

THE MOBILE INDUSTRY PROCESSOR INTERFACE ALLIANCE BYLAWS

[As Amended, Effective 16 June 2009]

ARTICLE I GENERAL AND DEFINITIONS

Section 1. Name. The name of the organization is MIPI Alliance, Inc. (hereinafter referred to as the “Corporation” or “MIPI”).

Section 2. Offices. The Corporation may have offices at such places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board may, from time to time, designate.

Section 3. Registered Agent and Address. The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of the registered agent is The Corporation Trust Company.

Section 4. Definitions.

“Adopter(s)” means an entity that has executed a copy of a Membership Agreement with MIPI, indicating that it is joining as an Adopter, and delivered it to the Secretary.

“Adoption Meeting” means the meeting at which the Board votes on the adoption of the particular Draft Material.

“Affiliate,” means any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with, such Member hereto, for so long as such ownership exists. For the purposes of the foregoing, “own,” “owned,” or “ownership” shall mean ownership of more than fifty (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body of an entity that is directly or indirectly controlled by, under common control with or that controls the subject party.

“Board” means the Board of Directors of MIPI.

“Chairman” shall have the meaning assigned to such term in ARTICLE VI, Section 5 hereof.

“Compliant Portions” means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with the relevant portions of the MIPI Specification, (ii) are qualified pursuant to the MIPI Qualification Process (if available), (iii) meet the requirements set forth in any compliance requirements set forth by the Corporation, applied to all Members on a nondiscriminatory basis, and (iv) are within the bounds of the Scope of IPR (defined in the Membership Agreement).

“Contributor(s)” means an entity that has executed a copy of a Membership Agreement with MIPI, indicating that it is joining as a Contributor, delivered it to the Secretary, and has been approved for such standing by the Board.

“Corrections” means any correction to any MIPI Specification made for the sole purpose of rectifying typographical or spelling errors or other errors of a minor nature but not for the addition or removal of new or different features.

“Draft MIPI Specification” means all versions of a document developed by a Working Group which are made available for review as provided in Article X (a) or (b) of these bylaws.

“Dues Delinquent” shall have the meaning assigned to such term in ARTICLE IV, Section 3(c) hereof.

“Dues Notice” shall have the meaning assigned to such term in ARTICLE IV, Section 3(b) hereof.

“Founders” originally meant each of ARM Ltd., Nokia Corporation, STMicroelectronics N.V., and Texas Instruments Incorporated. ARM Ltd. subsequently resigned as a Founder and the term Founders on the Effective date above stated means the remaining original Founders and any other parties heretofore or hereafter added as Founders pursuant to ARTICLE IV, Section 1(d)(i).

“IPR” means patents (including petit patents and utility models), design patents, and designs (whether or not capable of registration), chip topography rights, mask works, and other like protection, copyright, trademark, service mark, trade dress, and any other form of statutory or common law intellectual property protection of any kind; and applications for any of the foregoing including without limitation reissues, divisions, or other continuations thereof, where applicable.

“Meeting” means both face-to-face meetings and telephone or videoconferences or such other responsible electronic means approved in advance by the Board (in the case of Board Meetings or Member Meetings) or the Working Group (in the case of Working Group meetings).

“Member(s)” means the Founders, Promoters, Contributors, and Adopters.

“Membership Agreement” means the standard agreement entered into by MIPI and each Member individually setting forth, along with these Bylaws, the Member’s rights and obligations in connection with MIPI.

“MIPI Specification” means any Draft MIPI Specification finally adopted in accordance with Article X of these Bylaws, including specifications developed by the relevant Working Group(s) in accordance with directives provided by the Board, or any Corrections made to such Specification.

“Posted” or “Posting” means the process of communicating or distributing written material or specifications to the Members. The primary means of Posting is by making the document or information available to Members via the Corporation’s website.

“Preferential Obligation to Support MIPI” means (i) a public announcement within ninety (90) days of becoming a Member, stating that the Member has joined the Corporation, and (ii) a Member’s good faith intent to develop and deliver production quantities of MIPI Specification compatible product within a reasonable time after becoming a Contributor, Promoter or Founder, whichever is first. However, such preferential obligation is always subject to applicable antitrust and/or competition laws.

“Promoter(s)” means any Contributor that has been nominated by the Board to become a Promoter, expressed a desire to become a Promoter with the subsequent responsibilities, and has finally been approved by the Board.

“Scope of the Organization” means defining, developing and promoting specifications to promote faster and broader adoption of multimedia enhanced mobile devices.

“Specification” by itself means any MIPI Specification, Draft Specification, or Voting Draft.

“Software APIs” means the Kernel Support application programming interface (API), the driver API and other multimedia and security APIs that are necessary to operate the MIPI Specification.

“Unanimous” means that the votes or written consents of all members of the relevant body or group are, with not more than one exception, affirmative. Notwithstanding the foregoing, the lower-case use of “unanimous”, when used with the terms “entire” or “all”, shall mean 100% affirmative votes or written consents of the entire relevant body or group.

“Voting Draft” means a version of the Draft MIPI Specification that is intended for finalization through vote to become a MIPI Specification.

“Working Groups” means the body of individuals given the task of meeting the criteria assigned that particular Working Group by the MIPI Board.

“Working Group Chairperson” means the individual serving as the leader of a given Working Group and is responsible for presenting such part of a Voting Draft that such Working Group was responsible for, to the Board for vote.

ARTICLE II PURPOSE

Section 1. General. The Corporation is a trade and technical association of developers and users of MIPI-compliant interfaces. The Corporation shall promote and represent the common business interests of and improve the business conditions among, businesses in or interested in the multi-media enhanced mobile device industry and shall, in pursuit of this purpose, promote faster and broader adoption of multi-media enhanced mobile devices by defining, developing, and promoting the MIPI Specifications that can be widely adopted in order to enhance the demand for products that comply with the MIPI Specifications. The Corporation seeks to obtain a representative number of companies from diverse industries, including the hardware, software, mobile terminal and semiconductor industries. The Board will determine membership based on such diversity of industries as well as antitrust guidelines, market presence and potential IPR contributions of the companies requesting membership.

Section 2. MIPI Qualification Program. The Corporation may, if it so chooses, be responsible for finalizing and overseeing a framework to establish qualification rules and procedures for the implementation of an MIPI qualification process by which the Member of the Corporation must demonstrate the compliance of their products with the MIPI Specifications adopted or administered by the Corporation in order to benefit from the IPR rights accruing to Members. The Corporation may own and license certain qualified testing materials.

ARTICLE III TAX EXEMPT STATUS

The Board intends to seek exemption from federal taxation for the Corporation 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, such exemption is denied or lost, the Corporation shall not be empowered to engage, directly or indirectly, in any activity that would invalidate its status as an organization exempt from federal taxation under Section 501(a) of the Code as an organization described in Section 501(c) (6) of the Code. All references to the Code contained herein shall include future amendments to the Code.

ARTICLE IV MEMBERS

Section 1. Members.

(a) General Conditions of Membership. Any third party that wishes to secure membership may apply for membership in the Corporation. The Board will determine the form of application, and a duly authorized representative of the applicant will sign the application and submit it to the Corporation. The Board approves or rejects applications in accordance with the criteria consistent with these Bylaws and as established by the Board. Membership in the Corporation commences upon the last to occur of the following:

- (i) the application is approved by the Board or by any other officer or person authorized to do so by the Board,
- (ii) the applicant and the Corporation have signed a Membership Agreement, and
- (iii) the initial dues as invoiced by the Corporation have been received by the Corporation.

(b) Rights and Obligations of All Members. The Corporation will have four general classes of memberships: Founders, Promoters, Contributors and Adopters. Each Member must enter into a Membership Agreement with the Corporation, whereby such Member grants or agrees to grant, and is entitled to receive, certain IPR licenses, and agrees to be bound by the Certificate of Incorporation, and the Bylaws of the Corporation. Every Member will have access to the MIPI Specifications adopted by the Corporation and the right to avail itself of any MIPI Qualification Program to the extent permitted by these Bylaws and by the policies and procedures adopted by the Board in accordance with these Bylaws. The Corporation will grant a license to each Member to certain trademarks as set forth in the Membership Agreements. Each Member shall grant and agree to grant licenses to certain IPR to all other Members and for so long as the Member remains a Member, shall receive licenses from other Members to certain IPR owned by such other Members in accordance with the terms of the Membership Agreements executed by each such Member. Each Member also has the right to receive licenses upon reasonable and non-discriminatory terms which may require payment of compensation established by the Board from time to time to use certain testing materials certified by the Corporation for the sole purpose of testing products in connection with the MIPI Qualification Program.

- (c) Membership by Affiliates. Any Affiliate of a Member will be entitled to the rights and privileges of such Member and will be subject to and bound by the restrictions and obligations applicable to such Member, except that such Member and its Affiliate will only be entitled to one vote (as related to its class of membership) even if such Affiliate has separately joined the Corporation as a Member. Every Affiliate of a Member shall be entitled to receive all licenses to which such Member is entitled and shall be bound

to grant all licenses which such Member is bound to grant under the Membership Agreement to which such Member is a signatory.

(d) Classes of Membership.

- (i) Rights, Privileges and Responsibilities of Founders: Each Founder must execute the MIPI Membership Agreement. In addition to other rights of the Founders, Promoters (other than those set out in Article IV, Section 1 (d)(ii) below) and Contributors described in these Bylaws, each Founder has the right to appoint a representative to the Board as described in Article VI, Section 1 of these Bylaws. One or more additional parties may be added as Founders with the Unanimous written consent of the then-current Founders. Founders have a Preferential Obligation to Support MIPI.
- (ii) Rights, Privileges and Responsibilities of Promoters: The Promoters, not to exceed four in number, shall be elected by the Board from the pool of Contributors in accordance with Article VI Section 2 and shall have a two-year term. In addition to other rights of the Contributors described in these Bylaws, each Promoter has the right to appoint a representative to the Board so long as the Promoter remains a Promoter. Promoters have a Preferential Obligation to Support MIPI. If a Promoter fails, in the sole judgment of the Board, in its Preferential Obligation to Support MIPI, then the Board may, by majority vote, demote said Promoter to either a Contributor or Adopter status, in accordance with the procedure set forth in Article IV, Section 1(e).

- (iii) Rights, Privileges and Responsibilities of Contributors: Any firm, corporation or other legal entity that wants to become a Contributor must execute a Membership Agreement and request the Board to approve of its application to become a Contributor. The Board, in its sole discretion, may approve such applicant as a Contributor or Adopter. Contributors have a Preferential Obligation to Support MIPI. Criteria for selection of a Contributor includes a Contributor's potential to contribute to make MIPI the standard in the industry, including providing input to build and influence the MIPI Specification. If a Contributor fails, in the sole judgment of the Board, in its Preferential Obligation to Support MIPI, then the Board may, by majority vote, demote said Contributor to Adopter status in accordance with the procedure set forth in Article IV, Section 1(e). Contributors will receive access to all Draft MIPI Specifications and MIPI Specifications. Contributors will be permitted to participate in Working Groups of the Corporation and to nominate representatives to be a Working Group Chairperson. The number of Contributors may be limited as the Board sees fit.
- (iv) Adopters. Any firm, corporation or other legal entity is eligible to apply for Adopter Membership. If approved by the Board, such entity must execute a Membership Agreement. The Board will determine whether an Adopter may be permitted to participate and vote in certain Working Groups of the Corporation. Adopters shall have no other voting rights as members of the Corporation. Adopters will receive access to Voting Drafts of MIPI Specifications. Upon nomination by any Member other than an Adopter, the Board will determine whether an Adopter may change its membership to become a Contributor.

(e) Demotion Procedure.

No Member shall be demoted from one class of membership to another class unless: (i) such demotion shall be approved by a vote of a majority of the Members of the Board; (ii) the Member shall be notified of such vote in writing (which may be by electronic means), which notice shall state the reasons for such demotion; (iii) the Member shall be granted the right to respond to such notice within fifteen (15) days after the date of the Board's notice of the vote; and (iv) the Board shall thereafter reaffirm such demotion by a vote of a majority of the Members of the Board. A Founder may never be demoted to a different class of membership.

Section 2. Member Meetings

The Secretary will periodically schedule Member Meetings and provide adequate

written notice (at least 10 business days) prior to all such meetings to each of the Members. Member Meetings need not be delayed or rescheduled merely because one or more of the Members cannot attend or participate.

Section 3. Membership Dues; Suspension or Termination of Membership.

(a) Funding. The Corporation will operate on a not-for-profit basis. However, the Board may assess annual membership dues and other special fees to offset expenses. The Corporation will use the fees to support the activities of the Corporation including qualification, promotion and operational expenses. The Board will publish the amount of any annual membership dues per class prior to the beginning of each fiscal year and such Member must pay all dues owed on the anniversary of the date on which the Member became a Member of the Corporation or such other date as determined by the Corporation.

(b) Payment. Each Member will be responsible for payment of annual dues as set by the Board. The Secretary will send out invoices in compliance with reasonable invoicing requirements (e.g., receipt of invoices at least 30 days prior to the due date) as each Member may request. The Secretary will promptly send out a written notice (“Dues Notice”) to any Member that has not paid its dues within ten (10) business days after the date upon which such dues are required to be paid.

(c) Dues Delinquent. A Member will be considered delinquent in its dues (“Dues Delinquent”) if the Secretary does not receive the required dues payment within thirty (30) days after issuance of the Dues Notice. The Corporation shall send out a written notice notifying the delinquent Member that it has become Dues Delinquent, which notice shall state a final date (“Final Date”) set by the Board by which the delinquent dues must be paid. If a Member becomes Dues Delinquent, then such Member’s rights are suspended upon written notice from the Corporation until all delinquent dues are paid by such Member. If the delinquent dues are not paid by the Final Date the membership of the Dues Delinquent Member shall terminate on the Final Date without any further action.

(d) Involuntary Suspension or Termination. A Member may be suspended or terminated by consent of 75% of the Board as a whole on the good faith determination by the Board that the Member has to a material or serious degree violated these Bylaws, the Certificate of Incorporation, the terms of the Membership Agreement executed by such Member, duly adopted resolutions of the Board, or has engaged in conduct material and seriously prejudicial to the purposes and interests of the Corporation or has violated the policies, procedures and duties of Membership herein.

Examples of material breaches include, but are not limited to, the following: (i) breaches of the MIPI confidentiality terms; or (ii) breach of the license terms of the Membership Agreement

Except as provided in subparagraph (c) above, suspension or termination

shall be in accordance with the following procedure: Upon the good faith determination of suspension or termination as aforesaid the Board shall cause a notice (“First Notice”) thereof to be transmitted to the Member, which notice shall state the reasons for suspension or termination. The notice shall fix a time and place, not later than thirty nor sooner than fifteen days after the date of the notice, at which time the Member may appear and be heard by two or more members of the Board on the proposed suspension or termination or before which time the Member may cure and remove the cause for suspension or termination. If the cause is not cured or removed during such time period fixed by the Board in its First Notice and thereafter the Board reaffirms its determination of suspension or termination by a consent of at least 75% of the Board as a whole, it shall so notify the Member (the “Termination Notice”) and termination or suspension shall be effective on the date thereof.

(e) Withdrawal from Membership. A member may withdraw from the Corporation at any time by providing written notice to the Secretary, which shall be effective upon receipt of such notice by the Secretary or upon such later date as specified in such notice.

(f) Effect of Withdrawal or Termination of Membership. A Member who is suspended by the Board shall not be a Member during the period of suspension and shall not have any interest or participation in any of the activities of the Corporation until such time as the Member complies with the requirements of the Board for the removal of the suspension. A Member who is terminated by the Board or who withdraws from the Corporation shall have no further interest or participation in any of the activities of the Corporation and a terminated or withdrawn Member shall not be permitted to reapply for membership in the Corporation unless such terminated or withdrawn Member shall receive the consent of 75% of the Board as a whole and shall, for the year in which such reapplication is received, pay the dues for the entire year without any proration. Any licenses of IPR granted pursuant to the Membership Agreement by any Member who has been terminated or withdrawn shall continue in accordance with the terms of the Membership Agreement executed by such Member. IPR rights granted by other Members to the withdrawn or terminated Member may be terminated by the other Members as to any products not then or previously available from the terminated or withdrawn Member. Products then or previously available from the terminated or withdrawn Member shall continue to enjoy the IPR rights granted by the Membership Agreement so long as such products continue to be marketed by the terminated or withdrawn Member and comply with the Pre-Withdrawal Committed Specifications as defined in the Membership Agreement. Any Member who has been terminated shall not be eligible to qualify any products pursuant to any MIPI Qualification Program after the effective date of termination; provided that any products qualified by such terminated Member prior to such effective date of termination shall remain qualified MIPI-compliant products. Any Member who has withdrawn shall be permitted to qualify products pursuant to any Specification, which was adopted by the Corporation prior to the effective date of such Member’s withdrawal, but shall not be permitted to qualify any MIPI-compliant products pursuant to any Specification adopted after such Member’s effective date of withdrawal. Any products qualified by a Member who has withdrawn prior to such effective date of

withdrawal shall remain qualified MIPI-compliant products. If a Member has been suspended pursuant to these Bylaws, upon reinstatement of such Member, all rights of such Member shall also be reinstated. No withdrawal, termination or suspension shall relieve a Member from full payment of any and all dues and other fees and assessments remaining unpaid on the date of withdrawal, suspension or termination. Upon withdrawal, suspension or termination of membership, a Member shall not be entitled to a refund of any amounts paid during membership.

(g) Membership Agreement Changes. The failure or refusal of a Member to sign and return to the Corporation a revision, modification, amendment or change of the Membership Agreement which has been approved by the unanimous vote of all members of the Board shall be conclusively considered a withdrawal of such Member from the Corporation pursuant to Article IV Section 3(e) and (f) of these bylaws. The effective date of such withdrawal shall be the last date by which such signed revision, modification, amendment or change is required to be received by the Corporation as determined by the Board.

(h) No Transfer. No Member shall be permitted to transfer its membership to another person or entity without the prior written consent of the entire Board.

ARTICLE V MEETING OF MEMBERS

Section 1. Place of Meetings. All meetings of the Members shall be held at such place and at such times as may be fixed from time to time by the Board.

Section 2. Annual Meetings. Annual meetings of Members may be held on such date and at such time as shall be designated by the Board from time to time and stated in the notice of the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by order of the Board.

Section 4. Notice of Meetings. Except as otherwise provided by law, written notice of each meeting of the Members, annual or special, stating the place, date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) business days before the date of the meeting, to each Member entitled to attend such meeting.

Section 5. Waiver of Notice. Whenever any notice of a meeting is required to be given to any Member of the Corporation under provisions of the Certificate of Incorporation, these Bylaws or by statute, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice. Each such waiver of notice shall be filed with the minutes of such meeting.

Section 6. Voting and Proxies. Unless otherwise provided in the Certificate of Incorporation, each Promoter and Founder shall be entitled to one vote on matters upon which Members are entitled to vote. No other class of Members shall have any voting rights as Members of the Corporation unless such person is a Working Group Chairperson. A Working Group Chairperson is entitled to one vote (unless such Working Group Chairperson is either a Promoter or Founder in which case the Working Group Chairperson is not entitled to an additional vote beyond that by virtue of being a Promoter or Founder) only if the issue is adoption of a Draft Specification newly generated by a Working Group that the Working Group Chairperson is the leader of. A Contributor or Adopter Member who is a Chairperson of a Working Group shall designate in writing the person who shall vote on behalf of such Contributor or Adopter Member. That designation shall remain in effect until written notice of a properly authorized change in the designated voter shall be received by the Corporation. Each Member entitled to vote at a meeting of the Members, or entitled to express consent or dissent to corporate action in writing without a meeting, may authorize another person or persons to act for such Member by proxy, but no proxy shall be voted or acted upon after one year from its date, unless the proxy provides for a longer period.

Section 7. Voting Lists. The officer who has charge of the Member roster shall prepare and make, at least ten (10) business days before every meeting of the Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each such Member. Such list shall be open to the examination of any Member for any purpose germane to the meeting during ordinary business hours, for a period of at least ten (10) business days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the entire duration thereof and may be inspected by any Member who is present.

Section 8. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or the Bylaws, any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be signed and dated by the minimum number of Members 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.

Section 9. Order of Business. The order of business at all meetings of the Members shall be determined by the presiding officer designated by the Board, but the order of business to be followed at any meeting at which a quorum is present may be changed by a majority vote of the Members entitled to vote thereat. The Board may prescribe rules for meetings as are determined by the Board to be appropriate.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Authority, Number, Qualifications and Term of Office. The Board will manage the general affairs, property and interest of the Corporation, subject to Delaware General Corporation Law, the Certificate of Incorporation, these Bylaws, and applicable provisions of the Internal Revenue Code. The Board shall consist of a single director appointed by each of the Founders (the “Founding Directors”) and a single director (the “Promoter Directors”) appointed by each of the Promoters elected pursuant to Section 2 below. The Founding Directors shall be employees, agents or consultants of such Founder; provided that if such representative is not an employee of such Founder, such representative shall not be an employee of any other Member of the Corporation. The Founder is responsible for ensuring that its representative qualifies as a director under these Bylaws. Each Board member may designate an alternate to attend Board Meetings and act on its behalf. The Founder that appointed such Founding Director may remove him or her at any time, with or without cause. A Founding Director shall hold office until the death, resignation, or removal of the Founding Director. The Promoter Directors shall be employees, agents or consultants of such Promoter; provided that if such representative is not an employee of such Promoter, such representative shall not be an employee of any other Member of the Corporation. The Promoter is responsible for ensuring that its representative qualifies as a director under these Bylaws. The Promoter that appointed such Promoter Director may remove him or her at any time, with or without cause. A Promoter Director shall hold office until the death, resignation, removal of the Promoter Director, or the expiration, termination, or non-re-election of the Promoter’s term.

Section 2. Election of Promoters. There shall be up to four Promoters having staggered terms of two years (although the initial terms may vary in order to create the staggered terms). The Board shall be responsible for nominating Members from the Contributor class to be considered as Promoters whenever there is a vacancy or when a Promoter’s term is expiring. A Promoter may be re-elected upon expiration of its term. Only one Promoter is permitted from any Member and its Affiliates. Should a nominated Member agree in writing to the Secretary to be considered for movement into the Promoter class, the Board may then elect them by a 75% approval vote of the Board (absent the vote of the Promoter being considered if applicable). Should a Promoter’s term expire and such Promoter does not get re-elected, the non-re-elected Promoter shall move to the Contributor class.

Section 3. Removal and Effect of Non-Participation. A Founding Director or an Promoter Director may also be removed by the other directors upon approval of 75% of such other directors in the following events: (i) the director is absent from meetings of the Board for more than three (3) months; or (ii) the director fails to substantially perform his or her duties as set forth in these Bylaws or by law, which failure continues for a period of sixty (60) days after written notice of such failure by the Board to such director and to the legal counsel of the Founder or Promoter who appointed such director. In the case of removal of a Founding Director or a Promoter Director the respective Founder or

Promoter has right to designate a replacement to the Board.

Section 4. Board Member in Good Standing. A Board member will be in Good Standing, and thus eligible to vote on issues coming before the Board, if the Board member was represented at not less than two Board Meetings of the last four (if there have been at least four Meetings) and the Member it represents is not Dues Delinquent. Founders may replace their representative on the Board at any time by providing written notice to the Secretary.

Section 5. Chairman of the Board. The initial Chairman of the Board (the “Chairman”) will be elected at a Board Meeting by a simple majority vote (i.e., more than half) of the members of the Board. The Chairman shall be responsible for calling and chairing Board meetings.

Section 6. Duties. The Board shall have the responsibility for the general management of the affairs, property and interest of the Corporation, which shall include, in addition to the other duties set forth in these Bylaws, the following duties:

- (a) Exercise responsibility for the final adoption of all MIPI Specifications;
- (b) Exercise responsibility for the final approval of the MIPI Qualification Program and oversight of such programs;
- (c) Exercise responsibility for the approval of the establishment of all Working Groups of the Corporation;
- (d) Exercise responsibility for the Corporation’s annual budget and for such oversight as is necessary to maintain non-profit status;
- (e) Perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation, or by these Bylaws;
- (f) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (g) Meet at such times and places as required by these Bylaws; and
- (h) Register their addresses and those of their legal counsel with the Secretary so that notices of meetings or other notices under these bylaws mailed or faxed to them at such address or facsimile numbers shall be valid notices thereof.

Section 7. Compensation. Directors shall serve without compensation by the Corporation. Founding Directors may be paid for serving as a director by the Founder who appointed such director, and Promoter Directors may be paid by the member who nominated them to serve as a Promoter Director. In addition, if determined by the Board, the Corporation may reimburse or advance directors for their reasonable expenses

incurred in the performance of their duties.

Section 8. Regular and Special Board Meetings. The Chairman will schedule regular and (as applicable) special meetings of the Board. The Board may hold its meetings at such place and such time as the Board may from time to time determine. 75% of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. No Board Meeting will be deemed to have been validly held unless the Chairman provided notice of same to each of the members of the Board in Good Standing at least 10 business days prior to such Meeting, which notice will identify all potential actions to be undertaken by the Board at the Board Meeting. No Board member in Good Standing will be intentionally excluded from Board Meetings; however, Board Meetings need not be delayed or rescheduled merely because one or more of the Board members cannot attend or participate so long as at least a Quorum of Board members are represented at the Board Meeting. No Board member will be denied an opportunity to vote because it is not physically present at a Board Meeting.

Section 9. Action Without Attendance at Meeting. Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting. In the absence of a meeting of the Board, members of the Board may provide written consent to any action of the Board (1) if notice of the action is provided to all members of the Board prior to the taking of such action and (2) if consent to such action in writing [or by electronic transmission] is obtained from the minimum number of directors that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted. Any such written ballot, electronic transmission or consent shall be filed with the records of proceedings of the Board.

Section 10. Action by The Board. No action may be taken or approved by the Board that is outside the Scope of the Organization. Except as otherwise provided herein, the Board may undertake an action only if it was identified by the Chairman in the Board Meeting notice and approved by the required number of Board members as described below:

(a) For general actions not described in (b) or (c) below, such action must be approved by a majority of those Board members in good standing represented at a Board Meeting at which a quorum is present;

(b) For actions (i) removing a director for cause, (ii) chartering or amending the charter of any Working Group, or establishing rules of governance, procedure or guidance to or for Working Groups, (iii) requiring the expenditure in excess of \$5,000 over budgeted amounts, (iv) approving annual dues and budget, (v) terminating a Member's Membership Agreement in accordance with its terms, (vi) appointing anyone other than a Founder or Promoter as a representative to a Working Group, (vii)

appointing or removing a Chairperson of a Working Group, (viii) approving any press release, public announcement or other public communication (e.g., white papers, guidelines), (ix) granting to a Non-Member of MIPI access to, or the receipt of copies of, a MIPI Specification or other MIPI document as provided in Article X, Section 4 hereof, (x) setting the length of a Second Draft Review Period as provided in Article X, Section 1 hereof, (xi) agreeing on Feedback as provided in Article X, Section 1 hereof, (xii) any other action not described in section (c) below that two or more members reasonably believe is outside of the Scope Of The Organization (upon request, the members will disclose the reasons for their belief), or (xiii) adopting a MIPI Specification, such action must be approved by 75% of Board members in good standing; and

(c) For actions (i) approving or modifying the Membership Agreement and any other documents among the Corporation and its Members, (ii) adopting or amending antitrust guidelines, except where counsel has advised that an amendment to the guidelines is required, in which case such amendment is approved, (iii) enforcing a copyright owned by MIPI, (iv) changing the name of the organization, (v) amending these Bylaws or the Certificate of Incorporation, (vi) approving a new name or logo adopted by the Corporation for use by its Members in identifying qualified MIPI-compliant products; (vii) allowing a Working Group to modify or add to an external non-MIPI Specification that will be referenced in a specification produced by such Working Group; (viii) causing a substantial change in the Scope of the Organization; (ix) entering into a merger, sale of substantially all of the assets of the Corporation or similar transaction, or acquiring the assets or business of another entity; (x) filing a bankruptcy petition, dissolving or liquidating the Corporation; (xi) making loans or, except in the ordinary course of business, giving guarantees or an extension of credit; (xii) changing the Corporation's tax-exempt status (if so granted), or engaging in activities that may invalidate or jeopardize such tax-exempt status; (xiii) entering into a sale of assets of the Corporation outside of the ordinary course of business; (xiv) approving the incorporation documents or (xv) any other action not described elsewhere in this section that may materially affect a Member's IPR rights or their liabilities related to this organization, such action must be approved by the Unanimous vote or written consent of the Board as a whole. Any Board member voting against any such action must provide a reasonable explanation for its objection during such Board Meeting and agrees to consult in good faith with the other Board members to attempt to resolve its concerns.

Section 11. Unanimous Action By The Board. Notwithstanding the foregoing, the Board may take any action unanimously approved by all of the members in Good Standing of the Board at any meeting in which all members in Good Standing of the Board are represented.

Section 12. Action by Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if there is a unanimous consent of all the members of the Board in writing or by electronic means to the adoption of the resolution authorizing the action. All such written consents and electronic transmissions shall be filed with the minutes of the proceedings of the Board.

Section 13. Confidentiality of Board Proceedings. Persons other than Board members or Working Group Chairpersons (and then only for actions relating to a Draft Specification or Voting Draft that their Working Group was responsible for) will not be permitted to attend Board meetings unless approved in advance by the Board. Minutes of Board meetings as approved by the Board will not be distributed outside the Board members' organizations unless approved by the Board. The Board may summarize substantial actions taken during Board meetings and distribute such summaries to all the Corporation's Members.

ARTICLE VII OFFICERS

Section 1. Appointment. The Board shall appoint a Chairman of the Board from the Board members, a Secretary and a Treasurer, and may appoint such other officers (including one or more Vice Chairmen, a Managing Director or one or more Deputy Managing Directors) as it may determine. Any two or more offices may be held by the same person. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity. The Board may also appoint one or more Assistant Treasurers and Assistant Secretaries and such other officers and agents as it shall deem desirable, each of whom shall hold offices for such terms and shall exercise such power and perform such duties as shall be determined from time to time by The Board. The officers of the Corporation shall be appointed or confirmed by the Board annually and each officer elected shall hold office for a term of 1 year and until his or her successor is elected and qualified, or until his or her earlier resignation or removal. All officers of the Corporation shall be elected or appointed by a majority vote of a Quorum of the Board. All officers of the Corporation may be re-elected without any term limit.

Section 2. Other Agents, etc. The Board may appoint from time to time such agents, including but not limited to officers and/or director agents, as it shall deem necessary, each of whom shall hold office during the pleasure of the Board and shall have such authority, perform such duties and receive such reasonable compensation as the Board may from time to time determine, including, but not limited to, entering into contractual agreements on behalf of the Corporation and undertaking those duties necessary to carry on the daily business affairs of the Corporation.

Section 3. Removal. Any officer of the Corporation may be removed, with or without cause, by a majority vote of the Board.

Section 4. Vacancies. In the case of any vacancy in any office, a successor to fill the unexpired portion of the term may be elected by the Board.

Section 5. Powers and Duties. The officers shall have the powers and duties customarily associated with their respective offices except as the Board may otherwise determine.

(a) Chairman

As appointed by the Board, the Chairman of the Board shall preside, if present, at all meetings of the Board. The Chairman of the Board shall possess the same power as the Managing Director to sign all documents of the Corporation, which the Managing Director may be authorized to sign by these Bylaws or by the Board. The Chairman of the Board shall see that all orders and resolutions of the Board are carried into effect and shall from time to time report to the Board all matters within his or her knowledge which the interests of the Corporation may require to be brought to the Board's notice. The Chairman of the Board shall also perform such other duties and he or she may exercise such other powers as from time to time may be prescribed by these Bylaws or by the Board. The Chairman of the Board's vote is equivalent to any other Board member's vote.

(b) Vice Chairman

In the absence of the Chairman or in the event of his or her inability or refusal to act, one of the Vice Chairmen, in the order in which elected, if there is more than one, shall perform the duties of the Chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. A Vice Chairman shall perform such other duties as may from time to time be assigned by the Chairman or by the Board of Directors.

(c) Managing Director

The Managing Director, if one is appointed by the Board, shall, subject to the approval, direction and control of the Board, supervise and manage the affairs of the Corporation and the activities of the appointed officers. Subject to the approval, direction and control of the Board, the Managing Director shall have the authority to: (i) employ, supervise and terminate employees of the Corporation necessary for the management and operations of the Corporation; and (ii) to engage outside services to assist the Managing Director in the management and operations of the Corporation. The Managing Director shall perform all duties incident to his or her office and such other duties as may be required by law, by the Certificate of Incorporation or by these Bylaws or that may be prescribed from time to time by the Board. Except as otherwise expressly provided by law, by the Certificate of Incorporation or by these Bylaws, the Managing Director shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks or other instruments which may from time to time be authorized by the Board. The duties and rights of the Managing Director may, if the Board so determines, be assigned to a corporate entity engaged for such purpose by the Board.

(c) Deputy Managing Director

The Board may appoint a Deputy Managing Director of the Corporation,

who shall serve in such capacity until his successor has been duly elected and qualified. In the absence of the Managing Director or in the event of his inability or refusal to act, the Deputy Managing Director (or in the event there be more than one Deputy Managing Director, the Deputy Managing Directors in the order designated by the Board, or in the absence of any designation, then in the order of their election) shall perform the duties of the Managing Director, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Managing Director. The Deputy Managing Directors shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(d) Treasurer

The Board may appoint a Treasurer of the Corporation, who shall serve in such capacity until his successor has been duly elected and qualified. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board.

(e) Secretary. The Secretary's powers and duties shall be as follows:

The Secretary shall: (i) certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended to date; (ii) keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the directors, and, if applicable, meeting of working groups of directors and of members recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof; (iii) prepare and deliver, or cause to be prepared and delivered, all notices given in accordance with the provisions of these Bylaws or as required by law, (iv) be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation; (v) exhibit at all reasonable times to any director of the Corporation, or to his or her agent or attorney, on request therefore, the Bylaws and the minutes of the proceedings of the directors of the Corporation; and, (vi) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Incorporation or by these Bylaws or which may be assigned to him or her from time to time by the Board.

(f) Assistant Secretary. The Assistant Secretary's powers and duties shall be as follows:

(i) Appointment. The Assistant Secretary shall be appointed by the Board to assist the Secretary perform the Secretary's duties when the Secretary is unavailable, and perform such other duties as the Secretary may delegate. The Board may remove and replace the Secretary or Assistant Secretary at any time.

(ii) Duties of the Assistant Secretary. The Assistant Secretary shall assist the Secretary in the performance of the Secretary's duties when the Secretary is unavailable, and perform such other duties as the Secretary may delegate.

Section 6. Compensation. The salaries of the officers, if any, shall be determined from time to time by resolution of the Board. In all cases, any salaries received by officers of the Corporation shall be reasonable and given in return for services actually rendered to or for the Corporation.

Section 7. Disclaimer of Liabilities. Each of the Members acknowledges and agrees that the Secretary and Assistant Secretary are acting solely as a facilitator at their request and for their convenience, that the Secretary and Assistant Secretary will not be deemed to be an agent of any of the Members except as expressly provided in these Bylaws, and that the Secretary and Assistant Secretary will not be liable to any of the Members for any action or omission on its part taken or made in good faith in its role as Secretary or Assistant Secretary and that is not in breach of this Agreement.

ARTICLE VIII CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

Section 1. Disbursements. A process for approving expenditures (including documenting payments received and expenditures allocated, preventing commingling of funds, disposition of the funds upon bankruptcy of the Secretary, etc.) will be developed by the Board.

Section 2. Expenses. Each Member will bear its own costs and expenses in connection with its performance of its rights and duties in respect of the Corporation, including, without limitation, compensation of its employees, and all travel and living expenses associated with any Member's participation in any meetings and conferences called in connection with the activities of the Corporation.

Section 3. Checks, Notes and Contracts. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and shall determine who shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

Section 4. Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, or other securities, as the Board in its discretion may deem desirable.

ARTICLE IX WORKING GROUPS AND OTHER FORUMS

Section 1. Standing Working Groups. There shall be certain Standing Working Groups of the Corporation, including the Technical Steering Group and the Marketing Working Group. Such Standing Working Groups shall have the rights and obligations set forth below. The Board may, by resolution passed by Unanimous approval of the Board, designate one or more additional Standing Working Groups and the rights and obligations of those groups. Standing Working Groups may be terminated only upon Unanimous approval of the Board

Section 2. Other Working Groups . The Board may, by resolution passed by a 75% vote of the Board, designate one or more Other Working Groups. Such Other Working Groups shall have such rights and obligations as may be determined from time to time by resolution adopted by the Board. Other Working Groups may be terminated only upon 75% approval of the Board.

Section 3. Working Group Members.

(a) Unless otherwise set forth in these Bylaws: (i) each Founder, Promoter and Contributor shall have the right to appoint representatives to each Working Group of the Corporation; (ii) the Board may also, upon 75% approval vote, select Members from the Adopter class to appoint representatives to any Working Group of the Corporation; and (iii) Member representatives on Working Groups shall be employees of the Members who appoint them, although the Board may, by resolution adopted at any time or from time to time, determine or change the qualifications for Member representatives on Working Groups.

(b) In addition, the Board may elect the Managing Director of the Corporation as the Chairperson of the Marketing Working Group (and such Marketing Working Group is the only Working Group that the Managing Director may be elected to).

(c) Each Working Group shall consist of only representatives and Members as designated pursuant to subsection (a) above, and, solely in the case of the Marketing Working Group, the Managing Director acting as Chairperson.

(d) The Chairpersons of Working Groups shall be elected or appointed by a 75% vote of the Board. The Co-Chairperson and/or Vice Chairpersons of Working Groups shall be elected or appointed in such other manner as the Board directs.

Section 4. Working Group Procedures, Rules and Regulations. Each Working Group may establish its own charter, setting forth procedures, rules and regulations for the conduct of such Working Group. Such charter shall be subject to approval by the Board. Such charter shall comply with the Delaware General Corporate Law and shall not be inconsistent with the provisions of these Bylaws or with any resolution or action by the Board. Unless otherwise specified in the charter of a Working Group or by any resolution or action by the Board, the rules of procedure for the Board shall govern the procedure of such Working Group. Working Group actions shall require the affirmative

vote of at least 75% of the members of a Working Group unless otherwise specified in any resolution or action by the Board.

Section 5. Meetings of Working Groups. Each Working Group shall keep regular records of its meetings and report the same to the Board when required.

Section 6. Publication of Working Group Materials. All written materials finally approved by a standing or other Working Group of the Board, and accepted by the Board, as necessary, shall be made available for inspection by any member of such Working Group.

Section 7. Technical Steering Group. The Technical Steering Group will be responsible for providing recommendations to the Board with regard to the direction and activities of the Working Groups as directed or requested from time to time by the Board. Founders and Promoters shall have the right to appoint representatives to the Technical Steering Group. The Board may also, upon 75% approval vote, select Members from the Contributor class to also appoint a representative to the Technical Steering Group.

Section 8. Marketing Working Group. The Marketing Working Group will be responsible for developing and executing activities that promote the MIPI Specifications, membership in the Corporation, participation in the Qualification Program (if any) and such other interests of the Corporation as the Board may approve the Marketing Working Group to pursue. These activities include, but are not limited to, general advertising, promotion of interoperability forums, development of conferences and other similar activities and functions.

Section 9. Investigation Working Groups. The Board may establish temporary Investigation Working Groups. The scope, directives, eligibility for membership and chairmanship and operating procedures of each Investigation Working Group shall be established, and may only be amended or changed, by majority approval of the Board. Investigation Working Groups may be terminated only upon 75% approval of the Board.

Section 10 Voting in Working Groups. For each Member having one or more representatives on a Working Group, only one vote will be counted from the representatives of such Member, regardless of the number of representatives such Member may have on that Working Group.

ARTICLE X

SPECIFICATION DEVELOPMENT AND APPROVAL

Section 1. Adoption. The Corporation shall adopt MIPI Specifications in accordance with the following conditions and procedures.

(a) Draft MIPI Specification. All Contributor, Promoter and Founder Members

shall have the opportunity to review the Draft MIPI Specifications prior to finalizing the Voting Draft. All Contributor, Promoter and Founder Members shall be notified when a Draft MIPI Specification (the “First Draft”) is available for review. The First Draft Review Period shall be 45 days from the date of such notification. During the First Draft Review Period, any Contributor, Promoter or Founder Member may submit comments to the Secretary of the Board respecting the specification. The Board may, at such time as it determines, identify with particularity any portions of the specification it finds objectionable and shall provide a reasonable explanation for the objection (“Feedback”). Such Feedback, if any, shall be provided to the relevant Working Group Chairperson to further disseminate to the Working Group. No Member shall have any duty to perform any patent search.

(b) Revised Draft MIPI Specification. If the relevant Working Group makes changes in the Draft MIPI Specification other than Corrections to reflect any Feedback, the Draft MIPI Specification as so changed (the “Second Draft”) shall be made available to all Contributor, Promoter and Founder Members for further review (the “Second Draft Review Period”). All Contributor, Promoter and Founder Members shall be notified when the Second Draft is available for review and when the Second Draft Review Period will begin and end. The Second Draft Review Period shall be 45 days, or such lesser number days but not less than 15 days, from the date of such notification, as set by the Board prior to the commencement of the Second Draft Review Period. Within the Second Draft Review Period no Feedback shall be permissible.

(c) Licensing Objections. In the event that a Contributor, Promoter or Founder Member in good faith believes that the utilization of Necessary Claims in a Draft MIPI Specification would require a license from that Member under Paragraph 3.1(a) or 3.1(b) of the MIPI Membership Agreement and such Member does not wish to grant such license under its Necessary Claims in accordance with the terms of both or either of such Paragraphs of the MIPI Membership Agreement, that Member must within the First Draft Review Period provide written notification to the Secretary of the Board of its intent not to grant licenses under such Necessary Claims (“Licensing Objection”).

(d) Second Draft Licensing Objections. In the event that a Contributor, Promoter or Founder Member in good faith believes that the utilization of Necessary Claims in a Second Draft of a MIPI Specification would require a license from that Member under Paragraph 3.1(a) or 3.1(b) of the MIPI Membership Agreement, but the draft thereof before revision would not, and such Member does not wish to grant such license under its Necessary Claims in accordance with the terms of either or both of such Paragraphs of the MIPI Membership Agreement, that Member must within the Second Draft Review Period provide written notification to the Secretary of the Board of its intent not to grant such required license (“Second Draft Licensing Objection”).

(e) Limitations on All License Objections. Notwithstanding the foregoing, a Member shall not have the right to submit a Licensing Objection or Second Draft Licensing Objection with respect to any Necessary Claims in any Contribution submitted by such Member, nor shall there be any such right if the Necessary Claim was necessarily

infringed by an implementation of any previously adopted MIPI Specification, nor shall there be any such right to submit any Licensing Objection or Second Draft Licensing Objection more than two times in any sixty month period. Such Licensing Objection or Second Draft Licensing Objection must identify, with reasonable specificity, any Necessary Claims that such Member refuses to license hereunder ("Withdrawn Claims"). Licensing Objections, if any, as herein permitted, must be received within the First Draft Review Period or within the Second Draft Review Period, as appropriate. In the event that a Member properly submits a Licensing Objection or Second Draft Licensing Objection within the time limit above provided, such Member's licensing obligations under the terms of its MIPI Membership Agreement shall terminate solely with respect to the identified Necessary Claims. In the event that a Member does not properly submit a Licensing Objection or Second Draft Licensing Objection within the time period above provided, the licensing provisions of its MIPI Membership Agreement shall apply. The Board shall have the discretion to implement and require a standard form document for the submission of Licensing Objections.

In the event that one or more Licensing Objections or Second Draft Licensing Objection is timely received by the Secretary of the Board, the Board shall (i) notify all Members of the receipt thereof and (ii) designate either the Working Group or an ad-hoc subcommittee thereof to review and evaluate each Licensing Objection or Second Draft Licensing Objection, as well as alternative design options or recommendations for the Draft MIPI Specification. The Working Group or subcommittee thereof shall deliver to the Board the results of its findings within a reasonable period of time.

In the event that a MIPI Specification to which one or more bona fide Licensing Objection(s) or Second Draft Licensing Objection(s) has been timely received and not withdrawn is finally adopted by the Board, the Board shall, in publishing or otherwise distributing such MIPI Specification, take actions reasonably calculated to call attention of Members to the existence of such Licensing Objection(s) or Second Draft Licensing Objections.

(f) Voting Draft. The Voting Draft shall be a draft approved as such by the responsible Working Group taking into account Feedback, if any, received during the First Draft Review Period. If there is no Feedback, the First Draft as approved by the Working Group shall be the Voting Draft. A Second Draft if one is approved by the Working Group shall be the Voting Draft. Approval by the Working Group shall require the affirmative vote of such number of the Working Group membership with voting rights as is provided in any resolution or rules approved or adopted by the Board. All Members will be notified when the Voting Draft is posted for review. The Voting Draft and Corrections, if any, shall be considered by the Board at the Adoption Meeting. The Voting Draft Review Period shall be thirty (30) days from Posting of the Voting Draft. During this Voting Draft Review Period, the members of the Board along with the relevant Working Group Chairperson agree to work to resolve any Corrections that any member of the Board or the relevant Working Group Chairperson may raise as part of its review of the Voting Draft. Voting Drafts shall be available to all Members of the Corporation.

(g) Adoption Meeting. The Secretary shall notify all Members of the Posting of the Voting Draft and the date of the Adoption Meeting. The Adoption Meeting shall be set for a date no earlier than the end of the Voting Draft Review Period as defined in Section 1(e).

(h) Voting Process. A MIPI Specification shall be deemed adopted when approved upon the affirmative vote of at least 75% of the total persons constituting the Board.

(i) Notice of Adoption of MIPI Specification. Within 2 week(s) following the date of adoption of the MIPI Specification by the Corporation, the Secretary of the Corporation shall Post to all Members of the Corporation notice of such adoption, and Post a copy of such MIPI Specification on the Corporation's website in a manner accessible only to Members.

Section 2. Binding Effect. The Corporation shall be deemed to have adopted the MIPI Specification if approved in accordance with Section 1 hereof.

Section 3. Modifications to the MIPI Specifications. Once a MIPI Specification has been adopted by the Corporation, any updates or alterations to a MIPI Specification shall be treated as a proposal to develop a new specification, and approval of such shall be accomplished in accordance with these Bylaws.

Section 4. Access by Non-Members. When, in the opinion and upon approval of the Board it is in the best interest of Members to do so, Non-Members of the Corporation may be granted access to, or receive from the Board copies of, any MIPI Specification or other MIPI document specifically identified and approved upon receipt from such Non-Member of such assurances or agreements of confidentiality or non-disclosure as the Board deems appropriate.

ARTICLE XI PUBLICITY/PUBLICATIONS

Section 1. Publication. The Board may publish Draft Material and Final Material as it determines appropriate and may develop and adopt procedures governing such publication. However, subject to Article X, Section 4 hereof, each MIPI Specification will be published in a manner accessible only to Members as soon as practicable following its adoption but in no event shall such publication occur later than forty-five (45) days following its adoption. Any publication of Specifications or other technical documents by MIPI will include the following disclaimer language:

The material contained herein is not a license, either expressly or impliedly, to any IPR owned or controlled by any of the authors or developers of this material or MIPI. The material contained herein is provided on an "AS IS" basis and to

the maximum extent permitted by applicable law, this material is provided AS IS AND WITH ALL FAULTS, and the authors and developers of this material and MIPI hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THIS MATERIAL.

IN NO EVENT WILL ANY AUTHOR OR DEVELOPER OF THIS MATERIAL OR MIPI BE LIABLE TO ANY OTHER PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER AGREEMENT RELATING TO THIS MATERIAL, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Section 2. Website Standards. The Board will develop standards for the creation and maintenance of the organization's website, including a published statement regarding unsolicited submissions to the organization.

Section 3. Press Releases. Any Member may make public announcements or press releases concerning its own activities as a Member. No Member may make a press or other public announcement regarding the activities of another Member as a Member or use the name of another Member in a press or other public announcement regarding this Agreement without the consent of the Member. Each Member shall use reasonable efforts to avoid publicly implying that another Member publicly endorses Material unless that other Member affirmatively authorized such statements. However, the Board may issue press or other public announcements regarding the activities of the Corporation and will be able to identify Members in a reasonable manner.

Section 4. Submission to Standards Organization. The MIPI Specifications may be submitted to a standards setting organization, if approved by the Board. In any submission to a standards organization, the Member who, based on a good faith investigation by the Board, submitted contributions that were included in the MIPI Specifications, shall be identified as co-authors thereof. The failure to identify any Member as a co-author has no effect on that Member's obligations to grant licenses under the Membership Agreement.

ARTICLE XII USE OF NAME

Section 1. Name. The Founders have selected “Mobile Industry Processor Interface Alliance” as the name of this organization and have selected “MIPI” as the acronym (collectively, the “Name”). The Board may, upon Unanimous consent, select a new Name. The Board will send reasonable advance notice to all of the Members prior to the adoption of any new Name.

Section 2. Prohibition on Registration of the Name. No Member shall register or attempt to register the Name or any name, trademark, or service mark confusingly similar to the Name, or register any second level domain name that uses the Name in a way likely to create confusion regarding the ownership of the second level domain name, anywhere in the world. Any Member that holds a second level domain name that uses the Name as described above will (1) redirect it to the official MIPI website and (2) assign it to MIPI upon request of the Board.

Section 3. Prohibition on Assertion of Rights in the Name. Each Member agrees not to assert any rights in the Name against any other Member or their Affiliates, or to object to the use of the Name by such parties as long as their use of the Name is in compliance with their Membership Agreement and these Bylaws as applicable.

Section 4. Required Use of the Name. The Members agree that when they refer to the MIPI Specification, they will use the Name or use some other means to accurately describe MIPI as the origin. Except as provided in the previous sentence, no Member shall be obligated to use the Name on any product, advertising, or other materials in any manner. Each Member uses the Name at its own risk.

Section 5. Limitations on the Use of the Name. The Members agree that they will use the Name only for the limited purpose of promoting the MIPI organization and for labeling, promoting, and marketing Compliant Portions.. No Member shall use the Name or any name, trademark, or service mark confusingly similar to the Name to promote, or refer to, other initiatives or technologies.

ARTICLE XIII ANTITRUST GUIDELINES

The Corporation is a trade and technical association of developers and users of MIPI-compliant products and technology. The Corporation is organized to promote the common interests of developers and users of the MIPI-compliant products and technology. The Corporation is not intended become involved, and will not become involved, in the competitive business decisions of its Member companies, nor will it take any action which would tend to restrain competition among and between such Members in violation of the antitrust laws.

The Corporation unequivocally supports the policy of competition served by the antitrust laws and intends to comply strictly with such laws. It shall be the responsibility

of every Member of the Corporation to be guided by this policy of strict compliance with the antitrust laws in all of the Corporation's activities. It shall be the special responsibility of the Corporation's officers and Working Group chairpersons to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

To assist the Corporation's staff and all its officers, directors and Working Group Chairpersons in complying with the antitrust laws, the Board will as a matter of policy furnish to each of such person copies of the Corporation's General Rules of Antitrust Compliance. The Corporation will also make available general legal advice as to the manner in which the antitrust laws may apply to the activities of the Corporation or to any Working Group thereof.

Any violation of the General Rules of Antitrust Compliance or of this Article shall make the violator subject to immediate suspension from membership in the Corporation and immediate removal from any office held by an official representative violating such rules or this Article.

ARTICLE XIV OFFICE AND BOOKS

Section 1. Office. The office of the Corporation shall be located at such place as the Board may from time to time determine.

Section 2. Books. There shall be kept at the office of the Corporation correct books of account of the activities and transactions of the Corporation, including a minute book, which shall contain a copy of the certificates of incorporation, a copy of these Bylaws, and all minutes of the meetings of the Board.

ARTICLE XV CORPORATION SEAL

The Board may adopt, use, and alter a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

ARTICLE XVI FISCAL YEAR

The fiscal year of the Corporation shall end on December 31st of each year or at

such other date as the Board may determine.

ARTICLE XVII INDEMNIFICATION

The Board may, in its sole discretion, allow the Corporation to, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person or such person's testator or in testate was a director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

ARTICLE XVIII AMENDMENTS

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted, by unanimous approval of the entire Board of Directors.

ARTICLE XIX INTELLECTUAL PROPERTY

The Corporation shall have the right to acquire, own and develop any interest in trademarks, copyrights and other non-patent intellectual property connected with or incidental to, the affairs of the Corporation.

ARTICLE XX CONSTRUCTION AND TERMS

If there is any conflict between the provisions of these Bylaws and the Certificate of Incorporation of the Corporation, the provisions of the Certificate of Incorporation shall govern. If there is any conflict between the provisions of a Membership Agreement and these Bylaws, the provisions of these Bylaws shall govern. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding. These Bylaws have been prepared in the English language and the English

language shall be the official language of the Corporation.

ARTICLE XXI NOTICE

Section 1. Written Notice. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or Member, such notice shall be in writing and shall be given in person or by mail to such director or Member. If mailed, such notice shall be addressed to such director or Member at his or her or its address as it appears on the records of the Corporation, with postage thereon prepaid, and shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors or Members may also be given by telegram, electronic mail, telex or facsimile transmission.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing and signed (either manually or electronically, in accordance with applicable law), signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.