

# Uptane

## Uptane Alliance Bylaws

v1.0

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An unincorporated association operating as a Program of the IEEE Industry Standards and Technology Organization (“ISTO”)

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ARTICLE 1  
DEFINITIONS

**DEFINITIONS**

**Board of Directors or Board** shall mean the Board of Directors of Organization.

**Certification Authority** means an organization that validates a products adherence to a standard.

**Certified Product** means those products that meet or exceed a minimum specified set of criteria as set by a Certification Authority.

**Certification Markings** means graphics or other materials that may be used for marketing purposes by Member organizations that have products which have been certified by the Certification Authority.

**Change of Control** means a change in ownership or control of Member effected through any of the following transactions: (a) a merger, consolidation or reorganization approved by Member's equity holders, unless securities representing more than sixty percent (60%) of the total combined voting power of the voting securities of the successor entity are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned Member's outstanding voting securities immediately prior to such transaction; (b) any transfer or other disposition of all or substantially all of Member's assets; or (c) the acquisition, directly or indirectly, by any person or related group of persons (other than Member or any Subsidiary of Member or any person currently owning, beneficially or of record, equity securities of Member), of beneficial ownership (within the meaning or Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of securities possessing more than forty percent (40%) of the total combined voting power of Member's outstanding securities.

**Committee** means a group of Members as designated by the Board of Directors to carry out certain responsibilities on behalf of the Organization, pursuant to these bylaws.

**Committee Chairperson** means the individual serving as the leader of a given Committee and is responsible for presenting draft and final versions of work products created by the Committee.

**Consensus** means the lack of a sustained objection to the issue under consideration.

**Founder** means all Members of the Organization who so qualify.

**Member** means a general reference to all entities who have so qualified for such classifications pursuant to the relevant provisions in these Bylaws.

**Membership Agreement** means the Organization's Membership Agreement, as in effect and amended from time to time.

**Organization** means the Uptane Alliance

**Person** means any individual, corporation, partnership, joint venture, trust, Limited Liability Company, business association, governmental entity or other entity.

**Quorum** means more than fifty percent (50%) of the Members in Good Standing of the applicable group (i.e. the Board of Directors, Committee, or other group established by the Organization) are present, either in person, by telephone or by such other means as may be prescribed by such group or by these Bylaws.

**Subsidiary** of a Member means a Person: (a) more than fifty percent (50%) of whose (a) outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) or (b) if the Person does not have outstanding shares or securities, other ownership interest (representing the right to make the decisions for such Person) are, now or thereafter, owned or controlled, directly or indirectly, by such Member, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such percentage of ownership or interest remains more than fifty percent (50%).

**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.

## ARTICLE 2

### OFFICES

#### **SECTION 2.1 PRINCIPAL OFFICE**

A principal office of the Organization will be created to perform administrative and operational functions for the Organization and will be located at 445 Hoes Lane Piscataway, NJ 08854.

**SECTION 2.2 CHANGE OF ADDRESS**

The location of the Organization's principal office may be changed from time to time by the Board, which change of address shall be effective upon written notice to all Members.

**SECTION 2.3 OTHER OFFICES**

The Organization may also have offices at such other places as its business and activities may require, and as the Board may, from time to time, designate.

ARTICLE 3  
PURPOSE

**SECTION 3.1 PURPOSE**

The Uptane Alliance is being established to standardize the Uptane open-source software for the security of software updates for the automotive industry.

**SECTION 3.2 DURATION**

The duration of the Organization shall be perpetual, but may be dissolved at any time upon a unanimous vote of the Board.

ARTICLE 4  
ANTITRUST GUIDELINES

**SECTION 4.1 COMPLIANCE WITH ANTITRUST LAWS**

The Organization is not intended to 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 Organization 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 organization to be guided by this policy of strict compliance with the antitrust laws in all of the organization's activities. It shall be the special responsibility of the Organizations officers and Committee chairpersons to ensure that

this policy is known and adhered to in the course of activities pursued under their leadership.

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

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 Organization and immediate removal from any office held by an official representative violating such rules or this Article.

## ARTICLE 5 BOARD OF DIRECTORS

### **SECTION 5.1 NUMBER**

The Board shall initially consist of one (3) representative of each of the Founders, with at least 3 initial Founders being required to carry out the duties specified within these Bylaws.

The total number of Board seats shall not exceed 6. 3 of these Board positions are provided for founding Board Members. The 3 remaining Board positions are to be filled by elected Board members.

Additional Board seats may be established, upon approval of the Board, and shall be filled in accordance with the procedures set forth below.

### **SECTION 5.2 ENLARGEMENT OR REDUCTION**

The number of Directors, the persons eligible to become Directors and the classes of Members eligible to appoint, elect and/or nominate Directors may be amended at any time by a Majority Vote of the Board.

## ARTICLE 6 **SECTION 5.3 FOUNDING BOARD MEMBERS**

Founding Board members will have a persistent seat on the Board for as long as the founding Member is considered a Member in Good Standing. Other than yearly membership dues, there will be no other fees incurred by founding Members for their Board positions.



Founding Board members seats are only available until the 3 founding Board seats have been filled.

If a founding Member chooses to end its membership with the Organization, the Member's founding Board seat will become available as an elected Board member seat.

#### **ARTICLE 7 SECTION 5.4 ELECTED BOARD MEMBERS**

Elected Board members must become a member of the Uptane Alliance to serve and are elected to the position by the existing Board of Directors by a majority vote of the Board.

Elected Board members will serve perpetually until the time of their resignation, removal, death, and/or change of control of their member company.

#### **ARTICLE 8 SECTION 5.5 POWERS; VOTING**

The business and affairs of the Uptane Alliance shall be managed by its Board. The Board may exercise all powers of the Uptane Alliance and do all such lawful acts and things as are not by statute or by these bylaws directed or required to be exercised or done by the members.

#### **ARTICLE 9 BOARD DUTIES**

It shall be the duty of the Board to:

- a) Perform any and all duties imposed on them collectively or individually by law, or by these Bylaws;
- b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Organization;
- c) Supervise all officers, agents and employees of the Organization to assure that their duties are performed properly;
- d) Meet at such times and places as required by these Bylaws;
- e) Register their addresses with the Executive Director of the Organization;
- f) Elect annually a Chairman to preside over the Board meetings or to take such action as may be agreed upon by the Board);

- g) Form, supervise, and dissolve Committees), as appropriate to conduct the work of the Organization;
- h) Resolve issues that are brought forward to the Board by Committees;
- i) Consider for approval or rejection any public statement, press release or similar public materials concerning the business and technical activities of the Organization prior to making such materials public;
- j) Consider for approval or rejection the Organization's annual budget as submitted by the Executive Director. If the annual budget is not approved at the start of each calendar year, the Organization shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;
- k) Establish or revise membership classes and the rights and privileges of the various classes of Members;
- l) Establish annual dues for the various classes of Members and determine the rights, privileges and obligations for each class of Member not otherwise stated in these Bylaws;
- m) Make a yearly evaluation of the Organization's fulfillment of its purpose and the need to continue the existence of the Organization going forward;
- n) Adopt and modify the Bylaws;
- o) Adopt procedures to govern operations of Committees
- p) Adopt and modify the Membership Agreement and its Attachments
- q) Have the right to withdraw from the ISTO, or otherwise terminate the Organization's agreement with the ISTO and define an alternative organizational structure;
- r) Ensure secretariat functions are sufficiently staffed, supported and performed; and
- s) Other responsibilities as specified and approved by the Board.

**ARTICLE 10 SECTION 5.6 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS**

- a) **Qualification:** Directors shall be employees of a Member organization. No Member or Member's subsidiary may have more than one (1) representative elected to the Board. At the first time that a Member representative is seated

on the Board, and annually thereafter, as of the date of the Annual Meeting of the Organization and as a condition of its representative assuming his or her seat on the Board that Member shall pay to the Organization membership dues then in effect as established by the Board.

- b) **Alternates:** As an option, each Member represented on the Board may also appoint an alternate representative to serve on the Board on a temporary basis should its elected representative become unavailable. A represented Member must provide written notice to the Board of its choice of alternate. Even if an elected representative to the Board is present, that Director's alternate representative may also attend meetings of the Board, but in a nonvoting capacity. A represented Member, by providing written notice to the Board, may replace that Member's elected representative to the Board at any time either with its designated alternate representative or another designated representative of the Member.
- c) **Vote of No-Confidence:** Any Board member may call for a special vote of no-confidence concerning any representative of a Board member. Such vote of no-confidence shall be taken as soon as possible after the request. If the Board approves a vote of no-confidence regarding a Founder Board representative, that Board member shall immediately withdraw its representative from the Board and replace such person with another representative. This special vote of no-confidence provision shall not become effective and applicable until one (1) year after the establishment of the Organization.
- d) **Nomination and Election:** Any open positions for established seats on the Board shall be filled via election by the Board.

#### **ARTICLE 11 SECTION 5.7 CHAIRMAN OF THE BOARD**

The first Chairman of the Board shall be elected from among the Directors. At each Annual Meeting thereafter of the Board, the members of the Board shall elect from among the Directors a Chairman of the Board. The Chairperson for Board chairman will be nominated and elected at each Annual Meeting thereafter of the Board of Directors. The Chairperson shall have ultimate authority with regard to the conduct of meetings of the Board of Directors.

#### **ARTICLE 12 SECTION 5.8 NONLIABILITY OF DIRECTORS**

Directors and Members with an employee serving as a Director shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

**ARTICLE 13 SECTION 5.9 COMPENSATION**

Directors shall serve without compensation by the Organization.

Nothing contained herein shall be construed to preclude any Director from serving the Organization in any other capacity as an officer, agent, employee, or otherwise and receiving compensation there from so long as such compensation is approved by two-thirds (2/3) of the disinterested Directors. As used herein, the term "disinterested Directors" shall mean Directors not seeking compensation for such services, or whose Member organization is not seeking compensation for such services.

**ARTICLE 14  
MEETINGS****ARTICLE 15 SECTION 6.0 ORGANIZATION OF MEETINGS**

Meetings of the Board shall be presided over by the Chairman of the Board or in his or her absence, by an acting Chairman approved by the Board. The Secretary of the Organization, or if the Secretary shall be absent from any such meeting, any person appointed by the Chairman or acting Chairman, shall act as secretary of all meetings of the Board and keep the minutes thereof.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with these Bylaws, or with provisions of law.

**SECTION 15.1 PLACE OF MEETINGS**

Board meetings shall be held at places and times as may be approved by the Board. Meetings may be held in person or by any combination of audio, teleconferencing, or videoconferencing techniques, so long as all persons participating in such meeting can hear one another during such meeting.

**SECTION 15.2 ANNUAL MEETING AND REGULAR MEETINGS**

The Annual Meeting of the Board shall be held each calendar year, the time and place of which shall be determined by the Board, for the transaction of any business placed on the agenda by the Board. The appointment of the new members of the Board, if any, shall be completed at or before such annual meeting.

**REGULAR MEETINGS**

Regular meetings of the Board may be held as shall from time to time be determined by the Board and in compliance with General Corporation Law of Delaware. The time and place of Regular Meetings will be determined by the Board. Regular Meetings may be face to face, physical meetings or virtual meetings via teleconference and /or other technologies.

Regular meetings require thirty business days' notice to each Director, either personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to his or her business or home address, or thirty business days' notice by written notice deposited in the mail, shall be given to each Director by the Secretary, by the Officer, or one of the Directors calling the meeting. A notice, waiver of notice, or any waiver by electronic transmission of a meeting of the Board need not specify the purpose(s) of the meeting.

### **SECTION 15.3 SPECIAL MEETINGS**

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

### **SECTION 15.4 NOTICE OF MEETINGS**

The Secretary and/or Chairperson will provide notice of all Board meetings via electronic mail to the Directors at the electronic mail address as it appears on the records of the Organization. The notice will identify the day, time and place of the meeting, the purpose or agenda for the meeting, and all potential actions to be undertaken by the Board at the meeting.

### **SECTION 15.5 QUORUM FOR MEETINGS**

At all meetings of the Board a simple majority of Directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of such Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by Delaware law or these Bylaws. In the absence of a continued Quorum at any meeting of the Board already in progress, a majority of the Directors present shall have the option to adjourn the meeting or continue the meeting but not transact any business of the Board during that meeting.

Robert's Rules of Order shall be the preferred method for conducting Board meetings and rendering decisions among voting Board Directors.

#### **SECTION 15.6           GOOD STANDING**

A member of the Board shall be deemed to be in Good Standing if the Member is current in all membership dues assessed and the Member's representative or alternate representative has attended (in person or telephonically) a minimum of two (2) of the last four (4) Board meetings (if there have been at least four meetings), unless such absence has been approved in his or her reasonable discretion.

#### **SECTION 15.7           BOARD ACTION**

Each Board member shall have one (1) vote on each matter submitted to a vote by the Board. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, or by electronic ballot if held by electronic means, unless otherwise required.

For general actions not described in (a) or (b) 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.

- a) The following actions must be approved by two-thirds (2/3) of the Board members in Good Standing:
  - i. Adopting or recommending to the Members an agreement of merger or consolidation;
  - ii. Approving or recommending to the Members the sale, lease or exchange of all or substantially all of the Uptane Alliance's property and assets
  - iii. Removing a Director for cause
  - iv. Chartering or amending the charter of any Committee/Work Group, establishing rules of governance, voting and/or veto rights, procedure or guidance to or for Committees/Work Groups or terminating Committees/Work Groups
  - v. Requiring the expenditure in excess of USD \$5,000 over budgeted amounts
  - vi. Approving annual dues and budget

- vii. Terminating a Member's Membership Agreement in accordance with its terms
  - viii. Appointing or removing a Chairperson of a Committee
  - ix. Granting to a Non-Member access to, or the receipt of copies of, Organization created Specifications
  - x. Any other action not described in section (b) 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)
  - xi. Adopting an Organization Specification
  - xii. Approving or modifying the Membership Agreement, the Bylaws and/or the IPR Policy, if any exists
  - xiii. 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
  - xiv. Enforcing a copyright owned by the Organization
- b) The following actions 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.
- i. Changing the name of the Organization
  - ii. Dissolving the organization
  - iii. Causing a substantial change in the Scope of the Organization

#### **SECTION 15.8 BOARD ACTIONS WITHOUT A MEETING**

Unless otherwise restricted by these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting and without prior notice if all Directors then in office, or Members of such Board Committee consent thereto in writing or by electronic transmission, and the writing or writings, or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board, provided that such written consent or electronic transmission shall have been sent simultaneously to all Directors then in office for their consideration.

Notwithstanding the foregoing, the ability of one or more non-consenting Directors to prevent the taking of an action by written consent above shall not prevent any such action from being taken at a later date at an actual meeting of the Board.

#### **SECTION 15.9            cONFIDENTIALITY OF BOARD PROCEEDINGS**

Persons other than Board members, the Executive Director, and Secretary 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 Organization's Members.

#### **SECTION 15.10            VOTING MEMBER OF ISTO**

All Directors shall have voting rights for ISTO elections unless the Board takes action to remove the Organization from the ISTO. The Board shall appoint a representative to serve on the ISTO nominating committee on behalf of the Organization.

### **ARTICLE 16** **OFFICERS**

#### **SECTION 16.1            DESIGNATION OF OFFICERS**

The officers of the Organization shall include the Chairman of the Board, a Secretary, and a Treasurer. The Organization may also have such other officers with such titles as may be determined from time to time by the Board of Directors. 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.

#### **SECTION 16.2            ELECTION AND TERM OF OFFICE**

Officers shall be elected from time to time by the Board and each officer shall hold office until he or she dies, resigns, or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. All officers of the Organization shall be elected or appointed by a majority vote of a Quorum of the Board.



**SECTION 16.3            REMOVAL AND RESIGNATION**

The Board may remove any officer from his or her elected office, either with or without cause, at any time. An officer who is also an employee of a Member shall automatically be removed if the employer of the officer terminates its membership in the Organization or if the representative ceases to be an employee of the Member. Any officer may resign at any time by giving written notice to the Secretary with a copy to the Chairman of the Board of the Organization. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract that has been approved by the Board of Directors relating to the employment of any officer of the Organization.

**SECTION 16.4            VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board. In the event of a vacancy in any office, such vacancy may be filled temporarily by appointment by the Chairman until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

Any vacancy by an officer who is also a Director shall be filled by the Board. The replacement Director shall not assume the office of the Director he or she replaces unless he or she is elected by the Board to that office.

**SECTION 16.5            DUTIES OF SECRETARY**

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary under the General Corporation Law of Delaware:

- a) Certify and keep at the principal office of the Organization the original, or a copy, of these Bylaws as amended or otherwise altered to date.
- b) Keep at the principal office of the Organization meeting minutes
- c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.
- d) Be custodian of the records of the Organization.
- e) Keep at the principal office of the Organization a membership book containing the name and address of each and any Members, and, in the case where any

membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

- f) Exhibit at all reasonable times to any Member of the Organization, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings, including Board Minutes, of the Members of the Organization.
- g) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

#### **SECTION 16.6 DUTIES OF TREASURER**

The Board may appoint ISTO, or an accounting services firm, to assist the Treasurer in performing the Treasurer's duties and to perform such other duties as the Treasurer may delegate.

The Treasurer shall:

- a) Have charge and custody of, and be responsible for, all funds and securities of the Organization, and deposit all such funds in the name of the Organization in such banks, trust companies, or other depositories as shall be selected by the Board.
- b) Receive, and give receipt for, monies due and payable to the Organization from any source whatsoever.
- c) Disburse or cause to be disbursed, the funds of the Organization as may be directed by the Board, taking proper vouchers for such disbursements.
- d) Keep and maintain adequate and correct accounts of the Organization's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- e) Exhibit at all reasonable times the books of account and financial records to any Director of the Organization, or to his or her agent or attorney, on request therefore.
- f) Render to the Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Organization.
- g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

- h) Ensure that a financial audit of the Organization is performed annually, either as part of the overall ISTO audit or as a separate audit. Maintain the records of such audits and provide a notice the Board of the results of the audit.
- i) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

#### **SECTION 16.7            COMPENSATION**

The officers shall serve without compensation by the Organization, unless the Board authorizes compensation.

#### **SECTION 16.8            NONLIABILITY OF OFFICERS**

Officers and Members with an employee serving as an Officer shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

### ARTICLE 17 EXECUTIVE DIRECTOR

#### **SECTION 17.1            DUTIES OF THE EXECUTIVE DIRECTOR**

The Board may appoint an Executive Director to manage the business affairs of the Organization on a daily basis. The Executive Director shall report to the Board and shall be subject to the oversight of the Board. The Executive Director of the Organization shall perform such undertakings as are necessary to manage the daily needs of the Organization, including:

- a) Schedule and set up meetings.
- b) Facilitate communication between Members.
- c) Act as the liaison to other consortia or associations with which the Organization may choose to associate.
- d) Provide Members with timely minutes, summaries and other reports with respect to the activities of the Organization as may be prepared by the Secretary or the Executive Director.
- e) Receive and process Membership Agreements and execute them on behalf of the Organization.

- f) In general, perform all duties incident to the office of Executive Director and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.
- g) The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the Organization, and ensures compliance with terms and conditions of this Agreement and of the financial policy as specified for the Organization at the time.

## ARTICLE 18 USE OF NAME

### **SECTION 18.1            NAME**

The Uptane Alliance is the selected Name of this Organization. The Board may select a new Name in accordance with these Bylaws. The Board will send reasonable advance notice to all of the Members prior to the adoption of any new Name.

### **SECTION 18.2            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 Organization website and (2) assign it to the Organization upon request of the Board.

### **SECTION 18.3            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 18.4            REQUIRED USE OF THE NAME**

The Members agree that when they refer to any Organization Specifications or Services, they will use the Name or use some other means to accurately describe the Organization 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 18.5                    LIMITATIONS ON THE USE OF THE NAME**

The Members agree that they will use the Name only for the limited purpose of promoting the 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 19**  
**COMMITTEES AND WORK GROUPS**

**SECTION 19.1                    COMMITTEES AND WORK GROUPS**

The Board may designate and terminate Committees and Work Groups in accordance with these Bylaws. Such Committees or Work Groups shall have such rights and obligations as may be determined from time to time by resolution adopted by the Board.

**SECTION 19.2                    COMMITTEE MEMBERS**

Member representatives on Committees or Work 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 Committees or Work Groups.

The Board shall appoint or remove Chairpersons of Committees or Work Groups in accordance with these Bylaws.

**SECTION 19.3                    COMMITTEE/WORK GROUP PROCEDURES, RULES AND REGULATIONS**

Each Committee/Work Group may establish its own charter, setting forth procedures, rules and regulations for its conduct. Such charter shall be subject to approval by the Board. Such charter 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 Committee or Work Group or by any resolution or action by the Board, the rules of procedure for the Board shall govern the procedure of such Committee/Work Group. Committee/Work Group actions shall require a simple majority of the members of a Committee/Work Group unless otherwise specified in any resolution or action by the Board.

**SECTION 19.4 MEETINGS OF COMMITTEES OR WORK GROUP**

Each Committee/Work Group shall keep regular records of its meetings. Committees/Work Groups shall transmit such meeting minutes to the Board or Secretary when required. The Secretary shall keep a book of Committee/Work Group meeting minutes in accordance with these bylaws if applicable. Committee/Work Group meetings may be done in person, via the telephone or the Internet or other means as agreed to by the Committee/Work Group members.

**SECTION 19.5 PUBLICATION OF COMMITTEE OR WORK GROUP MATERIALS**

All written materials finally approved by a standing or other Committee/Work Group of the Board, and accepted by the Board, as necessary, shall be made available for inspection by any member of such Committee/Work Group.

**ARTICLE 20****EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS****SECTION 20.1 EXECUTION OF INSTRUMENTS**

The Board, except as otherwise provided in these Bylaws, may by resolution authorize the ISTO as agent of the Organization to enter into or sign any contract, bill, note, receipt, acceptance, endorsement, check, release, document, or to execute and deliver any instrument in the name of and on behalf of the Organization, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Organization by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**SECTION 20.2 CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Organization with a value of less than Fifty Thousand Dollars (USD \$50,000) cumulative in any quarterly period may be signed by the ISTO upon written request from the Chairman, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (USD \$50,000) shall require a special resolution of the Board.

**SECTION 20.3 DEPOSITS**

All funds of the Organization shall be deposited from time to time to the credit of the Organization in such banks, trust companies, or other depositories as the Board may select.

ARTICLE 21  
RECORDS AND REPORTS

**SECTION 21.1 MAINTENANCE OF RECORDS**

The Organization shall keep at its principal office and in digital copy:

- a) Minutes of all meetings of the Board and all meetings of Committees, recording therein the time and place of holding such meetings, whether regular or special, the names of those present or represented at the meeting, and the proceedings thereof, including ballots;
- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c) A record of its Members, indicating their names and addresses and, if applicable, the class of membership held by each Member and the effective date and termination date, if applicable, of any membership;
- d) A copy of the Organization's Bylaws and Membership Agreement as amended to date;

The foregoing records shall be open to inspection by the Members of the Organization at all reasonable times during office hours.

**SECTION 21.2 INSPECTION RIGHTS**

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Organization and shall have such other rights to inspect the books, records and properties of this Organization as may be required under the Bylaws and provisions of law.

**SECTION 21.3            RIGHT TO COPY AND MAKE EXTRACTS**

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

**SECTION 21.4            PERIODIC REPORT**

The Board may cause any annual or periodic report to be so prepared and delivered within the time limits set by the Board.

ARTICLE 22  
AMENDMENT OF BYLAWS OR MEMBERSHIP AGREEMENT

Except where otherwise provided for in individual Articles herein, these Bylaws and any Attachments, the Membership Agreement and any Attachments, or any of them, may only be altered, amended, or repealed, and new Bylaws or Membership Agreement terms adopted, upon a supermajority or two thirds approval of the Board.

ARTICLE 23  
SEPARABILITY

In case any provision in these Bylaws shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 24  
MEMBERSHIP PROVISIONS

**SECTION 24.1            DETERMINATION, RIGHTS AND OBLIGATIONS OF MEMBERS**

The Organization shall have such classes of membership as set forth in these Bylaws. No Member shall hold more than one (1) membership in the Organization. A Member and any of its Subsidiaries that are Members shall be deemed one (1) Member.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the Members of the Organization and other documents as may be approved by the Board, and access to the general Member portions of the Organization's website.



All Members must abide by the Bylaws of the Organization, the Membership Agreement, any policies, guidelines or procedures adopted by the Board, and the Bylaws of ISTO.

#### **SECTION 24.2 QUALIFICATIONS FOR MEMBERSHIP**

The qualifications for membership in this Organization are as follows:

Any Person supportive of the Organization's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and who meets the membership criteria and pays the annual dues defined in the Organization's Membership Agreement.

#### **SECTION 24.3 ADMISSION TO MEMBERSHIP**

Qualified applicants shall be admitted to membership upon affirmation of the Bylaws, the execution of a Membership Agreement and any relevant Attachments, payment of the applicable annual dues, and approval of the Board of Directors.

#### **SECTION 24.4 FEES AND DUES**

The annual dues payable to the Organization by each class of Members shall be established and may be changed from time to time by resolution of the Board. Initial dues shall be due and payable upon the Member's execution of the Membership Agreement and approval by the Board. Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If any Member is ninety (90) days delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Organization until all delinquent dues are paid.

#### **SECTION 24.5 NUMBER OF MEMBERS**

There is no limit on the number of Members the Organization may admit.

#### **SECTION 24.6 MEMBERSHIP ROLL**

The Organization shall keep a membership roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member organization who shall serve as a primary contact for the Organization, receive all correspondence and information, and vote on all issues submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership. Membership in the Organization is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties.

**SECTION 24.7 NONLIABILITY OF MEMBERS**

No Member of this Organization, as such, shall be individually liable for the debts, liabilities, or obligations of the Organization.

**SECTION 24.8 NONTRANSFERABILITY OF MEMBERSHIPS**

Memberships shall be non-transferable, non-salable and non-assignable, except that any Member may transfer its Membership for the then current year to a successor to substantially all of its business and/or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by these Bylaws, the Certificate of Incorporation and such policies and procedures as the Board may from time to time adopt, including, but not limited to the Intellectual Property Rights Policy.

**SECTION 24.9 TERMINATION OF MEMBERSHIP**

Any Member may be suspended from Membership or have its Membership terminated by the Board for failure to satisfy its Membership Obligations or for engaging in any conduct, either within or without the Uptane Alliance that is contrary to the Purposes of the Uptane Alliance. Financial Obligations already paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable.

Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination shall be effective ninety (90) days after the invoice due date and with the required 2/3 approval of the Board. Member may also be terminated due to dissolution of the member organization and/or in response to a written request/confirmation to terminate their membership in the organization.

Except as provided in the Membership Agreement, all rights of a Member in the Organization shall cease on termination of membership as herein provided. A Member terminated from the Organization shall not receive any refund of dues already paid for the current dues period.

ARTICLE 25  
MEETINGS OF MEMBERS

**SECTION 25.1 PLACE OF MEETINGS**

Meetings of Members shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. At the discretion of the

Board, meetings may be held in person or by any combination of audio, teleconferencing, or videoconferencing techniques.

#### **SECTION 25.2 NOTICE OF MEETINGS**

Unless otherwise provided by the Bylaws, or provisions of law, notice stating the place, day and hour of the Members' meeting shall be provided not less than thirty (30) days in advance thereof for Regular Member Meetings and not less than fourteen (14) days in advance thereof for Special Member Meetings.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Organization.

Whenever any notice of a meeting is required to be given to any Member of this Organization under these Bylaws, 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.

#### **SECTION 25.3 MEMBER ACTION**

Member actions and decisions shall be advisory in nature only and shall not be binding upon the Board. Each Member shall have one (1) vote on each matter submitted to a vote by the Members.

#### **SECTION 25.4 MEMBER ACTION AT MEETINGS**

Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing techniques, unless otherwise required. Results of all Board voting shall be distributed to all Members by the Executive Director within thirty (30) days of each ballot.

#### **SECTION 25.5 ACTION BY WRITTEN BALLOT**

Except as otherwise provided under Bylaws, or provisions of law, any action which may be taken at any meeting of Members may also be taken without a meeting or in conjunction with a meeting if the Organization distributes a written ballot to each Member entitled to a vote.

Ballots shall be mailed or delivered in the same manner required for giving notice of membership meetings as specified in these Bylaws.

#### **SECTION 25.6 CONDUCT OF MEETINGS**

Meetings of Members shall be presided over by the Chairman of the Organization or, in his or her absence by a Board Member designated by the Board. The Secretary of the

Organization shall act as Secretary of all meetings of Members. In the absence of the Secretary, the presiding officer shall appoint another person to act as Secretary for that meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with these Bylaws, or with provisions of law.

## ARTICLE 26 MEMBERSHIP CLASSIFICATIONS

### **SECTION 26.1          Co-FOUNDERS**

The Organization shall have up to a maximum of 3 Co-Founders. A Co-Founder must be a corporation, partnership, joint venture, trust, Limited Liability Company, business association, governmental entity or other entity. All Co-Founders must execute a Membership Agreement and any relevant Attachments thereto and pay the membership dues called for in the Schedule of Fees and Dues. All Co-Founders shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Co-Founders shall be granted the specific additional rights stated in this Section and shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Co-Founders who remain in good standing are:

- a) to be a permanent member of the Board as long as they choose and maintain good standing per the requirements of the Membership Agreement and Bylaws;
- b) to be listed (with a hyperlink to the Co-Founder's web site) as a Co-Founder on the Organization's website;
- c) to access any "Co-Founders only", and "Members only" discussion groups and the Organization's mailing lists (subject to any privacy policy that the Organization may adopt);
- d) to serve as chair of any Committee/Work Group subject to any procedures for that Committee/Work Group;
- e) to participate in the activities of any Committee/Work Group subject to any procedures for that Committee/Work Group;
- f) to be listed as a Co-Founder in all press releases of the Organization.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Co-Founders may be entitled.

**SECTION 26.2            GENERAL MEMBERSHIP LEVELS**

Members signing up at a higher level of commitment to the Organization receive all benefits of that level plus all benefits of levels lower than the level selected.

**a) Board Member**

- i. Voting member for membership votes and board votes
- ii. Access to knowledge of activities and work-product
- iii. Access to all standards and documents
- iv. Ability to participate or chair committees or working groups

**b) Contributor Member**

- i. Access to knowledge of activities and work-product
- ii. Access to all finalized standards and documents
- iii. Ability to participate on committees or working groups

**Uptane Bylaws Revision History**

<b>Date</b>	<b>Version</b>	<b>Revision</b>	<b>Author</b>
July 2018	V1.0		



