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Short Form Return of Organization Exempt From Income Tax

OMB No 1545-1150

2009

Open to Public Inspection

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds and controlling organizations as defined in section 512(b)(13) must file Form 990. All other organizations with gross receipts less than \$500,000 and total assets less than \$1,250,000 at the end of the year may use this form.
▶ *The organization may have to use a copy of this return to satisfy state reporting requirements.*

A For the **2009** calendar year, or tax year beginning **MAR 12, 2009** and ending **DEC 31, 2009**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input checked="" type="checkbox"/> Application pending	Please use IRS label or print or type. See Specific Instructions.	C Name of organization DASH7 ALLIANCE, INC. Number and street (or P.O. box, if mail is not delivered to street address) Room/suite 2400 CAMINO RAMON 375 City or town, state or country, and ZIP + 4 SAN RAMON, CA 94583	D Employer identification number 80-0380504 E Telephone number 925-275-6638 F Group Exemption Number ▶
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• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ). **G** Accounting method: Cash Accrual Other (specify) ▶

I Website: ▶ **HTTP://WWW.DASH7.ORG/** **H** Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

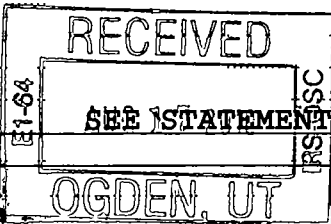
J Tax-exempt status (check only one) — 501(c) (**6**) ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A Form 990-EZ or Form 990 return is not required, but if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts; if \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ **25,815.**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions for Part I.)

	1 Contributions, gifts, grants, and similar amounts received		
	2 Program service revenue including government fees and contracts		
	3 Membership dues and assessments		25,815.
	4 Investment income		
Revenue	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6 Special events and activities (complete applicable parts of Schedule G). If any amount is from gaming, check here <input type="checkbox"/>		
	a Gross revenue (not including \$ _____ of contributions reported on line 1)	6a	
	b Less: direct expenses other than fundraising expenses	6b	
	c Net income or (loss) from special events and activities (Subtract line 6b from line 6a)	6c	
	7a Gross sales of inventory, less returns and allowances	7a	
	b Less: cost of goods sold	7b	
	c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	
	8 Other revenue (describe ▶ _____)	8	
	9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6c, 7c, and 8	9	25,815.
Net Assets	10 Grants and similar amounts paid (attach schedule)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	
	13 Professional fees and other payments to independent contractors	13	85,411.
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe ▶ _____)	16	116,620.
	17 Total expenses. Add lines 10 through 16	17	202,031.
	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	<176,216.>
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	0.
	20 Other changes in net assets or fund balances (attach explanation)	20	
21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	<176,216.>	



Part II Balance Sheets. If Total assets on line 25, column (B) are \$1,250,000 or more, file Form 990 instead of Form 990-EZ. (See the instructions for Part II.)

	(A) Beginning of year		(B) End of year
22 Cash, savings, and investments	0.	22	15,182.
23 Land and buildings		23	
24 Other assets (describe ▶ _____)		24	
25 Total assets	0.	25	15,182.
26 Total liabilities (describe ▶ SEE STATEMENT 2)	0.	26	191,398.
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	0.	27	<176,216.>

932171 02-08-10 LHA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Form **990-EZ** (2009)

Part V Other Information (Note the statement requirements in the instructions for Part V.)

		Yes	No
33	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity		X
34	Were any changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the changes		X
35	If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, attach a statement explaining why the organization did not report the income on Form 990-T.		
35a	a Did the organization have unrelated business gross income of \$1,000 or more or was it subject to section 6033(e) notice, reporting, and proxy tax requirements?		X
35b	b If "Yes," has it filed a tax return on Form 990-T for this year?	N/A	
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Sch. N		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a 0.		
37b	b Did the organization file Form 1120-POL for this year?		X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the period covered by this return?		X
38b	b If "Yes," complete Schedule L, Part II and enter the total amount involved	N/A	
39	Section 501(c)(7) organizations. Enter:		
39a	a Initiation fees and capital contributions included on line 9	N/A	
39b	b Gross receipts, included on line 9, for public use of club facilities	N/A	
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ <u>N/A</u> ; section 4912 ▶ <u>N/A</u> ; section 4955 ▶ <u>N/A</u>		
40b	b Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or is it aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	N/A	
40c	c Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ <u>N/A</u>		
40d	d Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶ <u>N/A</u>		
40e	e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T		X
41	List the states with which a copy of this return is filed. ▶ CA		
42a	The organization's books are in care of ▶ GLOBAL INVENTURES, INC. Telephone no. ▶ 925-275-6690 Located at ▶ 2400 CAMINO RAMON, SUITE 375, SAN RAMON, CA ZIP + 4 ▶ 94583		
42b	b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____		X
42c	c At any time during the calendar year, did the organization maintain an office outside of the U.S.? If "Yes," enter the name of the foreign country: ▶ _____		X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here ▶ <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43 N/A		
44	Did the organization maintain any donor advised funds? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
45	Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)? If "Yes," Form 990 must be completed instead of Form 990-EZ		X

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 46-49b and complete the tables for lines 50 and 51.

- | | | Yes | No |
|---|-----|-----|----|
| 46 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I | 46 | | |
| 47 Did the organization engage in lobbying activities? If "Yes," complete Schedule C, Part II | 47 | | |
| 48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E | 48 | | |
| 49a Did the organization make any transfers to an exempt non-charitable related organization? | 49a | | |
| b If "Yes," was the related organization a section 527 organization? | 49b | | |
- 50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
N/A				

- f Total number of other employees paid over \$100,000 ▶ _____
- 51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
N/A		

- d Total number of other independent contractors each receiving over \$100,000 ▶ _____

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Preparation of this return (if not an officer) is based on all information of which preparer has any knowledge.

Signature of officer: *[Signature]* Date: **AUG 10 2010**

DATRICK E BURNS, PRESIDENT

Type or print name and title

Paid Preparer's Use Only

Preparer's signature: *Mary Ann Cropper* Date: **07/30/10** Check if self-employed:

Firm's name (or yours if self-employed), address, and ZIP + 4: **CROPPER ACCOUNTANCY CORPORATION
2977 YGNACIO VALLEY ROAD, #460
WALNUT CREEK, CA 94598**

Preparer's identifying number (See instr.): _____

EIN: _____ Phone no.: **925-932-3860**

May the IRS discuss this return with the preparer shown above? See instructions ▶ Yes No

FORM 990-EZ OTHER EXPENSES STATEMENT 1

DESCRIPTION	AMOUNT
BOARD MEETINGS	8,944.
BRANDING/DESIGN/WRITING	20,500.
PUBLIC RELATIONS	59,705.
FOOD AND BEVERAGE	5,124.
SPACE RENTAL	3,357.
AV RENTAL	1,800.
SHOW SERVICES	5,000.
OTHER	2,440.
WEB MAINTENANCE	8,643.
TRAVEL	1,107.
TOTAL TO FORM 990-EZ, LINE 16	116,620.

FORM 990-EZ OTHER LIABILITIES STATEMENT 2

DESCRIPTION	BEG. OF YEAR	END OF YEAR
ACCOUNTS PAYABLE	0.	99,731.
DEFERRED REVENUE	0.	91,667.
TOTAL TO FORM 990-EZ, LINE 26	0.	191,398.

FORM 990-EZ

INFORMATION REGARDING TRANSFERS
ASSOCIATED WITH PERSONAL BENEFIT CONTRACTS

STATEMENT 3

A) DID THE ORGANIZATION, DURING THE YEAR, RECEIVE ANY FUNDS,
DIRECTLY OR INDIRECTLY, TO PAY PREMIUMS ON A PERSONAL
BENEFIT CONTRACT? [] YES [X] NO

B) DID THE ORGANIZATION, DURING THE YEAR, PAY PREMIUMS,
DIRECTLY OR INDIRECTLY, ON A PERSONAL BENEFIT CONTRACT? . . [] YES [X] NO

THE DASH7 ALLIANCE WAS FORMED TO ADVANCE THE USE OF DASH7 WIRELESS DATA TECHNOLOGY BY DEVELOPING EXTENSIONS TO THE ISO 18000-7 STANDARD, ENSURING INTEROPERABILITY AMONG DEVICES, AND EDUCATING THE MARKET ABOUT DASH7 TECHNOLOGY. MANUFACTURERS, SYSTEMS INTEGRATORS, DEVELOPERS, REGULATORS, ACADEMIA, AND END-USERS ALL WORK TOGETHER TO PROMOTE THE USE OF DASH7 TECHNOLOGY IN A WIDE ARRAY OF INDUSTRIES AND APPLICATIONS.

THE SPECIFIC PURPOSE OF THE DASH7 ALLIANCE IS TO FOSTER SPECIFICATIONS, STANDARDS, AND PROTOCOLS FOR RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEMS FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL APPLICATIONS. THE ALLIANCE'S EFFORTS MAY INCLUDE, BUT ARE NOT LIMITED TO PROMOTING AND ADOPTING INDUSTRY GUIDELINES, ESTABLISH INTEROPERABILITY, AND IMPROVING MARKET CONDITIONS IN THE CONTROL INDUSTRY AND RELATED AREAS THROUGH OTHER PROGRAMS.

FORM 990-EZ

OTHER PROGRAM SERVICES

STATEMENT 5

DESCRIPTION

GRANTS

EXPENSES

INDUSTRY COMMUNICATIONS-

(1)INTERNATIONAL SEMINARS IN CHINA, KOREA, JAPAN, EU, AND THE AMERICAS

(2) IMPLEMENTATION OF BLOG, SOCIAL MEDIA AND NEWSLETTERS FOR INDUSTRY EDUCATION

(3) PRODUCE AND DISPLAY FOR DOWNLOAD SIX WHITE PAPERS ON DASH7 TECHNOLOGY AND THE INDUSTRY

CREATION OF AN ADVISORY COMMUNITY TO INCLUDE NON-COMMERCIAL PARTICIPANTS LIKE UNIVERSITY AND GOVERNMENT REPRESENTATIVES

TOTAL TO FORM 990-EZ, LINE 31

Application for Extension of Time To File an Exempt Organization Return

▶ File a separate application for each return.

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box
- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form)

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868

Part I Automatic 3-Month Extension of Time. Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Electronic Filing (e-file). Generally, you can electronically file Form 8868 if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for a corporation required to file Form 990-T). However, you cannot file Form 8868 electronically if (1) you want the additional (not automatic) 3-month extension or (2) you file Forms 990-BL, 6069, or 8870, group returns, or a composite or consolidated Form 990-T. Instead, you must submit the fully completed and signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit www.irs.gov/efile and click on e-file for Charities & Nonprofits.

Type or print File by the due date for filing your return. See instructions	Name of Exempt Organization DASH7 ALLIANCE, INC.	Employer identification number 80-0380504
	Number, street, and room or suite no. If a P.O. box, see instructions 2400 CAMINO RAMON, NO. 375	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions SAN RAMON, CA 94583	

Check type of return to be filed (file a separate application for each return)

- | | | |
|---|--|------------------------------------|
| <input type="checkbox"/> Form 990 | <input type="checkbox"/> Form 990-T (corporation) | <input type="checkbox"/> Form 4720 |
| <input type="checkbox"/> Form 990-BL | <input type="checkbox"/> Form 990-T (sec 401(a) or 408(a) trust) | <input type="checkbox"/> Form 5227 |
| <input checked="" type="checkbox"/> Form 990-EZ | <input type="checkbox"/> Form 990-T (trust other than above) | <input type="checkbox"/> Form 6069 |
| <input type="checkbox"/> Form 990-PF | <input type="checkbox"/> Form 1041-A | <input type="checkbox"/> Form 8870 |

GLOBAL INVENTURES, INC.

• The books are in the care of ▶ **2400 CAMINO RAMON, SUITE 375 - SAN RAMON, CA 94583**
Telephone No. ▶ **925-275-6690** FAX No. ▶ **925-275-6691**

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____ . If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension will cover.

1 I request an automatic 3-month (6-months for a corporation required to file Form 990-T) extension of time until **AUGUST 15, 2010**, to file the exempt organization return for the organization named above. The extension is for the organization's return for calendar year _____ or tax year beginning **MAR 12, 2009**, and ending **DEC 31, 2009**.

2 If this tax year is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions	3a	\$	
b If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	
c Balance Due. Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions	3c	\$	N/A

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

CORPORATE BYLAWS

of

DASH7 Alliance

(a California nonprofit mutual benefit corporation)

“DASH7” is a trademark of the DASH7 Alliance

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CORPORATE BYLAWS

of

DASH7¹ ALLIANCE

(a California nonprofit mutual benefit corporation)

ARTICLE I **OFFICES**

1.1 Principal Office. The principal office for the transaction of the business of this Corporation (the "*Corporation*") is fixed and located at 2400 Camino Ramon, Suite 375, San Ramon, CA, USA 94583. The Board of Directors is hereby granted full power and authority to change the said principal office from one location to another.

1.2 Other Offices. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where this Corporation is qualified to do business.

ARTICLE II **PURPOSES**

2.1 Specific Purposes. The Corporation is a non-profit mutual benefit corporation formed to foster radio frequency identification ("*RFID*") standards and specifications.

The purposes for which the Corporation is organized are to:

(a) Foster the existence and the development of the DASH7 RFID protocol specification (based on ISO 18000-7) (the "*DASH7 Specification*") in order to benefit overall market conditions and the general state of the RFID industry and to foster interoperability of RFID-based products and technologies. It is the intent of the Corporation to facilitate the enhancement of RFID technology beyond its current capabilities and physical boundaries to enable the development of automation and control systems for a multitude of applications and environments.

(b) Once applicable, make appropriate submission of the specifications developed by the Corporation for such protocol standards to one or more established and rec-

¹ "DASH7" is a trademark of the DASH7 Alliance

ognized international or national agencies or bodies (such as, for purposes of illustration only and without limitation, the International Electrotechnical Commission (IEC) or the International Organization for Standardization (ISO)), and their national member bodies, for ratification, approval and adoption of such specifications as an official national or international standard by such agencies or bodies;

(c) Promote the ratification, approval and adoption of such specifications developed by the Corporation by such recognized national and international bodies, including their national member bodies, as an official standard of such established and recognized national and international bodies,

(d) Seek the identification of the Corporation, and the endorsement by such established and recognized national and international agencies and bodies of the Corporation, as the source of such standards;

(e) Provide a forum and environment whereby the Corporation's Members may meet to discuss and approve suggested revisions and enhancements that evolve the relevant specifications for protocol standards; and provide a forum whereby users may meet with developers and providers of related products and services to identify requirements for interoperability and general usability related to RFID technologies;

(f) Educate the business and consumer communities as to the value, benefits and applications for such interoperable consumer and commercial products and services through public statements, publications, trade shows demonstrations, seminar sponsorships and other programs established by the Corporation;

(g) Protect the needs of users and increase competition among vendors by supporting the creation and implementation of uniform conformance test procedures and processes to foster the interoperability of products and services;

(h) Maintain relationships and liaisons with national and international standardization or standard-setting bodies and agencies, educational institutions, government research institutes, other technology consortia, and other organizations that support and contribute to the development of the specifications and standards; and

(i) Foster competition in the development of new products and services based on specifications developed by the Corporation in conformance with all applicable anti-trust laws and regulations.

ARTICLE III

MEMBERSHIP

3.1 Classes of Membership. There shall be two classes of Members in the Corporation within the meaning of Section 5056 of the California Corporations Code, and such two classes of Members shall be known as (i) "*Charter Members*" and (ii) "*Principal Member*", respectively. Charter Members and Principal Members shall be collectively referred to in these Bylaws as "*Members*".

3.2 Associates. The Corporation may, pursuant to resolutions adopted by the Board of Directors from time to time, create one or more classes of non-member participants of the Corporation (collectively, "*Associates*"). Associates shall have only those rights and privileges specifically granted to them by the resolutions adopted by the Board of Directors, and shall be subject to any terms and conditions imposed thereon by the Board of Directors. Associates shall **not** be entitled to any voting rights with respect to the business or proceedings of the Corporation, including without limitation, any matters relating to the amendment of the Corporations' Articles of Incorporation or Bylaws or the adoption or approval of any specification, standard or deliverable or any other matters presented to the Corporation and/or to the Members for voting, approval, adoption or election. Any classes of Associates that may be created by the Board may be referred to as "Associate Members" or by any other designation given to them by the Board of Directors; however no class or series of Associates (even if the name given includes the word "member") shall be considered to be "statutory members" within the meaning of Section 5056 of the Corporations Code or any other applicable section of the California Nonprofit Corporation Law. Associates shall have only such rights as are determined by contract between such Associate and the Corporation. All references to "*Members*" in these Bylaws shall refer exclusively to Charter Members and/or Principal Members, and shall not mean, or refer to, any Associates.

3.3 Membership Qualifications. A Member of the Corporation shall be an entity who both: (a) is (i) a developer of products, technology and/or intellectual property that is substantially related to, affected by and/or covered by, the DASH7 Specification, extensions thereof and/or additions thereto; (ii) a customer, licensee and/or user of goods that are substantially related to, or covered by the scope of, the DASH7 Specification, extensions thereof and/or additions thereto whose use of such goods comprises a significant or material portion of its business or other activity; and/or (iii) a vendor or other provider of goods substantially related to, or covered by the scope of, the DASH7 Specification, extensions thereof and/or additions thereto whose sale or provision of such goods comprises a material or significant portion of its business or other activity and (b) does not take actions or publicly espouse positions that are in material conflict with any of the principal purposes of the Alliance. A list of the Members of the Corporation shall be kept on a Membership List maintained by the Corporation. Members may be admitted pursuant to **Section 3.4**. A Member shall automatically cease to be a Member upon the occurrence of an event set forth in **Section 3.6**.

3.4 Admission to Membership; Member Agreement.

(a) Charter Members. Admission to membership as a Charter Member of the Corporation shall be granted with respect to an entity who meets the qualifications of a Member as set forth in these bylaws upon the occurrence of both (a) the approval of the admission of such entity as a Charter Member by the unanimous vote of the Charter Members, and (b) such entity's acceptance of such Charter Membership as evidenced by its execution and delivery to the Corporation of the Corporation's then-effective Charter Member Agreement.

(b) Principal Members. Admission to Principal Member status shall be granted to an entity who meets the qualifications of a Member as set forth in these bylaws upon such applicant's acceptance of such Principal Membership, as evidenced by its execution and delivery to the Corporation of the Corporation's then-effective Principal Member Agreement.

(c) Founding Member. In recognition of the role played by Savi Technology, Inc. in founding the Corporation, Savi Technology, Inc. shall serve as a permanent Charter Member of the Corporation.

3.5 Fees, Dues and Assessments. The Board of Directors shall determine the initial membership fees, dues and assessments for membership and/or participation in the Corporation. Fees, dues and assessments for membership in the Corporation may be increased or decreased by the Board, in its discretion, at any time, after notice. Any increases or decreases in membership fees, dues or assessments shall require a 2/3 Majority Vote of the Board. Members shall be obligated to make payment of annual fees, dues and assessments within thirty (30) calendar days of written notice of such fees, dues or assessments from the Corporation or its agent.

3.6 Term of Membership; Renewal of Membership. Membership as a Member shall be for the term specified in the respective membership agreement, subject to earlier termination in accordance with Section 3.8 below. Both the Corporation and the Member shall have the right to not renew the membership upon its expiration.

3.7 Certain Duties of Members. In addition to any other duties of Members set forth in these bylaws or in the applicable Member Agreement, it shall be the duty of each Member to (a) promote the Alliance initiatives and accomplishments at least once per year at a major RFID conference or similar industry event and (b) otherwise promote the DASH7 Specification and extensions thereof proposed by the Alliance according to guidelines established by the Board.

3.8 Termination of Membership. The membership of any Member shall expire and terminate upon the occurrence of any one or more of the events set forth in this Section 3.6. Upon termination or expiration of a Member's status as a Member in the Corporation, all rights and privileges associated with being a Member shall terminate:

3.8.1 Resignation. A Member may resign from the Corporation by giving the Chairman, Secretary or other authorized representative of the Corporation

written notice of such Member's resignation at least forty-five (45) days prior to the renewal date of such Member's term of Membership. However, no *pro rata* refund of any membership fees, dues or assessments shall be made for the balance of the calendar year in which the resignation is effective.

3.8.2 Expiration and Disqualification. A Membership issued for a period of time shall expire when such period of time has elapsed unless the Membership is renewed prior to its expiration. Membership shall terminate upon termination or expiration of the applicable Member Agreement. However, no *pro rata* refund of any membership fees, dues or assessments shall be made for the balance of the calendar year in which a termination due to termination of the applicable Member Agreement is effective.

3.8.3 Dues and Assessments. Membership shall terminate upon the failure of the Member to pay any fees, dues or assessments required to be paid by a Member within the time periods established by these bylaws.

3.8.4 Expulsion or Suspension of Charter Members. Membership of a Charter Member shall terminate upon the determination of the unanimous vote of all Charter Members (such vote not including the vote of the Charter Member facing expulsion or suspension) after a hearing duly held in accordance with this Section 3.8.4, that the Charter Member has failed in a material respect to observe the rules of conduct promulgated from time to time by the Board of Directors and applicable to members, or otherwise has failed in some material respect to merit continued membership privileges in the corporation. Following the determination by the Charter Members that a Charter Member should be expelled or suspended, the following procedures shall be implemented:

(i) A notice shall be sent by mail by prepaid, first-class, certified or registered mail to the most recent address of the Charter Member as shown on the corporation's records, setting forth the expulsion or suspension and the reasons therefor. Such notice shall be sent at least fifteen (15) days before the proposed effective date of the expulsion or suspension.

(ii) The Charter Member being expelled or suspended shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held no fewer than five (5) days before the effective date of the proposed suspension or expulsion. The hearing shall be held by the Charter Members. The notice to the Charter Member of the proposed expulsion or suspension shall state that such Charter Member is entitled, upon request, to such hearing, shall state that a date, time and place of the hearing will be established upon receipt of request therefor, and shall state, that in the absence of

such request, the effective date of the proposed suspension or expulsion.

(iii) Following the hearing, the Charter Members shall vote upon whether the Charter Member should in fact be expelled, suspended, or sanctioned in some other way. The decision of the Charter Members shall be final.

(iv) Any action challenging an expulsion or suspension of membership, including any claim alleging defective notice, must be commenced within one (1) year after the date of the expulsion or suspension.

3.8.5 Expulsion or Suspension of Principal Members. Membership of a Principal Member shall terminate upon the determination by vote of 75% of the Board (such vote not including the vote of the Principal Member facing expulsion or suspension) after a hearing duly held in accordance with this Section 3.8.5, that the Principal Member has failed in a material respect to observe the rules of conduct promulgated from time to time by the Board of Directors and applicable to members, or otherwise has failed in some material respect to merit continued membership privileges in the corporation. Following the determination by the Board that a Principal Member should be expelled or suspended, the following procedures shall be implemented:

(i) A notice shall be sent by mail by prepaid, first-class, certified or registered mail to the most recent address of the Principal Member as shown on the corporation's records, setting forth the expulsion or suspension and the reasons therefor. Such notice shall be sent at least fifteen (15) days before the proposed effective date of the expulsion or suspension.

(ii) The Principal Member being expelled or suspended shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held no fewer than five (5) days before the effective date of the proposed suspension or expulsion. The hearing shall be held by the Board. The notice to the Principal Member of the proposed expulsion or suspension shall state that such Principal Member is entitled, upon request, to such hearing, shall state that a date, time and place of the hearing will be established upon receipt of request therefore, and shall state, that in the absence of such request, the effective date of the proposed suspension or expulsion.

(iii) Following the hearing, the Board shall vote upon whether the Principal Member should in fact be expelled, suspended, or sanctioned in some other way. The decision of the Board shall be final.

(iv) Any action challenging an expulsion or suspension of membership, including any claim alleging defective notice, must be commenced within one (1) year after the date of the expulsion or suspension.

3.8.6. Other Events of Termination. In addition, the Membership of a Member shall automatically terminate, and all rights of Membership of such Member shall automatically cease, upon such Member's bankruptcy, resignation, liquidation or dissolution, or if such Member ceases to meet the qualifications for Membership set forth in these bylaws.

3.9 Non-Liability. No Member shall be personally liable for the debts, liabilities or obligations of this Corporation.

3.10 Nontransferability. No Member may transfer for value or otherwise a Membership interest or any right arising therefrom; except that, in the case of a merger or acquisition of a Member company by another company, the rights of membership shall be continued to the new legal entity unless otherwise defined in the membership agreement.

3.11 Distribution of Assets Upon Dissolution. Upon a dissolution or liquidation of this Corporation, and after all of the known debts and liabilities of this Corporation have been paid or adequately provided for in accordance with Section 8713 and 8716 of the California Non-profit Corporation Law, the Board of Directors shall transfer all remaining assets and/or intellectual property rights of the Corporation which are not appropriate for transfer to the general public, such as any trademarks or logos of the Corporation, to another Section 501(c)(6) or 501(c)(3) organization whose purposes are similar to the Corporation, all as, as determined by the Board of Directors. No part of the Corporation's net earnings will inure to the benefit of any party.

ARTICLE IV

MEMBERSHIP MEETINGS

4.1 Place of Meetings. All meetings of Members shall be held at any place within or outside the United States of America which may be designated by the Board of Directors pursuant to the authority hereinafter granted to the Board of Directors, or by the written consent of all Members entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Corporation.

4.2 Regular Meetings. Regular meetings of Members of the Corporation shall be held at such dates and at such times and places as determined by resolution of the Board of Directors, which shall also set the date and time of the annual meeting. Additional Member meetings may be set as determined by the Board of Directors and pursuant to notification as defined in these Bylaws.

4.3 Special Meetings. Special meetings of Members, for any lawful purpose or purposes whatsoever, may be called at any time by the Chairman, the Board of Directors, or by twenty percent (20%) or more of Members entitled to vote. Notice of such request must be submitted to the Chairman, President, or Secretary. The notice must state the business to be transacted at the special meeting. It shall be the duty of the officer duly designated to cause notice to be given, within twenty (20) days from receipt of such a request, to the Members entitled to vote at the special meeting scheduled and to be held at a time fixed by the Board of Directors that is not less than fifteen (15) days nor more than ninety (90) days after the receipt of such a request. A quorum of Members must be present at the special meeting pursuant to **Section 4.6** in order to conduct the business of the Corporation.

4.4 Notice of Meetings. A notice of each annual meeting, written ballot for election of Directors or otherwise, if any, and special meeting shall be given by the Chairman or, in case of his failure or refusal, by any other officer or any Director. Each such notice shall specify: (a) the place, time, day and hour of the meeting or the date on which the ballot shall be returned, if applicable; (b) in the case of an annual meeting at which Directors shall be elected, shall specify the names of all those who are candidates for election of Directors and the agenda of the meeting as determined at the time the notice is given; and (c) in the case of special meetings, the general nature of the business to be transacted thereat. Such notice shall be given to every Member of the Corporation who, on the record date for notice of the meeting, is entitled to vote thereat. Such notice shall be given via mail or electronic mail at least ten (10) days but no more than ninety (90) days prior to the date fixed for such meeting; provided, however, that if notice is given by mail and is not sent first class, registered or certified mail, notice shall be given not less than twenty (20) days before the meeting.

4.5 Adjourned Meetings. Any Members' meeting, annual, regular or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members, entitled to vote thereat, either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at any such meeting. Annual and special meetings may not be adjourned for more than forty-five (45) days to another time or place. It shall not be necessary to give any such notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by an announcement at the meeting at which such adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

4.6 Quorum. The presence in person or by proxy of a simple majority (>50%) of the Members of the Corporation entitled to vote shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. The presence of an authorized repre-

sentative of a Member shall constitute presence of the Member for purposes of determining the establishment of a quorum.

4.7 Voting. Each Member in good standing (i.e. Members who have paid their membership fees, dues and assessments in accordance with these Bylaws and whose membership has not been terminated pursuant to **Section 3.8**) is entitled to one (1) vote on each matter submitted to a vote of the Members. Voting shall be by voice vote, unless the Chairman of the Corporation place directs such voting to be by ballot. No single vote shall be split into fractional votes. Cumulative voting shall not be authorized.

4.8 Action Without Meeting by Written Ballot. Any action, which may be taken at any regular or special meeting of Members, may be taken without a meeting if the Corporation distributes a written ballot to every Member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds a quorum of the Members, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots shall be distributed to Members in accordance with delivery and timing requirements set forth in Section 4.4. All written ballots distributed shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. All written ballots distributed shall specify the time by which the written ballot must be received in order to be counted.

4.9 Proxies. Pursuant to CCC Section 7613, every Member entitled to vote at a meeting shall have the right to do so in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Corporation; but no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force except that the maximum term of any proxy shall be three years from the date of execution.

4.10 Conduct of Meetings. Meetings of Members shall be presided over by the Chairman of the Corporation, or in his absence, by the Vice-Chairman, and in the absence of both of them, by the chair chosen by a majority of the Members present. The Secretary of the Corporation shall act as the secretary of all meetings of Members, provided that in his absence the presiding officer shall appoint another Member to act as acting secretary of the meeting.

ARTICLE V

BOARD OF DIRECTORS

5.1 Powers. Subject to the limitations of the Articles of Incorporation, these Bylaws, and the California Nonprofit Corporation Law and subject to the duties of Directors as prescribed

by the Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled by, the Board of Directors. The Board of Directors shall have the power to select and remove all officers, agents, employees and contractors, and to fix reasonable compensation thereof, to authorize and empower officers or agents to enter into contracts and other commitments on behalf of this Corporation, and to appoint and delegate responsibilities and authority to committees, officers and agents.

5.2 Board of Directors; Quorum. As used in these bylaws, references to the “*Board*” or “*Board of Directors*” shall each mean and refer to the Corporation’s Board of Directors. A minimum of four (4) (unless there are less than 4 Directors, in which case all Directors will be required in attendance to constitute a quorum), but not less than a majority (i.e. greater than 50%) of the Directors then in office shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided in **Section 5.13**.

5.3 Vote of the Board. Unless otherwise specified herein:

(a) the vote of a “*Majority of the Board*” means the affirmative vote of members of the Board given in accordance with the Corporation’s Articles of Incorporation, these bylaws and applicable law, who constitute at least a majority of all of the directors of the Corporation who at the time in question are validly elected and incumbent members of the Board then in office and who also constitute at least a majority of a quorum of the Board;

(b) the vote of “**2/3 of the Board**” means the affirmative vote of members of the Board given in accordance with the Corporation’s Articles of Incorporation, these bylaws and applicable law, who constitute at least two thirds (2/3 or 66.67%) of all of the directors of the Corporation who at the time in question are validly elected and incumbent members of the Board then in office and who also constitute at least a majority of a quorum of the Board; and

(c) the vote of “**75% of the Board**” means the affirmative vote of members of the Board given in accordance with the Corporation’s Articles of Incorporation, these bylaws and applicable law, who constitute at least seventy-five percent (75%) of all of the directors of the Corporation who at the time in question are validly elected and incumbent members of the Board then in office and who also constitute at least a majority of a quorum of the Board.

(d) no vote or action that in these Bylaws is required to be taken or approved by a Majority of the Board can be amended or repealed by a vote of less than a Majority of the Board. No vote or action that in these Bylaws is required to be taken or approved by 2/3 of the Board can be amended or repealed by a vote of less than 2/3 of the Board. No vote or action that in these Bylaws is required to be taken or approved by 75% of the Board can be amended or repealed by a vote of less than 75% of the Board. If these bylaws provide that any vote of a Majority of the Board, 2/3 of the Board, or 75% of the Board is to

be determined without the vote of a particular director (a “*disregarded director*”), then the majority, 2/3 or 75% vote (as applicable) described above shall be computed as if, for such purpose, the disregarded directors was not a member of the Board. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by law, the Articles of Incorporation, the Corporation’s IPR Policy, these Bylaws, or the terms of a policy or action sought to be changed.

5.4 Number and Composition of Board of Directors. The total number of Directors shall be set by the Board of Directors, with a maximum number equal to the number of Charter Members plus At Large Directors, whose maximum number will be equal to ‘number of Charter Members less one’. Directors shall be selected pursuant to the following:

(a) Charter Member Directors. Each Charter Member shall designate one (1) Director (a “**Charter Member Director**”) to serve on the Board of Directors; provided that such Charter Member Director must be an individual who is a full-time employee of such Charter Member. For the avoidance of doubt, a Charter Member Director cannot (without limitation) be a consultant, contractor, non-employee director or part-time employee of the Charter Member who appoints such Charter Member Director to the Board pursuant to this Section 5.4(a).

(b) At Large Directors. The Principal Members shall collectively elect the number of At Large Directors set by the Board.

(c) Termination of Directorship. The following events shall result in automatic termination of an individual's status as a Director:

(i) In the case of an At Large Director, the termination of such At Large Director’s term of office as provided below in this Section and/or the failure of such At Large Director to be re-elected to the Board;

(ii) the written resignation of such Director from the Board which is delivered to an officer of the Company;

(iii) In the case of a Charter Member Director, the termination of such Charter Member Director's full-time employment with the Charter Member who designated him or her as a Charter Member Director in accordance with this Section 5.4 (the “*Designating Charter Member*”);

(iv) In the case of a Charter Member Director, the removal of such Charter Member Director from the Board by the written action of such Charter Member Director’s Designating Charter Member; and/or

(v) upon resolution by the Board of Directors terminating the Director for cause pursuant to **Section 5.19.2.**

(d) **Term of Office.** Each Charter Member Director shall serve at the pleasure of the Charter Member designating such Director; such Charter Member shall have the right to replace its Charter Member Director at any time for any reason, upon advance notice. Each At Large Director shall serve a one (1) year term unless otherwise provided under this **Section 5.4** or until the earlier of such At Large Director's death, resignation or removal. The provisions of this **Section 5.4** may not be amended except upon the affirmative vote of 75% of the Board as well as the consent of all Charter Members, as well as any other consent of Members required by these bylaws or the Corporations Code.

5.5 Restrictions on Eligibility to Serve as a Director or Officer; Control Groups. Notwithstanding anything herein to the contrary, (a) no more than one (1) individual employed by or affiliated with an entity that constitutes a Control Group shall be permitted to serve as a Director of the Corporation at any one time; and (b) no more than one (1) individual employed by or affiliated with an entity that constitutes a Control Group shall be permitted to serve as an officer of the Corporation at any one time. For purposes of this section, "**Control(s)**," "**Controlled**" or "**Controlling**" shall mean: (a) the ownership, directly or indirectly, of 50% or more of the total voting securities of another entity; or (b) in the case of unincorporated entities, shall mean the ownership of more than 50% of the ownership interest representing the right to make decisions for the entity. "**Control Group**" shall include a Member and all corporations or other entities which are Controlled by such Member or which Control such Member or which are under common Control with such Member.

5.6 Vacancies. If there is a vacancy in the seat of a Charter Member Director then the Charter Member who under Section 5.4 is entitled to designate a director to such Charter Member Director seat shall have sixty (60) calendar days from the date of notice of the vacancy from the Corporation to designate a replacement Charter Member Director to the Board of Directors.. If such Charter Member fails or refuses to make such designation within such sixty (60) calendar day period, then the Board of Directors may fill any such vacancy on the Board for a period of time ending on the earlier of (i) three (3) months from such appointment or (ii) the first date on which such Charter Member thereafter designates an individual as a Charter Member Director who satisfies the qualifications for such Charter Member Director seat under these bylaws. Any vacancy in the seat of an At Large Director created by the resignation of such At Large Director elected by the Principal Members may be filled by the Board of Directors.

5.7 Place of Meeting. All meetings of the Board of Directors may be held at any place within or without the United States of America that has been designated from time to time by the Board of Directors or by the notice of the Chairman.

5.8 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman, the Secretary or by any three (3) of the Directors.

5.9 Notice of Meetings; Attendance. Notice of the time and place of each meeting of the Board of Directors not fixed by an express provision of the Bylaws or by a resolution of the Board of Directors shall be given to each Director not less than seventy-two (72) hours before the date of the meeting if given personally, by telephone or by electronic means including e-mail, and not less than four (4) days before the date of the meeting if given by first-class mail.

5.10 Consent to Meetings. The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum be present and if either before or after the meeting each Director not present or who did not receive notice of such meeting as required by these bylaws or applicable law: (a) signs a written waiver of notice; (b) signs a consent to the holding of such meeting; or (c) approves the minutes thereof in writing. Each Director who attends the meeting without protesting, prior thereto or at its commencement, shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

5.11 Action by Written Consent Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. Any certificate or other document filed under any provision of the California Nonprofit Corporation Law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Bylaws authorize the Directors to so act. For the purposes of this section only, "all members of the Board" shall not include any "Interested Director" as that term is defined in Section 5233 of the Corporations Code insofar as such Section is made applicable pursuant to Section 7238 of the Corporations Code.

5.12 Telephonic Meetings. Directors may participate in a meeting through use of conference telephone, electronic video screen communication or similar communications equipment, so long as all Directors participating in such meeting can hear one another. Participation in a meeting through use of telephone, electronic video screen communication or similar communications equipment shall constitute presence in person at such meeting.

5.13 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

5.14 Fees and Compensation. Directors shall serve without compensation, but by resolution of the Board of Directors, may be reimbursed for expenses paid while acting on behalf

of the Corporation and/or expenses incurred in attending meetings of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a Majority of the Board, excluding any "**Interested Director**" as defined in Section 5.17.

5.15 Indemnity for Litigation. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director or Officer of this Corporation, to the fullest extent allowed under the provisions of Section 7237 of the California Corporations Code relating to the power of a corporation to indemnify any such person. The amount of such indemnity shall be so much as the Board of Directors determines and finds to be reasonable, or, if required by said Section 7237 of the California Corporations Code, the amount of such indemnity shall be so much as the court determines and finds to be reasonable.

5.16 Standard of Conduct. Pursuant to Section 7231 of the California Nonprofit Corporation Law, a Director shall perform the duties of a Director, including duties as a member of any committee or working group upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of this Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within the committee's designated authority, which committee the Director believes to merit confidence; provided that, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

5.17 Self-Dealing Transactions. As used in this section, a "**self-dealing transaction**" is any contract or transaction: (a) between this Corporation and one or more of its Directors, or between this Corporation and any corporation, firm or association in which one or more of the Directors has a material financial interest; or (b) between this Corporation and a corporation, firm or association of which one or more of its directors are Directors of this Corporation (collectively, "**Interested Director(s)**"). Pursuant to Section 7233 of the California Nonprofit Corpora-

tion Law, no self-dealing transaction shall be void or voidable because such Interested Director(s) or corporation, firm or association are parties or because such Interested Director(s) are present at the meeting of the Board or committee which authorizes, approves or ratifies the self-dealing transaction, if:

5.17.1 Membership Approval. The material facts regarding the self-dealing transaction are fully disclosed to or otherwise known by the Members and the self-dealing transaction is approved by the Members in good faith including the abstention from voting by any membership owned by such Interested Director(s);

5.17.2 Board or Committee Approval. All material facts are fully disclosed to or otherwise known by the Board or committee and the Board or committee authorizes, approves, or ratifies the self-dealing transaction in good faith by a vote sufficient without counting the vote of the Interested Director or Directors, and, in the case of a self-dealing transaction described above, the Board or committee resolves and finds that the transaction is just and reasonable at the time it is authorized, approved or ratified; or

5.17.3 Just and Reasonable Contract. The person asserting the validity of the self-dealing transaction sustains the burden of proving that the contract was just and reasonable as to the Corporation at the time it was authorized, approved or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction as provided in this **Section 5.17.**

5.18 Resignation and Removal.

5.18.1 Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, to the Chairman or to the Secretary of this Corporation.

5.18.2 Removal. Any Director may be removed upon resolution by the **Board of Directors** adopted by the affirmative vote of 75% of all members of the Board of Directors terminating such individual's status as such a Director for any of the following, all of which constitute removal for cause: (a) four (4) or more unexcused absences from Board of Directors meetings during any year; (b) conviction of a felony; (c) failure to continue to meet any requirements to serve as a Director; or (d) other reasons delineated by law. Upon termination of an individual's status as a Director or if there is otherwise a vacancy on the Board of Directors, the vacancy may be filled pursuant to **Section 5.6.**

5.19 Advisory Board. The Board of Directors may, at its sole discretion, appoint a board of advisors ("**Advisory Board**") with which the Board of Directors shall consult on matters

relating to the operation of the Corporation. The members of the Advisory Board, in their capacity as such, shall not be members of the Board of Directors nor Members of the Corporation, nor shall they have the rights or privileges of Directors or Members as set forth in Sections 5047 and 5056 of the California Nonprofit Corporation Law, or in the Corporation's Articles of Incorporation or these bylaws, and shall have no power or authority over the operation of the Corporation. The Advisory Board may be restructured and/or terminated by resolution of the Board of Directors at any time. A member of the Advisory Board may be removed at any time by the Board of Directors in its sole and absolute discretion.

ARTICLE VI

OFFICERS

6.1 Officers. The principal officers of this Corporation shall be a **Chairman, President, Vice Chairman, Chief Financial Officer or Treasurer, and Secretary** and such other officers as the Board of Directors may appoint. One person may hold two or more offices. Officers of the Corporation may be any person nominated by a Director and nothing herein shall require such individual to be a Director or an employee or duly authorized representative of any Member of the Corporation.

6.2 Election. The officers of this Corporation shall be appointed by the Board of Directors by the affirmative vote of a majority of the members of the Board of Directors present at a meeting of the Board of Directors at which a quorum is present, and each officer shall serve at the pleasure of the Board of Directors, subject to removal as provided below.

6.3 Removal and Resignation.

6.3.1 Removal. Any officer may be removed at any time, either with or without cause, by the Board of Directors by the affirmative vote of a majority of all members of the Board of Directors then in office or by any officer upon whom such power of removal may be conferred by the Board of Directors upon such affirmative vote.

6.3.2 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Corporation under any contract to which the officer is a party.

6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors for the unexpired term.

6.5 Chairman. The Chairman shall serve as the President and Chief Executive Officer of this Corporation. Subject to the control of the Board of Directors, the Chairman shall have general supervision, direction and control of the business and affairs of this Corporation. The

Chairman shall serve as an *ex officio* voting member of all committees and working groups of the Corporation, and shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Chairman shall be a member of the Board of Directors who is elected to the office of Chairman by the Board and shall preside at all meetings of the Board.

6.6 Vice Chairman. In the absence of the Chairman, or in the event of his or her inability or refusal to act, the Vice Chairman shall perform all the duties of the Chairman, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairman. The Vice Chairman shall have such other powers and duties as may be designated from time to time by the Board of Directors or the Chairman and shall be a member of the Board of Directors.

6.7 Chief Financial Officer/Treasurer. The Chief Financial Officer/Treasurer shall oversee the financial and accounting matters of this Corporation with respect to the receipt and deposit of funds. The Chief Financial Officer/Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors.

6.8 Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal (if one is maintained) of this Corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, and shall supervise the keeping of the records of this Corporation. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors.

ARTICLE VII

COMMITTEES AND WORKING GROUPS

7.1 Appointment of Board Committees. Pursuant to California Corporations Code Section 7212(a), the Board may, by resolution adopted by a majority of the number of directors then in office, provided that a quorum is present, create one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board ("**Board Committees**"). Appointments to such Board Committees shall be by a majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any Board Committee, who may replace any absent member at any meeting of such Board Committee.

7.2 Powers and Authority of Board Committees. Any such Board Committee, (but only to the extent provided in the resolution of the Board), shall have all the authority of the Board, except with respect to:

- (a) The approval of any action for which the California Nonprofit Corporation Law also requires the approval of Members of a corporation;
- (b) The filling of vacancies on the Board or in any committee that has the authority of the Board;

(c) The fixing of compensation of the Directors for serving on the Board or on any committee;

(d) The amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) The amendment or repeal of any resolution of the Board, which by its express terms is not so amendable or repealable;

(f) The appointment of Board Committees or the members thereof; and

(g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

(h) With respect to any assets held in charitable trust, the approval of any self-dealing transaction except as provided in paragraph (3) of subdivision (d) of Section 5233 of the California Corporations Code.

(i) Adoption of any technical standards or specifications.

7.3 Certain Committees. Without limiting the generality of the Sections 7.1 and 7.2, the Board of Directors may create a technical committee (“TC”) and a marketing committee (“MC”).

7.3.1 Technical Committee. The TC shall report directly to the Board of Directors and shall be composed exclusively of Directors, who are selected pursuant to policies established by the Board. TC responsibilities will include: (a) propose, evaluate, develop and recommend to the Board of Directors technical specifications of the Working Groups (as defined below); (b) review and recommend proposed specifications and deliverables to the Board of Directors for publication and/or endorsement by the Corporation; (c) submit the Adopted Specifications (as defined in Article VIII below) to one or more established and recognized international or national agencies or bodies, such as (by way of example and not by way of limitation) the International Electrotechnical Commission (IEC) or the International Organization for Standardization (ISO), and their national member bodies, for ratification, approval and adoption by such body or bodies as an official standard, (d) promote the ratification, approval and adoption of such Adopted Specifications by such recognized national and international agencies and bodies, including their national member bodies, as an official standard of such recognized national and international agencies or bodies, (e) seek the endorsement by such recognized national and international agencies and bodies of the Corporation as the source of such standard, and (f) such other responsibilities or duties as may be established by the Board of Directors. The TC may be restructured and/or terminated by resolution of the Board of Directors at any time. The TC shall be chaired by an individual appointed by the Board of Directors and shall be comprised of a duly

authorized representative of each Working Group (as defined in Section 7.4 below). The Chair of the TC may be any person nominated by a Director and nothing herein shall require such individual to be Director or an employee or duly authorized representative of any Member of the Corporation.

7.3.2 Marketing Committee. The MC shall report directly to the Board of Directors and shall be composed exclusively of Directors who are selected pursuant to policies established by the Board. MC responsibilities will include: (a) propose, evaluate, develop and recommend marketing requirements and objectives to the Board of Directors; (b) recommend PR and marketing activities to the Board of Directors for execution, publication and/or endorsement by the Corporation; and (c) such other responsibilities or duties as may be established by the Board of Directors. The MC may be restructured and/or terminated by resolution of the Board of Directors at any time. The MC shall be chaired by an individual appointed by the Board of Directors and shall be comprised of a duly authorized representative of each Working Group. The Chair of the MC may be any person nominated by a Director and nothing herein shall require such individual to be Director or an employee or duly authorized representative of any Member of the Corporation.

7.3.3 Nominating Committee. The Chairman of the Board or, if none, the President shall appoint a committee to nominate qualified candidates for election to At-Large Board seats at least 60 days before the date of any election of directors. The nominating committee shall make its report at least 10 days before the date of the election, or at such other time as the Board shall set, and the Secretary shall forward to each Principal Member, with the notice of meeting required by these Bylaws, a list of all candidates nominated by committee.

The nominating committee shall endeavor to provide a representative sample of candidates, and shall incorporate the following aspirational principles in making its selection, among other qualifications in its discretion: (a) 2 candidates (or 1/3) will be representatives of Alliance Members that are primarily end users of RFID systems; (b) 2 candidates (or 1/3) will be representatives of Alliance Members that are primarily RFID technology providers; (c) 2 candidates (or 1/3) will be representatives of Alliance Members that are primarily RFID service providers; and (d) no less than [50] % of the candidates should represent (or be employed by) Members whose headquarters are outside North America.

7.4 Working Groups. Working groups may be formed, restructured and/or terminated at any time by resolution of the Board of Directors for the purpose of, among other things, developing, analyzing and writing technical specifications and deliverables ("**Working Group**"). Each Working Group shall report directly to a respective committee (such as the TC), or directly to the Board. Members may appoint any number of its employees or duly authorized representatives to a Working Group.

7.5 Compensation. Any individuals appointed to the TC, MC, any committee and/or any Working Group of the Corporation shall not receive compensation for their services as such, but, upon prior approval of each expenditure by the Board of Directors, may be reimbursed for

bona fide expenses incurred arising out of conducting business on behalf of the Corporation. Nothing herein shall prohibit payment of compensation to an individual serving on the TC or MC, any committee or Working Group who renders services to the Corporation in another capacity.

ARTICLE VIII **MISCELLANEOUS**

8.1 Fiscal Year. The fiscal year of this Corporation shall end on the last day of December of each year.

8.2 Inspection of Corporate Records. The books of account and minutes of the proceedings of the Board of Directors, and of any committees of the Board of Directors, shall be open to inspection at the principal office of this Corporation by each Member at any reasonable time upon the written demand of any Member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Member's expense for any purpose reasonably related to such Member's interests as a Member of the Corporation.

8.3 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned by or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

8.4 Execution of Contracts. The Board of Directors may authorize any officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confirmed to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

8.5 Corporate Loans, Guarantees and Advances. This Corporation shall not make any advances or make any loan of money or property to or guarantee the obligation of any member, Director or Officer.

8.6 Inspection and Disclosure. The Corporation shall keep or cause to be kept correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors or other documents as may be required by law on its own behalf. The Corporation shall have available for inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. Upon request by two (2) directors, the Corporation shall initiate a financial audit within six months after year-end book closing.

- (ii) Any holder of more than ten percent (10%) of the voting power of this Corporation, or of its parent or subsidiary.

For purposes of this section, any person described in either subparagraph (i) or (ii) above is an "interested person."

ARTICLE IX

EFFECTIVE DATE; AMENDMENT; CERTAIN GOVERNANCE TERMS

9.1 Effective Date. These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Directors of this Corporation in adopting them provide that they are to become effective at a later date.

9.2 Amendments. These Bylaws may be amended by an affirmative vote of 75% of the Board, unless: (a) the specific provision(s) of these Bylaws being amended sets forth a greater number of affirmative votes for an action, in which case any amendments to such provision(s) shall require the greater number of affirmative votes set forth in such provision(s); and/or (b) such an amendment requires an affirmative vote of a majority of the Members as provided by Section 7150 of the California Nonprofit Corporation Law.

9.3 Fundamental Operational Changes. In addition to any other approval required by law or these bylaws, approval of at least 75% of the Board is required to:

- Amend the Corporation's Articles of Incorporation;
- Amend the Corporation's tax exempt purpose,
- Amend the Corporation's Intellectual Property Rights Policy
- Adopt any technical standard or specification or any extension of a standard or specification,
- For the Corporation to merge or consolidate with or into any other entity or entities;
- For the Corporation to dissolve or liquidate or wind up
- For the Corporation to sell or otherwise dispose of all or substantially all its assets.

Adopted: June, 2009



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 12 2009

Handwritten signature of Debra Bowen in cursive script.

DEBRA BOWEN
Secretary of State

3191437

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

MAR 05 2009

OF

DASH7 ALLIANCE

I.

The name of the corporation is DASH7 Alliance (the "Corporation").

II.

- A. This Corporation is a nonprofit MUTUAL BENEFIT CORPORATION organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.
- B. The specific purpose of this Corporation is to foster specifications, standards and protocols for Radio Frequency Identification (RFID) systems for residential, commercial and industrial applications. The Corporation's efforts may include, but are not limited to promoting and adopting industry guidelines, establishing interoperability, and improving market conditions in the control industry and related areas through other programs.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Jeffrey Burke, Esq.
1134 Crane Street, Suite 216
Menlo Park, CA 94025

IV.

Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this Corporation.




Jeffrey Burke, Esq., Incorporator

(Rev. January 2009)

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN **80-0380504**

Department of the Treasury
Internal Revenue Service

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested DASH7 ALLIANCE, INC.	
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name ROLF BIENERT
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 2400 CAMINO RAMON STE 375	5a Street address (if different) (Do not enter a P.O. box.)
	4b City, state, and ZIP code (if foreign, see instructions) SAN RAMON, CA, 94583	5b City, state, and ZIP code (if foreign, see instructions)
	6 County and state where principal business is located CONTRA COSTA, CA	
	7a Name of principal officer, general partner, grantor, owner, or trustor ROLF BIENERT	7b SSN, ITIN, or EIN 617-21-3817
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members ▶
8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check.		
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Personal service corporation <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input checked="" type="checkbox"/> Other nonprofit organization (specify) ▶ STANDARDS ORG. <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Group Exemption Number (GEN) if any ▶ _____		
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State CALIFORNIA	Foreign country
10 Reason for applying (check only one box)		
<input checked="" type="checkbox"/> Started new business (specify type) ▶ NON-PROFIT STANDARDS ORGANIZATION <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Created a pension plan (specify type) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____		
11 Date business started or acquired (month, day, year). See instructions MARCH 12, 2009		12 Closing month of accounting year DECEMBER
13 Highest number of employees expected in the next 12 months (enter -0- if none)		14 Do you expect your employment tax liability to be \$1,000 or less in a full calendar year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If you expect to pay \$4,000 or less in total wages in a full calendar year, you can mark "Yes.")
Agricultural 0	Household Other	
15 First date wages or annuities were paid (month, day, year). Note. If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ NOT APPLICABLE		
16 Check one box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) STANDARDS ORGANIZATION		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. MEMBERSHIP SERVICES		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶		

Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form	
	Designee's name MARISA KIHLTHAU	Designee's telephone number (include area code) (925) 275-6671
	Address and ZIP code 2400 CAMINO RAMON STE 375 SAN RAMON, CA 94583	Designee's fax number (include area code) (925) 275-6691

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete

Name and title (type or print clearly) ▶ **ROLF BIENERT, EXECUTIVE DIRECTOR**

Signature ▶ *[Signature]* Date ▶ **4/1/09**

Applicant's telephone number (include area code) (**925**) **275-6690**

Applicant's fax number (include area code) (**925**) **275-6691**