each Member entitled to vote shall be entitled to cast one (1) vote on each matter submitted to a vote of the Members.

All voting and non-voting memberships in AECC are collectively referred to in these Bylaws as the “Memberships”, and an entity holding Membership is referred to in these Bylaws as a “Member”.

A “Voting Member” is a Member of a class of Members that is granted, pursuant to these Bylaws, a right to vote at meetings of Members.

## **Section 2.2 General Conditions of Membership**

The conditions of membership or other criteria for identifying Members applicable to all Members shall be as follows:

Any association, partnership, organization, governmental agency, corporation, individual, or non-profit entity shall be admitted as a Member by: (a) acceptance by AECC of its written agreement therefor on such form as may be from time to time required by AECC (the "Membership Agreement") (which acceptance shall be administered in a non-discriminatory fashion) and (b) payment of annual dues or other fees for such class of Members as may from time to time be established by the Board of Directors within the time and on the conditions set by the Board of Directors, as well as late interest therefor (collectively, the "Dues").

In addition to satisfying conditions (a) and (b) above in the preceding paragraph of this Section 2.2, (i) the Charter Members shall be those entities satisfying the conditions of membership and criteria for identifying Charter Members set forth in Section 2.3, (ii) the Sponsor Members shall be those persons or entities admitted as such by the Super Majority Vote of the Board of Directors in accordance with Section 4.6 who or which satisfy the conditions of membership or criteria for identifying Sponsor Members adopted from time to time by the Board of Directors (it being understood that, in considering the admission of a new Sponsor Member, the Board of Directors may take into account the impact that the admission of an applicant may have on the balance of representation on the Board of Directors (e.g., with reference to industry segments and geography); (iii) Contributor Members shall be those persons or entities satisfying the conditions of membership and criteria for identifying Contributor Members adopted from time to time by the Board of Directors; and (iv) Affiliate Members shall be those entities satisfying the conditions of membership and criteria for identifying Affiliate Members set forth in Section 2.6 and such other conditions of membership or criteria for identifying Affiliate Members as may be determined from time to time by the Board of Directors.

Each Member shall automatically cease to satisfy the conditions of membership at such time as such Member ceases to be in good standing as a Member. A Member shall remain in good standing as a Member, provided (i) such Member has paid all Dues within the period set by the Board of Directors, (ii) the Member continues to meet all of the other conditions of membership or criteria for identifying Members, as from time to time determined by the Board of Directors, and (iii) the Member's Membership has not been suspended pursuant to Section 2.8.

## **Section 2.3 Privileges of Charter Membership**

The initial Charter Members of AECC are the following founding companies:

- (1) Toyota Motor Corporation, a corporation duly organized and existing under the laws of Japan, having its principal place of business at 1 Toyota-cho, Toyota City, Aichi 471-8571, Japan

- (2) Nippon Telegraph and Telephone Corporation, a corporation duly organized and existing under the laws of Japan, having its principal place of business at 1-5-1, Otemachi, Chiyoda-ku, Tokyo 100-8116, Japan
- (3) Intel Corporation, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, having its principal place of business at 2200 Mission College Blvd. Santa Clara, CA 95054-1549
- (4) Denso Corporation, a corporation duly organized and existing under the laws of Japan, having its principal place of business at 1-1 Showa-cho, Kariya-shi, Aichi-ken, Japan
- (5) Ericsson AB, a corporation duly organized and existing under the laws of Sweden, having its principal place of business at Torshamnsgatan 23, SE 164 80 Stockholm, Sweden

Another founding company, specifically, NTT DOCOMO, INC., a corporation duly organized and existing under the laws of Japan, having its principal place of business at Sanno Park Tower, 2-11-1, Nagata-cho, Chiyoda-ku, Tokyo 100-6150, Japan (“DOCOMO”) shall be granted Affiliate Membership as set forth in Section 2.6, provided that DOCOMO shall be entitled to: (i) attend the Board of Directors meetings as an observer; and (ii) access to all information enjoyed by the Charter Members, notwithstanding its status as an Affiliate Member.

The initial Charter Members on the list above will be the Charter Members of the Corporation for purposes of the rights and benefits set forth in Section 2.3(a) and elsewhere in these Bylaws, except for those initial Charter Members that change their Membership status pursuant to the process described below in this Section 2.3, which entities shall no longer have the rights and benefits of a Charter Member under these Bylaws commencing on the effective date of their change in Membership status and shall thereafter be referred to as “Former Charter Members”.

To the extent a Charter Member desires to change to a different AECC membership class; the Charter Member must provide sixty (60) days prior written notice to the President, stating the effective date for the requested Membership-class change. As of the effective date in the Charter Member’s notice, the Charter Member will lose its membership status as a “Charter Member” and will instead be categorized under the new Membership class specified in its notice and will also be referred to herein as a “Former Charter Member”; provided however, the Former Charter Member will continue to be listed as an initial Charter Member in these Bylaws despite their changed Membership class. AECC will apply the Dues that the Charter Member has already paid for the then-current Membership term against the Membership fees for the new Membership class, the Dues already paid shall not be refundable.

The Board of Directors shall keep a current record of the Charter Members and make updates as necessary if any entity changes their Membership status pursuant to the process described in this Section 2.3.

Each Charter Member, while in good standing, shall be entitled to:

- (a) as set forth in Section 4.3, appoint one (1) representative to serve as a Director (as defined below) ; and
- (b) all Contributor Member rights set forth in Section 2.5.

#### ***Section 2.4 Privileges of Sponsor Membership***

Each Sponsor Member, while in good standing, shall be entitled to:

- (a) as set forth in Section 4.3, appoint one (1) representative to serve as a Director so long as the Member holds the Sponsor Membership status approved by the Board of Directors; and
- (b) all Contributor Member rights set forth the in Section 2.5.

#### ***Section 2.5 Privileges of Contributor Membership***

Each Contributor Member, while in good standing, shall be entitled to:

- (a) notice of, and to participate, attend and vote in Member meetings;
- (b) notice of, and to participate, contribute and vote in Work Groups; and (b) all Affiliate Member rights set forth in Sections 2.6.

#### ***Section 2.6 Privileges of Affiliate Membership***

The Affiliate Membership is granted to those companies that are affiliates of the Charter Members, Sponsor Members, or Contributor Members. An affiliate is any entity that, directly or indirectly, controls, is controlled by, or is under common control of, any Charter Member, Sponsor Member or Contributor Member. For the purpose of this Section 2.6, "control" means either (i) holding fifty percent (50%) or more of outstanding securities, (ii) holding fifty percent (50%) or more of voting rights; (iii) having the authority to designate fifty percent (50%) or more of the board of directors; (iii) ability to direct management decisions that significantly affect returns; or (iv) being a consolidated company under any applicable tax law. Notwithstanding anything to the contrary set forth herein or otherwise, no person or entity shall be allowed to become a Charter Member, Sponsor Member or Contributor Member if any of its affiliates is already a Charter Member, Sponsor Member or Contributor Member.

Each Affiliate Member, while in good standing, shall be entitled to:

- (a) participate and contribute in Work Groups, without voting rights;
- (b) participate and attend in Member meetings, without voting rights;
- (c) access AECC deliverables before they are published; and

- (d) be informed of AECC activities, plans, and Member specific information.

### **Section 2.7 Additional Classes of Members**

Subject to any limitations in the Certificate of Incorporation and approval under any class voting requirements or other Member voting requirements under applicable law, the conditions, privileges, powers, and voting rights (if any) of any class of Members may be changed, and one or more additional classes of Members of AECC may be created, and the conditions, voting rights (if any), powers and privileges of each such class may be prescribed, by adoption of an amendment to these Bylaws pursuant to Section 4 of these Bylaws.

### **Section 2.8 Resignation, Termination or Suspension of Membership**

Upon voluntary resignation of any Member upon sixty (60) days prior written notice to the President or termination or suspension of the Membership pursuant to Section 4.6(b)(ii), the Dues already paid shall not be refundable, and all Dues of such Member which may have accrued and unpaid as of such date shall remain due and payable.

No termination or suspension of a Member's Membership (other than for non-payment of Dues) shall be effective, however, unless:

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

- (b) Such notice is sent to the last address of the Member shown on AECC's records (i) electronically with a request for confirmation or receipt, (ii) personally, (iii) by certified mail, postage prepaid and return receipt requested, or (iv) by a national or international overnight courier service.

### **Section 2.9 Any termination or suspension of a Member's Membership for non-payment of the Dues may be effected by written notice from the President pursuant to such rules as the Board of Directors may from time to time adopt. The President or the Board may temporarily suspend a Member or restrict a Member's access to AECC Confidential Information at any time without following the voting requirements of Section 4.6(b)(ii) if required to comply with applicable laws, provided the requirements of Section 2.8(a) and 2.8(b) are also satisfied. Merger and Acquisition**

If there is any combination, merger, acquisition or otherwise, of two (2) Members represented, the surviving Member (i.e., absorbing or merged company Member) shall continue to hold the same Membership, and the Membership of the non-surviving Member shall be terminated. If any Member becomes an affiliate of any Charter, Sponsor or Contributor Member, such Member shall become an Affiliate Member of such Charter, Sponsor or Contributor Member, regardless of its original Membership status.

**Section 2.10 Effects of Resignation, Termination or Suspension of Membership**

Any resigned, terminated or suspended Member shall, to the extent commercially practicable, either return or destroy, upon request of the President, all Confidential Information (as defined in Section 8.1) and copies thereof during its Membership. Any resigned, terminated or suspended Member shall continue to maintain the confidentiality of Confidential Information received during the term of its Membership in accordance with and for the period set forth in Article VIII.

The Membership is non-transferable, provided that in the event the resigned, terminated or suspended Member is a Charter, Sponsor or Contributor Member and an Affiliate of such Member is already an Affiliate Member, such Affiliate Member may choose to succeed such resigned, terminated or suspended Charter Membership, Sponsor Membership or Contributor Membership upon such resignation, termination or suspension. AECC will apply the Dues that the Affiliate Member has already paid for the then-current Membership term against the Membership fees for the new Membership class and the Affiliate Member shall pay the remaining unpaid Dues (if any) for the new Membership class.

**Section 2.11 Dues**

AECC may levy the Dues upon its Members in such amount as may be approved from time to time by the Board of Directors. A Member upon learning of any increase in the Dues may avoid liability therefor by resigning as a Member pursuant to Section 2.8 above prior to the date such Dues are due and payable, except where the Member is, by contract with AECC or otherwise, independently and explicitly liable for such Dues. No provision of the Certificate of Incorporation or Bylaws of AECC authorizing such Dues of itself create such liability. In no event shall the failure of a Member to pay any Dues give rise to any claim in favor of AECC for indirect or consequential damages.

**Section 2.12 Use of Names/Publicity**

Neither AECC nor any Member may use the name, trademark, or service mark of any other Member for any advertising, promotional or publicity purposes without the prior written approval of such Member, provided that AECC and any Member may each disclose such Member’s Membership in AECC.

**ARTICLE III**

**MEETINGS OF MEMBERS**

**Section 3.1 Annual Meetings**

An annual meeting of the Members may be held for the purpose of transacting such business as may come before Member meetings at such place (if any), date and time determined by the Board of Directors.



### ***Section 3.2 Special Meetings***

Special meetings of the Members, for any purpose or purposes, may, unless otherwise prescribed by statute or by the Certificate of Incorporation, be called by the Board of Directors or the President or Secretary at the request in writing of a majority of the Directors then in office. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

### ***Section 3.3 Notice of Meetings***

Except as otherwise provided by law or these Bylaws, written notice of each meeting of the Members, annual or special, stating the place, if any, date and time of the meeting, the means of remote communications, the general agenda and the purpose or purposes for which the meeting is called, and such other information as may be required by law shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each Member entitled to vote at such meeting.

### ***Section 3.4 Quorum***

Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, the presence, in person or by proxy, of more than seventy-five percent (75%) of the Voting Members entitled to vote shall constitute a quorum for the transaction of business by the Voting Members at all meetings of the Members; provided, however, that in the case of any action which, by the Certificate of Incorporation, these Bylaws, or applicable law, would require the vote of a single class of the Voting Members, the presence, in person or by proxy, of more than seventy-five percent (75%) of the Voting Members of such class shall constitute a quorum for the transaction of business by such class of the Voting Members at all meetings of such class of Members. For the avoidance of doubt, any Member who is present, either in person or by proxy, at any meeting of Members shall be counted toward the establishment of a quorum for the transaction of business even if such Member abstains from voting on some or all of the matters brought before such meeting. Member committees and sub-groups, as may be formed, shall have the same rules relating to quorum requirements and voting majorities as provided for in these Bylaws, unless otherwise approved by the Board of Directors.

### ***Section 3.5 Voting Thresholds***

When a quorum is present at any Member meeting, a majority of the votes cast by the Members shall decide any question or matter brought before such meeting, unless a different vote is required by statute, the Certificate of Incorporation or these Bylaws, in which case such express provision shall govern and control the decision of such question. For the avoidance of doubt, for purposes of determining whether any question or matter brought before the Members has received “a majority of votes cast” for or against its approval or determination, abstentions shall not be treated as votes cast for or against (or otherwise cast upon) the question or matter but shall instead have no effect on the outcome of the question or matter.

### ***Section 3.6 Adjournments***

Any meeting of Members may be adjourned from time to time to any other time and to any other place at which a meeting of Members may be held under these Bylaws or by law, which time and place and such other information as may be required by law shall be announced at the meeting, by a majority of the Voting Members present in person, via the means of remote communications or represented by proxy at the meeting and entitled to vote, though less than a quorum, or, if no Voting Member is present or represented by proxy, by any Officer entitled to preside at or to act as Secretary of such meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member.

### ***Section 3.7 Remote Member Meetings***

A meeting of the Voting Members may be conducted, in whole or in part, by electronic means of remote communication, provided that (1) AECC implements reasonable measures to verify that each person or entity deemed present and permitted to vote at the meeting by means of remote communication is a Member, (2) AECC implements reasonable measures to provide Voting Members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members entitled to vote on such matters, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and (3) if any Member votes or takes other action at the meeting by means of electronic transmission to AECC or electronic video screen communication, a record of that vote or action is maintained by AECC.

### ***Section 3.8 Action by Written Consent***

Except as otherwise provided by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, is signed by the Members having not less than the 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 voted and is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an Officer or agent of the Corporation having custody of the book in which proceedings of meetings of the Members are recorded.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a Member or proxyholder, shall be deemed to be written and signed for the purposes of this Section 3.8, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine that the telegram, cablegram or other

electronic transmission was transmitted by the Member or proxyholder. In the event of a conflict or inconsistencies between the signature date of the written consent and the date on which such Member or proxyholder transmitted such telegram, cablegram or electronic transmission, the date on which the telegram, cablegram or electronic was properly transmission to the Corporation shall be the deemed date of delivery. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. 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 3.9 Proxies***

Each Voting Member entitled or required to vote at a meeting of Members or express consent to corporate action in writing without a meeting by written consent may authorize another person or persons to act for such Member by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Member may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date.

## **ARTICLE IV**

### **DIRECTORS**

#### ***Section 4.1 Powers; Voting***

The business and affairs of AECC shall be managed by its governing body, which shall be known as the Board of Directors (the "Board of Directors"; individual members of the Board of Directors shall be known as "Directors"), which shall be, and shall possess all of the powers of, AECC as a nonprofit nonstock corporation under the General Corporation Law. The Board of Directors may exercise all powers of AECC 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. No Member shall have the right to appoint more than one (1) Director.

#### ***Section 4.2 Number of Directors***

The number of Directors shall be within a range of one (1) and seventeen (17). The precise number of Directors within that range shall equal the total number of Charter Members and Sponsor Members in good standing from time to time, less any Charter or Sponsor Member that has failed to fill a vacancy in accordance with the requirements of Section 4.3(d).

### **Section 4.3 Appointment of Directors**

(a) Each Charter Member, in good standing, shall be entitled to appoint one (1) individual to serve as a Director, provided that such Director, to be qualified, shall be an employee of the Charter Member.

(b) Each Sponsor Member, in good standing, upon approval from the Board of Directors as stated in Section 2.2, shall be entitled to appoint one (1) individual to serve as a Director, provided that such Director, to be qualified, shall be an employee of the Sponsor Member.

(c) A Director shall hold office until the earliest to occur of (i) the Member that appointed such Director ceases to be a Charter Member or a Sponsor Member, at which time the Director so appointed shall cease to be qualified as, and shall cease to be, a Director, (ii) the combination, by merger, acquisition or otherwise, of two (2) Members that are eligible to appoint Directors, at which time the Director appointed by the non-surviving Member (i.e., absorbed or merged company Member) shall cease to be qualified as, and shall cease to be, a Director, (iii) the death, resignation or removal of the Director or disqualification of a Director as provided in the last sentence of this Section 4.3(c), or (iv) the termination of the employment of such Director by the Member that appointed such Director at which time the Director so appointed shall cease to be qualified as, and shall cease to be, a Director, or (v) such Director notifies the President of his/her resignation in writing (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). If a Member that is entitled to appoint a Director advises the Corporation that such Member no longer desires such Director to continue to serve as a member of the Board of Directors, whether due to changes in the Director's employment arrangement or any other cause, such Director shall thereupon cease to be qualified as, and shall cease to be, a Director.

(d) Upon occurrence of an event in (c)(i) or (c)(ii) above, the number of Directors authorized under Section 4.2 above shall automatically be reduced by one (1). In all other instances, the affected Charter Member or Sponsor Member, as applicable, shall promptly appoint a successor Director. In the event that the Member fails to appoint a successor Director within sixty (60) days after the Director position becomes vacant, the number of Directors authorized under Section 4.2 above shall automatically be reduced by one (1) until the Member appoints the successor Director, at which point the number of authorized Directors under Section 4.2 shall automatically be restored.

### **Section 4.4 Regular Meetings**

The Board of Directors may schedule meetings to occur on a regular basis (each a "Regular Meeting"). Regular Meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A Regular Meeting of the

Board of Directors may be held without notice immediately before and/or after and at the same place as the annual meeting of Members.

#### **Section 4.5 Special Meetings**

Special meetings of the Board of Directors may be called by the President, Secretary, or on the written request of two (2) or more Directors, or by one (1) Director in the event that there is only one (1) Director in office. Ten (10) calendar days' notice to each Director, either personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to his or her business or home address, 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 of Directors need not specify the purposes of the meeting.

#### **Section 4.6 Quorum, Action at Meeting, Adjournments**

(a) At all meetings of the Board of Directors, more than seventy-five percent (75%) of the Directors then in office (but not less than one-third (1/3) of the whole Board) shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting, at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, in the Certificate of Incorporation, or in these Bylaws. As used in these Bylaws, (i) the term "whole Board" shall mean the total number of authorized directors, whether or not there exist any vacancies on the Board or unfilled newly-created directorships, and (ii) the term "Directors then in office" shall refer to those Directors who, as of any date of determination, have been duly elected as, and have not for any reason ceased to serve as, Directors of the Corporation.

(b) Affirmative vote of more than seventy-five percent (75%) of the participating Directors constituting a quorum (the "Super Majority Vote") shall be required with respect to the following matters:

- (i) Amending or repealing these Bylaws (including its Antitrust Guidelines), the Certificate of Incorporation, or the Intellectual Property Rights Policy, or Membership Agreement;
- (ii) Termination or suspension of Membership of any Member of AECC;
- (iii) Approving or recommending to the Members the dissolution, liquidation or winding up of AECC or a revocation of any such dissolution, liquidation or winding up; and
- (iv) Amending the number of Directors and the classes of Members.

(c) For purposes of any matter brought before a meeting of the Board of Directors, an abstention by a Director who is present at such meeting shall have the effect of a vote against such matter.

(d) If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

#### ***Section 4.7 Remote Meetings of the Board of Directors***

A meeting of the Board of Directors or a committee of the Board of Directors may be conducted in whole or in part using conference telephone, electronic video screen communication, or electronic transmission by and to AECC. Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting as long as all Directors participating in the meeting are able to hear one another. Participation in a meeting through use of electronic transmission by and to AECC, other than conference telephone and electronic video screen communication, constitutes presence in person at that meeting if both of the following apply:

- (1) Each Director participating in the meeting can communicate with all of the other Directors concurrently.
- (2) Each Director is provided the means of participating in all matters before the Board of Directors, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by AECC.

#### ***Section 4.8 Board of Directors' Action Without Meeting***

Any action that the Board of Directors or any committee thereof is required or permitted to take may be taken without prior notice and without a meeting if all members of the Board of Directors, or any committee thereof, as the case may be, consent in writing (or by electronic transmission) to the action, and such consent or consents (or electronic transmission(s)) are filed with the minutes of the proceedings of the Board of Directors or committee, as applicable.

## **ARTICLE V**

### **OFFICERS**

#### ***Section 5.1 Officers***

The officers of AECC shall be a President, a Treasurer and a Secretary, unless otherwise determined by the Board of Directors, as well as any other officers determined by the Board of Directors ("Officers"). The President shall preside over meetings of the Board of Directors. One person may hold two (2) or more offices unless the Certificate of Incorporation or these Bylaws otherwise provide. Each Officer shall be

an employee or officer of a Charter Member, Former Charter Member, or Sponsor Member.

### ***Section 5.2 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.

### ***Section 5.3 Election***

The Officers shall be elected by the Board of Directors by a Super Majority Vote.

### ***Section 5.4 Tenure***

Each Officer shall hold office for a term of one (1) year following the date of his or her appointment and until his or her successor is duly appointed and qualified, or until his or her earlier death, resignation or removal. Any Officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of AECC may be filled by the Board of Directors, at its discretion. Any Officer may resign by delivering his or her resignation to AECC 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 5.5 Insurance***

Except as may be otherwise provided under provisions of law, the Board of Directors, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Certificate of Incorporation, these Bylaws or provisions of law.

## **ARTICLE VI**

### **WORK GROUPS AND COMMITTEES**

#### ***Section 6.1 Formation of Work Groups***

Any Charter, Sponsor or Contributor Member may propose to the Board of Directors the establishment of one (1) or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group, a description of the goals and deliverables, and a proposed timeline. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, (ii) approve

or disapprove the charter of such Work Group and (iii) appoint the initial and any replacement chairperson of such Work Group from among the Charter, Sponsor, Contributor and Affiliate Members. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Charter Sponsor, Contributor and Affiliate Members as well as the then-current Work Group procedures that will govern the actions of such Work Group. Without limiting the powers of the Board of Directors as stated in these Bylaws, all output of Work Groups, including but not limited to Draft Deliverables, and modifications thereto, shall be subject to review and approval of the Board of Directors in accordance with the Intellectual Property Rights Policy prior to publication or disclosure by the Corporation.

### ***Section 6.2 Composition of Work Groups***

Subject to the approval of the Work Group chairperson, any Charter, Sponsor, Contributor or Affiliate Member may become a member in the Work Group.

### ***Section 6.3 Record of Activities of Work Groups***

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

### ***Section 6.4 Meetings of Work Groups***

Work Groups shall hold regular meetings on a schedule as determined by such Work Group in person or via the means of remote communications. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group procedures or specific Work Group procedures which have been approved by the Board of Directors.

### ***Section 6.5 Committees of the Board of Directors***

The Board of Directors may create one (1) or more committees (including an executive committee), each consisting of one (1) or more Directors to serve at the pleasure of the Board of Directors. Only Directors may serve on any such committee. Formation of such committees and appointments to the same shall be by an action adopted by majority vote of the Board of Directors at any meeting at which there is a quorum. Any such committee shall have the authority of the Board of Directors unless otherwise limited by the Board of Directors, or by the General Corporation Law.

### ***Section 6.6 Meetings and Actions of Committees of the Board of Directors***

Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken in accordance with, the provisions of the Bylaws concerning meetings and other actions of the Board of Directors except that the calling of the meetings may be determined by action of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules and procedures for any committee that are consistent with the Bylaws or, in the



absence of rules and procedures adopted by the Board of Directors, the committee may adopt such rules and procedures.

### ***Section 6.7 Advisory Committees***

The Board of Directors may by resolution constitute one (1) or more committees that do not exercise the authority of the Board of Directors and are referred to as “advisory committees”. Initial appointments to each advisory committee may be included in the resolution authorizing the creation of the committee or may be established through any other method designated by the Board of Directors and may include, or not include, any Directors. Subsequent changes in the advisory committee composition may occur by decision of the advisory committee, provided such changes are subject to approval of the Board of Directors. The duties and powers of each advisory committee shall at all times be exercised under the ultimate direction of the Board of Directors. The Board of Directors may at any time disband, rename or otherwise reconstitute such committee.

### ***Section 6.8 Meetings and Actions of Advisory Committees***

Unless otherwise established by the Board of Directors, advisory committees shall follow the same procedures as the Work Groups as set forth in Sections 6.2, 6.3 and 6.4 of this Article VI.

## **ARTICLE VII**

### **CONTRACTS AND FUNDS**

#### ***Section 7.1 Execution of Contracts***

The Board of Directors may authorize any Officer, employee or agent of AECC, in the name and on behalf of AECC, 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.

#### ***Section 7.2 Payment of Money and Notes***

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

#### ***Section 7.3 Deposits***

The funds of AECC unless otherwise employed shall be deposited from time to time to the order of AECC in such banks, trust companies, or other depositories, or shall be otherwise invested, as the Board of Directors may select or direct, or as may be

selected or directed by an Officer, employee or agent of AECC to whom such power may from time to time be specifically delegated by the Board of Directors.

## **ARTICLE VIII**

### **CONFIDENTIALITY**

#### ***Section 8.1 Definition***

“Confidential Information” means only the following: (i) Draft Deliverables (as defined in the Intellectual Property Rights Policy); (ii) meeting minutes of any Work Group and Board of Directors; (iii) non-technical information that is not a Contribution (as defined in the Intellectual Property Rights Policy) and that is developed by the Corporation or any Member for the purpose of promoting the Corporation or a Final or Draft Deliverable (as defined in the Intellectual Property Rights Policy and collectively referred to as “Deliverables”), such as the Corporation’s public relations or promotional materials, trade show, Member recruiting or Deliverable promotion plans, or drafts of any of the foregoing that is distributed by or to Members (via the Corporation’s information distribution infrastructure or otherwise) and identified or designated as confidential; (iv) all information, including but not limited to a Contribution (as defined in the Intellectual Property Rights Policy), disclosed by any Member directly for the purposes of the Corporation or the formation of the Corporation and identified or designated as confidential; (v) all confidential information disclosed and identified or designated as confidential by any Member marked as “Confidential” or a similar legend, if information is disclosed in writing (with email being an acceptable form of writing) or identified as confidential at the time of disclosure if information is disclosed orally or visually, and reduced to writing with an appropriate indication such as “Confidential” or a similar legend within thirty (30) days from the date of such disclosure; and (vi) all other information that is designated as Confidential Information by the Board of Directors that is distributed to the Members, the Corporation or a chairperson of a Work Group.

#### ***Section 8.2 Limitation on the Scope of Disclosed Information***

The Members acknowledge that they will not disclose or exchange Confidential Information as part of the Corporation’s activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed by a Member as part of participation in the Corporation’s activities shall be treated confidential if disclosed pursuant to the terms of this Section or as otherwise agreed to in a written agreement between the affected parties.

#### ***Section 8.3 Nondisclosure***

With respect to Confidential Information, AECC and each Member receiving such Confidential Information agrees, for a period of five (5) years from the initial date of receipt, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care,

and not to use, exploit or reproduce Confidential Information or the portion thereof for any purpose other than the purposes of AECC, without prior written consent of disclosing party. Any disclosure by a receiving party to its contractors and consultants shall be subject to an obligation of confidentiality at least as restrictive as those contained in this Section 8.3. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; or (6) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose, including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this provision of these Bylaws. Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Members or entering into Nondisclosure Agreements with other Members outside the scope of these Bylaws or the Intellectual Property Rights Policy and which do not violate antitrust laws or guidelines contemplated by these Bylaws. If the receiving party shall be required to disclose any Confidential Information pursuant to a valid order of a court or other government body or any political subdivision thereof, such receiving party shall give notice to the disclosing party and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

#### ***Section 8.4 Corporation Information***

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

**Section 8.5 Survival of Confidentiality Obligations**

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

**ARTICLE IX**

**GENERAL PROVISIONS**

**Section 9.1 Delivery of Notices**

Written notice may be given by electronic mail, telecopy, commercial delivery service, or similar means, addressed to such Director or Member at his, her or its address for such form of delivery as it appears on the records of AECC.

**Section 9.2 Fiscal Year**

The fiscal year of AECC shall be from January 1 to December 31 of every calendar year, and may be changed by resolution of the Board of Directors.

**Section 9.3 Reserves**

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

**Section 9.4 Books and Records**

AECC shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board of Directors, and a record of the Members giving their names and addresses and the class of Members to which such Member belongs.

**Section 9.5 Forum Selection**

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of the Corporation, (2) any action asserting a claim of breach of a fiduciary duty owed by any current or former Director, Officer, other employee or Member of the Corporation to the Corporation or the Members, (3) any action asserting a claim arising pursuant to any provision of the General Corporation Law, the Certificate of Incorporation or these Bylaws or as to which the General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) any action asserting a claim governed by the internal affairs doctrine. Any person or entity becoming a Member shall be deemed to have notice of and consented to the provisions of this Section 9.5.

**Section 9.6 Waiver of Warranties**

ALL DRAFT DELIVERABLES AND FINAL DELIVERABLES OF THE CORPORATION AND ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN AND ANY CONTRIBUTIONS TO FINAL DELIVERABLES MADE BY THE MEMBERS ARE PROVIDED “AS IS,” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**Section 9.7 Limitation of Liability**

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

**ARTICLE X**

**Indemnification and Advancement**

**Section 10.1 Right to Indemnification**

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a “Covered Person”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “proceeding”), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or Officer of the Corporation or, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.3, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

### ***Section 10.2 Prepayment of Expenses***

The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article X or otherwise.

### ***Section 10.3 Claims***

If a claim for indemnification (following the final disposition of such proceeding) or advancement of expenses under this Article X is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

### ***Section 10.4 Non-exclusivity***

The rights conferred on any Covered Person by this Article X shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of Members or disinterested Directors, insurance policy or otherwise.

### ***Section 10.5 Other Sources***

The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

### ***Section 10.6 Amendment or Repeal***

Any repeal or modification of the provisions of this Article X shall not adversely affect any right or protection hereunder of any Covered Person in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to the time of such repeal or modification.

### ***Section 10.7 Other Rights***

This Article X shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

## **Exhibit A**

### **Antitrust Guidelines**

AECC intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of Japan, the European Union and other countries (generally, "Antitrust Laws"). The Antitrust Laws are intended to preserve and promote a free, open and robust competitive process in the market. This competition enhances consumer welfare, increases efficiency and increases innovation to the benefit of consumers and companies alike.

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

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

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



- 5.** Each Member in AECC is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
- 6.** To the extent that AECC develops, administers or approves specifications, test procedures, or certification programs, a Member's decision to accept or comply to or participate therein shall be voluntary on the part of Members, and shall in no way be compelled or coerced by AECC. Adherence to Final Deliverables (as defined in the Intellectual Property Rights Policy) shall be voluntary on the part of the Members of AECC. These guidelines shall not, however, prevent AECC from adopting testing and certification programs and/or mandatory product compliance and robustness regimes for companies choosing to implement the specifications as well as logo and trademark usage requirements tied to adherence with AECC's specifications, test procedures or certifications programs.
- 7.** Final Deliverables which may be developed, administered, approved, or adopted by AECC, shall be based upon appropriate technical, business and consumer considerations, and shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.
- 8.** AECC may condition use of its trademark(s), service mark(s), collective mark(s) and certification mark(s) and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the antitrust laws. Such terms and conditions may include a requirement of adherence with AECC's Final Deliverables, test procedures or certifications programs. AECC also reserves the right to take appropriate action against any person or entity which engages in false or misleading advertising regarding the use of or compliance with Final Deliverables, or test procedures of AECC or with AECC's certification program.
- 9.** During the course of the activities of or sponsored by AECC, the Members should refrain from disclosing information to any other Member that is not reasonably related to the legitimate purposes of such activities.
- 10.** Nothing in AECC's Bylaws, Intellectual Property Rights Policy or other document or policy shall be construed as restricting the right of any Member of AECC to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by the Members or AECC.
- 11.** To the extent that it furthers the purposes of AECC, as set forth in its corporate documents, joint research and development by two or more of its Members and/or representatives thereof shall be permissible, provided that such joint research and development for AECC shall be organized and conducted in a manner consistent with antitrust and other legal requirements, and in particular shall exclude the following activities:

a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;

b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of AECC of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and

c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of AECC in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of AECC, or representative thereof, or of the results of such joint research and development.

**12.** AECC and each Member, in connection with the activities of AECC, shall comply in all respects with the Antitrust Laws.

**13.** These guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these guidelines and the Antitrust Laws, the Antitrust Laws shall control.

**14.** The Members and their legal counsel are encouraged to familiarize themselves with the Federal Trade Commission U.S. Department of Justice “Antitrust Guidelines for Collaborations Among Competitors” available at [https://www.ftc.gov/sites/default/files/documents/public\\_events/joint-venture-hearings-antitrust-guidelines-collaboration-among-competitors/ftcdojguidelines-2.pdf](https://www.ftc.gov/sites/default/files/documents/public_events/joint-venture-hearings-antitrust-guidelines-collaboration-among-competitors/ftcdojguidelines-2.pdf) that summarize U.S. antitrust policy in this area.

**15.** These guidelines shall be promulgated to all Members in AECC. All Members shall abide by these guidelines.

**AECC Bylaws Amended and Restated: October \_\_, 2022**