IMS FORUM

CORPORATE BYLAWS

IMS FORUM
CORPORATE BYLAWS

TABLE OF CONTENTS

		PAGE
ARTICLE 1	**GENERAL**	1
1.1	Corporate Name	1
1.2	Principal Place of Business	1
1.3	Corporate Purposes and Activities	1
1.4	Nonprofit Organization	2
1.5	Duration	2
1.6	Dissolution	2
1.7	Defined Terms	2
ARTICLE 2	**MEMBERSHIP**	3
2.1	Membership	3
2.1.1	Member Classes	3
2.1.2	Member Dues	3
2.1.3	Member Terms	4
2.1.4	Annual Meeting	4
2.1.5	Special Meetings	4
2.1.6	Place of Meeting	4
2.1.7	Notice of Meetings	4
2.1.8	Informal Action by Members	4
2.1.9	Quorum	5
2.1.10	Proxies and Ballots	5
2.1.11	Voting; Voting Representative	5
2.1.12	Meetings by Telecommunications	5
2.1.13	Voting Procedures	6
ARTICLE 3	**BOARD OF DIRECTORS**	6
3.1	Board of Directors	6
3.1.1	Number and Composition	6
3.1.2	Nomination, Election and Terms	6
3.1.3	Terminations, Resignations and Vacancies of a Director	7
3.1.3.1	General	7
3.1.3.2	Replacement Directors	7
3.1.4	Responsibilities	7
3.2	Regular Meetings	8
3.3	Special Meetings	8
3.4	Notice	8

PAGE

3.5 Quorum 8
3.6 Manner of Acting 8
3.7 Informal Action 9
3.8 Meeting by Telecommunication 9
3.9 Compensation 9

ARTICLE 4 OFFICERS AND EXECUTIVE DIRECTOR 9
4.1 Officers 9
4.2 Election and Term of Office 9
4.3 Resignation and Removal of Officers 9
4.4 Vacancies 9
4.5 Chairperson/President 10
4.6 Vice-Chairperson 10
4.7 Vice Presidents 10
4.8 Secretary 10
4.9 Treasurer 10
4.10 Assistant Secretary 10
4.11 Executive Director 11

ARTICLE 5 TECHNICAL ADVISORY COUNCIL 11
5.1 General 11
5.2 TAC Directors 12
5.2.1 TAC Directors; General 12
5.2.2 Chairperson/Vice-Chairperson 12
5.2.3 Election of TAC Directors 12
5.2.4 Terminations, Resignations and Vacancies of TAC Director and/or a TAC Chairperson 12
5.2.4.1 General 12
5.2.4.2 Replacement TAC Director and/or TAC Chairperson 13
5.2.5 Compensation 13
5.3 Meetings and Actions of the TAC 13
5.3.1 General 13
5.3.2 Notice 13
5.3.3 Quorum 14
5.3.4 Voting by TAC Directors 14
5.4 Working Groups 14
5.5 Visiting Engineers 14

ARTICLE 6 REVIEW PROCESS, PROCEDURE, DISTRIBUTION 15

6.1 Interface Proposal Process 15
6.2 New Interface Criteria 16
6.3 Software Distribution and Co-Development 16

PAGE

ARTICLE 7 IPR POLICY 16

7.1 General 16
7.2 Modifications to the IPR Policy 17

ARTICLE 8 FISCAL MATTERS 17

8.1 Fiscal Year 17
8.2 Contracts 17
8.3 Loans 17
8.4 Checks and Drafts 18
8.5 Deposits 18
8.6 Books, Records and Accounts 18

ARTICLE 9 INDEMNIFICATION 18

ARTICLE 10 SEVERABILITY 19

ARTICLE 11 NOTICE 19

ARTICLE 12 AMENDMENTS 19

IMS FORUM

CORPORATE BYLAWS

ARTICLE 1
GENERAL

Section 1.1 Corporate Name
The name of the corporation shall be "IMS Forum" ("***Association***"). The Board of Directors may adopt guidelines regarding the use of the Association's name by Members.

Section 1.2 Principal Place of Business
The Association shall have and continuously maintain a principal place of business in California and may have other offices within or without the State of California as the Board of Directors may from time-to-time determine.

Section 1.3 Corporate Purposes and Activities
The purposes of the Association are to operate exclusively for the purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "***Code***"), and is organized to improve existing and new products within the communications industry by promoting interoperable internet protocol-based, real-time interactive communications and related applications. By promoting interoperability, the Association intends to endorse and create technical standards that encourage rapid advancement of application development by the emerging internet protocol-based communications industry. In order to accomplish these purposes, the Association will engage in the following types of activities:

(a) Endorse and support Approved Interface Specifications;

(b) Sponsor, conduct and participate in software developer conferences and seminars;

(c) Engage in distributing software that implements or promotes the use of Approved Interface Specifications;

(d) Develop and participate in developing sample implementations involving Approved Interface Specifications;

(e) Create and/or facilitate the development of an open architecture testing environment;

(f) Sponsor, conduct and participate in interoperability events;

(g) Provide information to Members and the industry by maintaining a web site, publishing newsletters and issuing press releases;

(h) Collaborate with other organizations in developing and promoting Approved Interface Specifications and other open architecture and open source standards related to Approved Interface Specifications; and

(i) Such other activities as may be approved by the Board of Directors.

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

Section 1.4 Nonprofit Organization

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

Section 1.5 Duration

The duration of the Association shall be perpetual unless terminated by a majority vote of the Members.

Section 1.6 Dissolution

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

Section 1.7 Defined Terms

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

ARTICLE 2
MEMBERSHIP

Section 2.1 Membership

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

2.1.1 Member Classes

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

2.1.2 Member Dues

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

2.1.3 Member Terms

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

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

2.1.4 Annual Meeting

The annual meeting of the Members shall be held at the time, date and place established by the Board of Directors for the purpose of electing the representatives to the Board of Directors and TAC and for the transaction of such other business as may come before the meeting.

2.1.5 Special Meetings

Special meetings of the Members may be called by the Chairperson/President, the Board of Directors or not less than five (5) of the Members having voting rights, for the purpose or purposes stated in the call of the special meeting.

2.1.6 Place of Meeting

The Board of Directors shall designate any place as the place of meeting for any meeting of the Members.

2.1.7 Notice of Meetings

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

2.1.8 Informal Action by Members

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

by the Association; give notice of such action to all Members who were entitled to vote upon the action.

2.1.9 Quorum

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

2.1.10 Proxies and Ballots

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

2.1.11 Voting; Voting Representative

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

2.1.12 Meetings by Telecommunications

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

2.1.13 Voting Procedures

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

ARTICLE 3
BOARD OF DIRECTORS

Section 3.1 Board of Directors

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

3.1.1 Number and Composition

The number of Directors shall be thirteen (13) or such other number as may be established by the Board of Directors. Board Members must be employees or duly authorized representatives of a Member. The Board of Directors shall be comprised of seventy-five percent (75%) individuals representing Full Members with annual revenues of at least $50 Million, and twenty-five percent (25%) representing Full Members with annual revenues of less than $50 Million and Affiliate Members, or such numbers of Directors as may approximate the above percentages as determined by the Board of Directors (or such approximate number to one-third (1/3) in the event the number of Directors is not divisible by 3).

3.1.2 Nomination, Election and Terms

Each Member shall be entitled to nominate one (1) employee or duly authorized representative of the Member to the Board of Directors. Members shall elect new representatives to the Board of Directors at the annual meeting of the Members. The terms of the Directors shall be three (3) years and shall be staggered, such that only one-third (1/3) of the Directors shall be elected at each annual meeting of the Members. Board terms existing as of July 2001 that do not fall into the staggered schedule shall be extended until such terms can be synchronized with the staggered schedule. Directors shall serve a maximum of three (3) consecutive terms.

3.1.3 Terminations, Resignations and Vacancies of a Director

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

(a) Upon termination of such Director's employment with or authority to represent the Member of which he/she was an employee or authorized representative at the time elected as a Director; and/or

(b) Upon resolution by the Board of Directors terminating a Director for three (3) or more unexcused absences from the Board of Directors' meetings.

3.1.3.2 Replacement Directors. Upon termination of an individual's status as a Director or if there is otherwise a vacancy on the Board of Directors, the affected Member shall have sixty (60) calendar days from the date of the vacancy to appoint a replacement Director to the Board of Directors for the remaining term. If the Member fails or refuses to make an appointment within the sixty (60) calendar day period, the Board of Directors may fill the vacancy for the remaining term. Any vacancies created by a failure of a Member to renew its membership may be filled by the Board of Directors.

3.1.4 Responsibilities

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

(a) Elect and remove the Chairperson/President;

(b) Retain an Executive Director;

(c) Retain a Community Developer;

(d) Approve Proposed Interface Specifications and other submissions made by the TAC;

(e) Approve the annual fiscal budget and establish the Full Member and Affiliate Member dues, including a tiered dues structure;

(f) Approve expenditures greater than $10,000, or such other amount as may be determined by Board resolution;

(g) Approve press releases;

(h) Approve all affiliation and/or collaboration announcements with other organizations;

(i) Approve all contracts to be entered into by the Association;

(j) Select legal counsel;

(k) Select an accounting firm;

(l) Approve all mergers, acquisitions, consolidations, joint ventures, restructurings, reorganizations and similar corporate acts; and

(m) Such other authorities and powers as may be provided by the Members or law.

Section 3.2 Regular Meetings
The schedule for, and the time and place of, regular meetings of the Board of Directors shall be established by the Board of Directors.

Section 3.3 Special Meetings
Special meetings of the Board of Directors may be called by or at the request of the Chairperson/President or by at least one-third (1/3) of the Directors then in office.

Section 3.4 Notice
Notice of any annual, regular or special meeting shall be given to each Director at least seven (7) calendar days before the day on which the meeting is to be held. Notice may be waived in writing by any Director either before or after the meeting. Attendance at any meeting by a Director shall be deemed to be a waiver of notice unless the Director attends to object to the transaction of business because the meeting is not lawfully convened.

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

Section 3.5 Quorum
A majority of the total number of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, that if less than a majority of the Directors are present, those Directors present may adjourn the meeting from time to time without further notice. Provided a quorum is established at the announcement of a Board meeting, the subsequent non-participation of a Board Member shall not affect the ability of the Board to continue to transact business and the quorum shall be deemed to continue.

Section 3.6 Manner of Acting
The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except where otherwise provided by law, the Articles of Incorporation or these Corporate Bylaws. Directors may vote by proxy in accordance with applicable law, provided that no proxy shall exceed authorization for voting beyond one Board of Director meeting.

Section 3.7 Informal Action
Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority (or such greater amount as may be required) of the Directors then in office.

Section 3.8 Meeting by Telecommunications
Directors may participate in and act at any meeting of the Board of Directors through the use of a conference telephone, video conferencing system or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meetings shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 3.9 Compensation
Directors shall not receive compensation for their services as such, but may, upon approval by the Board of Directors, be reimbursed for *bona fide* expenses incurred arising out of conducting business on behalf of the Association. Nothing herein shall prohibit payment of compensation to an individual serving as a Director who renders services to the Association in another capacity.

ARTICLE 4
OFFICERS AND EXECUTIVE DIRECTOR

Section 4.1 Officers
The officers of the Association shall be a Chairperson/President, Vice-Chairperson, one or more Vice-Presidents, a Secretary, a Treasurer and such other officers as may be elected by the Board of Directors. The Chairperson/President, Vice-Chairperson and Vice-President(s) shall be selected from the Board of Directors; the Secretary and Treasurer may be selected but shall not be required to be from the Board of Directors.

Section 4.2 Election and Term of Office
Officers shall be appointed by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office for a term of one (1) year, unless he or she shall sooner resigns or is removed.

Section 4.3 Resignation and Removal of Officers
Any officer may resign at any time by giving written notice to the Chairperson/President or Secretary of the Association. Such resignation shall take effect at the time specified therein. Any officer may be removed by the Board of Directors at any time, with or without cause, by majority vote.

Section 4.4 Vacancies
A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.5 Chairperson/President
The Chairperson/President shall act as the chief spokesperson for the Association, shall preside at all meetings of the Members and Board of Directors and shall be the Chairperson of an executive committee, if created. The Chairperson/President may sign and execute on behalf of the Association any corporate documents, records and instruments authorized by the Board of Directors. The Chairperson/President shall perform such other duties as may be delegated by the Board of Directors from time-to-time.

Section 4.6 Vice-Chairperson
The Vice-Chairperson shall, in the absence or disability of the Chairperson/President, preside at all meetings of the Members and the Board of Directors and shall otherwise assume the duties and responsibilities of the Chairperson/President. The Vice-Chairperson shall perform such other duties as may be delegated by the Chairperson/President or the Board of Directors from time-to-time.

Section 4.7 Vice-Presidents
The Vice-President(s) shall perform such duties as the Board of Directors or the Chairperson/President may from time-to-time determine. The Vice-President (if more than one Vice-President is appointed, then the Vice President designated by the Board of Directors) may serve in the absence or disability of the Chairperson/President and Vice-Chairperson, and in such instances may assume and exercise the authority herein above granted and assigned to the Chairperson/President.

Section 4.8 Secretary
The Secretary shall act as secretary of the Association, the Board of Directors and the Members; shall send appropriate notices or prepare waivers of notice regarding Board of Directors' and Member meetings; shall prepare agenda and other materials for all meetings of the Members and Board of Directors; shall act as official custodian of all records and reports of the Association; shall be responsible for the keeping of records of all meetings of the Members and Board of Directors; and shall perform all duties incident to the office of secretary and such other duties as may be assigned by the Chairperson/President or by the Board of Directors.

Section 4.9 Treasurer
The Treasurer shall have custody and control of all funds of the Association; shall ensure that a true and accurate accounting of the financial transactions of the Association is made periodically and that reports of such transactions are presented to the Board of Directors; shall assure that all accounts payable are presented in the manner as the Board of Directors may direct for authorization of payment; and shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Chairperson/President or by the Board of Directors.

Section 4.10 Assistant Secretary
An Assistant Secretary, if elected by the Board of Directors, shall perform such duties as the Board of Directors or the Secretary shall assign. In the absence of the Secretary, the Assistant Secretary shall perform the duties of the Secretary.

Section 4.11 Executive Director
The Executive Director will act as chief administrator for the day-to-day business of the Association. The Executive Director shall be appointed by the Board of Directors under such terms as approved by the Board of Directors and shall be responsible, subject to the Board of Directors' authorization and oversight, for the following:

(a) Membership solicitation and determining appropriate Member dues to be paid by an applicant;

(b) Finance and administration;

(c) Distribution of Proposed Interface Specifications and Approved Interface Specifications;

(d) Assisting in administering the meetings of the Members, the Board of Directors and TAC Directors;

(e) Preparing meeting minutes in written and/or electronic form for Member, Board of Directors, TAC and Working Group meetings;

(f) Web site administration;

(g) Outsourcing services including, but not limited to, marketing functions;

(h) Maintenance of Association records;

(i) Distribution of software specifications;

(j) Administration of a test network;

(k) Execute, on behalf of the Association, contracts and/or agreements approved by the Board of Directors; and

(l) Such other responsibilities as may be prescribed by the Board of Directors from time to time.

The Executive Director may be retained through an outsource arrangement with a qualified firm. The Executive Director shall not be an officer of the Association.

ARTICLE 5
TECHNICAL ADVISORY COUNCIL

Section 5.1 General
The Members shall elect a Technical Advisory Council **("*TAC*")** that will function as chief architects for all Approved Interface Specifications. The TAC shall report directly to the Board

of Directors. TAC responsibilities will include: (a) propose, evaluate and develop technical specifications to promote Association objectives; (b) review and recommend Proposed Interface Specifications pursuant to its standards review process as set forth in these Corporate Bylaws; and (c) such other responsibilities or duties as may be established by the Board of Directors, the Chairperson/President of the Association or the TAC Chairperson. The TAC may be restructured and/or terminated by resolution of the Board of Directors, and any such changes required to this **Article 5** shall require only a vote of the Board of Directors.

Section 5.2 TAC Directors

5.2.1 TAC Directors; General

The TAC shall be comprised of twelve (12) directors, or such other number as may be established by the Board of Directors **("*TAC Directors*")**. TAC Directors must be employees or duly authorized representatives of a Member. A Member shall only be allowed to have one (1) employee or duly authorized representative serve as a TAC Director at any one time.

5.2.2 Chairperson/Vice-Chairperson

The TAC shall elect a Chairperson and may elect a Vice Chairperson, and the term(s) of the TAC Chairperson and the TAC Vice-Chairperson, if any, shall each be for one (1) year. If the TAC fails to elect a TAC Chairperson within sixty (60) calendar days of the date of expiration of the previous TAC Chairperson's term, then the Board of Directors may appoint an employee or authorized representative of any Member to fill the vacancy for that term. The TAC Chairperson must at all times be a TAC Director. The TAC Chairperson will preside at the meetings of the TAC and perform such other duties as may be delegated by the Board of Directors or the Chairperson/President of the Association. The TAC Vice-Chairperson, if one is so elected, shall, in the temporary absence or disability of the TAC Chairperson, assume the duties of the TAC Chairperson. An individual's position as the TAC Chairperson shall automatically terminate upon termination or expiration of such individual's term as a TAC Director and a replacement TAC Chairperson shall be appointed pursuant to **Section 5.2.4.2.**

5.2.3 Election of TAC Directors

The terms of TAC Directors shall be two (2) years and shall be staggered, such that fifty percent (50%) of the TAC Directors shall be elected at each annual meeting of the Members.

5.2.4 Terminations, Resignations and Vacancies of TAC Director and/or a TAC Chairperson.

5.2.4.1 General

The following events shall result in termination of an individual's status as a TAC Director and/or TAC Chairperson:

(a) By resolution of the Board of Directors if the Board determines, in its sole discretion, that: (i) an individual is not

properly discharging his or her duties as a TAC Director or the TAC Chairperson; or (ii) if the TAC Director and/or TAC Chairperson has three (3) unexcused absences from TAC meetings in any given twelve (12)-month period or two (2) consecutive unexcused absences from TAC meetings; and/or

(b) Upon termination of such TAC Director's employment with or authority to represent the Member of which he/she was an employee or authorized representative at the time elected as a TAC Director

5.2.4.2 Replacement TAC Director and/or TAC Chairperson
Upon termination of an individual's status as a TAC Director and/or TAC Chairperson or if there is otherwise a vacancy in the TAC Directors and/or the TAC Chairperson prior to the expiration of the applicable term, the Board of Directors shall have the authority to appoint an employee or authorized representative of any Member to fill the vacancy for the unexpired term.

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

Section 5.3 Meetings and Actions of the TAC

5.3.1 General
The schedule for, and the time and place of, regular and special meetings of the TAC shall be established or called by the TAC Chairperson. The TAC shall meet as frequently as required or necessary. All meetings of the TAC shall include the TAC Chairperson and/or TAC Vice-Chairperson and, as appropriate, the chairperson(s) of all applicable Working Groups. Any Director or other representative of the Board of Directors and/or the Chairperson/President of the Association may also participate in meetings of the TAC and/or the Working Groups.

5.3.2 Notice
Notice of any regular or special meeting of the TAC shall be given to each TAC Director at least seven (7) calendar days before the day on which the meeting is to be held. Notice may be waived in writing by any TAC Director either before or after the meeting. Attendance at any meeting by a TAC Director shall be deemed to be a waiver of notice unless the TAC Director attends to object to the transaction of business because the meeting is not convened in accordance with these Corporate Bylaws. Neither the business to be transacted at, nor the purpose of, any regular meeting of the TAC need be

specified in the notice or waiver of notice of such meeting; however, the purpose of any special meeting of the TAC shall be so specified in the notice or waiver of notice.

5.3.3 Quorum

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

5.3.4 Voting by TAC Directors

Each TAC Director shall have one (1) vote in all TAC matters, and a majority vote of the TAC Directors present at a meeting of the TAC at which a quorum is present shall constitute approval by the meeting of the TAC. Each TAC Director shall be required to vote on each proposal brought before the TAC within the time frames established for acting on the proposal. Failure to act within the prescribed time frame shall be counted as an abstention. Any action required to be taken at a meeting of the TAC may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority (or such greater amount as may be required) of the TAC Directors. Voting may be accomplished by e-mail, telecopy or other means of communication, and each TAC Director may vote by proxy or appoint a designee to vote on his or her behalf in accordance with applicable law, provided that no proxy shall exceed authorization for voting beyond one meeting of the TAC. The TAC shall be entitled to rely on the representation made by a designee or a proxy and shall not be required to make further inquiry as to the proper authorization of the designee or proxy.

Section 5.4 Working Groups

Working Groups may be formed, restructured and/or terminated by resolution of the Board of Directors for the purpose of, among other things, analyzing and writing Proposed Interface Specifications. The TAC Chairperson and/or the TAC may from time to time make recommendations to the Board of Directors with respect to the formation, restructure and/or termination of a Working Group. The TAC Chairperson, after consultation with the Board of Directors, shall appoint a TAC Director to serve as a chairperson and shall appoint other individuals as co-chairpersons for each Working Group. Chairpersons of each Working Group shall attend all meetings of the Working Group. An unexcused absence of a TAC Director, who is a chairperson of the Working Group, from the respective Working Group meetings shall be deemed to constitute an unexcused absence of a TAC meeting for purposes of **Section 5.2.4**. Members may appoint any number of its employees or duly authorized representatives to a Working Group. Appointees to a Working Group may include non-employee Member individuals.

Section 5.5 Visiting Engineers

Member organizations may volunteer to contribute staff on short-term assignment to the Association for specific implementation efforts sponsored by the Association. If the Association

has the resources to accept such staff, the TAC may appoint any such staff as unsalaried Visiting Engineers. For the portion of their time assigned to Association activities, Visiting Engineers shall be subject to the technical direction of the TAC.

ARTICLE 6
REVIEW PROCESS, PROCEDURE, DISTRIBUTION

Section 6.1 Interface Proposal Process

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

(a) The sponsoring Member shall present the Proposed Interface Specification to the TAC for formal consideration as a new work item. The sponsoring Member will designate an individual who will act as an architect for the Proposed Interface Specification. The TAC shall hold a one (1) month trial review to determine if the Association should create a Working Group to actively edit and improve the Proposed Interface Specification.

(b) At the end of the one month review, the TAC shall vote on whether to create a Working Group. If created, the TAC shall provide the Working Group with a defined set of deliverables. The Working Group chairperson shall create a schedule for achieving the deliverables; manage the Working Group through delivery of such deliverables; and call Working Group meetings from time-to-time in accordance with rules to be established by the Working Group chairperson.

(c) Upon receiving deliverables from the Working Group, the TAC shall review the deliverables and vote on whether to submit the Proposed Interface Specification to the Members for review and comment and the Board of Directors for approval. If the Proposed Interface Specification is not approved by the Board of Directors, the TAC may elect to disband the Working Group, or may ask the Working Group to continue working on an improved version of the Proposed Interface Specification.

(d) Upon approval by the Board of Directors, the Proposed Interface Specification shall be submitted to the Members for approval, and a vote of the Members will be set for no less than one (1) month fol23 lowing the announcement of the vote. The Proposed Interface Specification must receive a twenty-five percent (25%) vote of the Members in order to be approved by the Association and become an Approved Interface

Specification. In the event fewer than twenty five percent (25%) of the Members vote for the Proposed Interface Specifications within the time prescribed for Member action (minimum thirty (30) days), the Board of Directors may provide final approval of the Proposed Interface Specifications upon a two-thirds (2/3) vote of the total number of Directors.

Section 6.2 New Interface Criteria

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

(a) The Proposed Interface Specification should be free from known errors.

(b) The Proposed Interface Specification shall be open, such that any organization or individual may implement the Proposed Interface Specification, preferably on a Royalty Free License basis, to allow uninhibited and widespread implementation among the largest development community possible.

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

(d) The Proposed Interface Specification must add additional value above and beyond Approved Interface Specifications.

(e) Best-of-breed techniques and technologies should be encouraged in the areas of privacy, authentication, accounting, call control, media control, billing and electronic commerce, policy enforcement, bandwidth reservation, quality of service, directory access, and any such new category that is deemed relevant to the Association's goals.

Section 6.3 Software Distribution and Co-Development

Software distribution and co-development guidelines will be developed by the TAC and submitted to the Board of Directors for approval.

ARTICLE 7
IPR POLICY

Section 7.1 General

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

Section 7.2 Modifications to the IPR Policy
The IPR Policy may be modified from time to time in accordance with the procedures below:

(a) The Board of Directors may modify the IPR Policy if such modifications do not adversely affect a Member's rights and protections under the current IPR Policy, provided that:

(i) prior to adoption of such modifications by the Board of Directors, Members are provided with a thirty (30) calendar day review and comment period with respect to the propose modifications;

(ii) each Member shall have the right to withdraw from the Association pursuant to the terms and conditions of the IMS Forum Member Participation Agreement within thirty (30) calendar days after approval of the modifications by the Board of Directors; and

(iii) the Members shall be provided written notice (by e-mail or otherwise) of the foregoing time periods and their ability to withdraw.

(b) If any proposed modifications adversely affect a Member's rights or protections, such proposed modifications shall be submitted to the Members for vote, and a majority of the Members must approve the modifications to become effective. Each Member shall have the option to apply the amended IPR Policy prospectively in lieu of the previous IPR Policy, from the date the amended IPR Policy is approved pursuant to this **Article 7**.

ARTICLE 8
FISCAL MATTERS

Section 8.1 Fiscal Year
The fiscal year of the Association shall begin on the first day of January of each year and end on the last day of December.

Section 8.2 Contracts
The Board of Directors may authorize any officer or his or her designee to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

Section 8.3 Loans
No loans or borrowings shall be contracted for or on behalf of the Association unless authorized by a resolution of the Board of Directors. No loans shall be granted to any Member, officer, Director or TAC Director of the Association.

Section 8.4 Checks and Drafts
All checks, drafts, or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Association or to the Association, shall be signed and endorsed by such officer or officers of the Association and in such manner as shall from time-to-time be determined by resolution of the Board of Directors.

Section 8.5 Deposits
All funds of the Association, not otherwise employed, shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 8.6 Books, Records and Accounts
The Association shall keep or cause to be kept correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors, the TAC Directors and Working Groups. In addition, the Association shall annually cause a certified audit of its accounts to be made and shall cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf.

ARTICLE 9
INDEMNIFICATION

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

To the extent permitted by law, the Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, TAC Director, officer, employee or Visiting Engineer of the Association, or is or was a member of a Working Group, committee or subcommittee, or is or

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

ARTICLE 10
SEVERABILITY

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

ARTICLE 11
NOTICE

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

ARTICLE 12
AMENDMENTS

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

Adopted: June 23, 1999
First Amendment: July 17, 2001
Second Amendment: October 25, 2002
Corporate Name Revised: March 31, 2003 (Conforming Changes)
Corporate Name Revised: February 22, 2006 (Conforming Changes)