



**SCOPE**

*Promoting Open Carrier Grade  
Base Platforms*

# SCOPE Alliance

**Operating Procedures**

**12 January 2007**

## **SCOPE Alliance**

(Organized as a Program of the IEEE Industry Standards and Technology Organization  
(IEEE-ISTO))

### **OPERATING PROCEDURES**

#### **DEFINITIONS**

"AFFILIATE" of a Member hereto or of a third party shall mean a corporation, company or other entity that, now or hereafter, directly or indirectly controls, is controlled by or is under common control with the MEMBER, but such corporation, company or other entity shall be deemed to be an AFFILIATE only so long as such control exists. For purposes of this definition "control" means direct or indirect ownership of or the legal right to exercise:

(a) more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for election of directors or other managing authority); or

(b) in the case of a corporation, company or other entity which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, more than fifty percent (50%) of the ownership interest representing the right to make the decisions for such corporation, company or other entity.

Only one (1) vote shall be accorded a MEMBER and its AFFILIATES on matters for which it is able to cast a vote pursuant to these Operating Procedures.

"BOARD OF DIRECTORS" shall have the meaning set forth in Article VI.

"CONFIDENTIAL INFORMATION" means and includes: (i) documents prior to their adoption and public release by the BOARD OF DIRECTORS; (ii) all meetings, together with all minutes and other records thereof, of the BOARD OF DIRECTORS and its subcommittees; (iii) written materials marked as confidential at the time of disclosure; and (vi) orally- or visually-disclosed material that is identified as confidential at the time of disclosure and summarized in a written memorandum sent to the appropriate Working Group, committee or the BOARD OF DIRECTORS within thirty (30) days of disclosure.

"COMPONENTS" shall mean free open source software ("FOSS") components that are based upon or implements OPEN SPECIFICATIONS as well as commercial off-the-shelf ("COTS") platform components based on open interfaces that are integrated in carrier grade telecom infrastructure equipment.

"DRAFT DOCUMENT" shall mean a document in draft or non-final form being worked on prior to adoption by the BOARD OF DIRECTORS as a FINAL DOCUMENT.

"FINAL DOCUMENT" shall mean a document approved by the BOARD OF

DIRECTORS as a final release pursuant to Article VIII Section 5 below, including also any updates, revisions or new versions of the FINAL DOCUMENT adopted by the BOARD OF DIRECTORS pursuant to Article VIII Section 5 below.

“MAJORITY” shall mean affirmative votes from greater than fifty percent (50%) vote of the BOARD OF DIRECTORS (or one of its committees) eligible to participate in that vote.

“MEMBER” or “MEMBERS” shall have the meaning set forth in Article III.

“MEMBER REPRESENTATIVE” shall have the meaning set forth in Article IV.

“MISSION” shall have the meaning set forth in Article I.

“NEP” shall mean a company in the telecom carrier network equipment manufacturing business that directly uses COMPONENTS.

“OPEN SPECIFICATION” shall mean a document created by an open industry association or a standardization body with intent to achieve interoperability and interchangeability of Carrier Grade Base Platform building blocks across different suppliers. An OPEN SPECIFICATION is not controlled by a single company and can be used under fair, reasonable, equal and non-discriminating conditions by all interested parties.

“QUORUM” shall have the meaning set forth in Article V Section 3.

“SUPER-MAJORITY” shall mean affirmative votes from greater than two-thirds (2/3) of the BOARD OF DIRECTORS (or one of its committees) eligible to participate in that vote.

“SSO” shall mean standard setting organization.

## **ARTICLE I MISSION**

Section 1. The SCOPE Alliance’s (“SCOPE”) Goals & Objectives are to encourage and support the Carrier Grade Base Platforms (“CGBP”) OPEN SPECIFICATIONS in order to enable an efficient COMPONENT market, promote CGBPs that integrate COMPONENTS, and promote interoperability to better serve the carriers.

SCOPE is a vehicle for the exchange of technical views in the field of telecommunication network equipment manufacturing without exchanging commercial confidential or proprietary information. SCOPE will not create specifications; rather it will describe carrier grade [application] profiles based on existing OPEN SPECIFICATIONS, thus supporting already established OPEN SPECIFICATION efforts.

## ARTICLE II PROGRAMS

Section 1. SCOPE shall function with planned programs, which may include:

- a. the development of carrier grade platform profiles of existing OPEN SPECIFICATIONS.
- b. promoting the use of FINAL DOCUMENTS and CGBP-related OPEN SPECIFICATIONS
- c. liaisons with standards development organizations ("Industry Body") in order for them to adopt and/or further develop specifications from a NEP's perspective;
- d. foster interoperability and interchangeability of COMPONENTS;

## ARTICLE III MEMBERSHIP

Section 1. **MEMBERSHIP.** Membership in SCOPE shall be open to any NEP that qualifies under Section 2 of this Article III. MEMBERS are defined collectively as Sponsor Members and Contributor Members. MEMBERS will have an opportunity to review DRAFT DOCUMENT, and will have voting privileges in any working groups in which such MEMBER participates. MEMBERS shall be able to participate in all MEMBERS meetings. MEMBER shall designate one or more MEMBER REPRESENTATIVES to represent the MEMBER in SCOPE.

Section 2. **QUALIFICATIONS.**

- A. Sponsor Membership** shall be comprised of the original founders of SCOPE, including: Alcatel, Ericsson, Motorola, NEC, Nokia and Siemens and new Sponsor Members admitted as per Sect. 5 (each of which is a "Sponsor Member").
- B. Contributor Membership** shall comprise any NEP who supports the Mission as per Article I, has executed the Membership Application Form and paid the membership fee (Contributor Member). Contributor Members will have an opportunity to review DRAFT DOCUMENTS, and will have voting privileges in any Working Groups in which such Contributor Member participates. Contributor Members shall be able to participate in all MEMBERS meetings. Contributor Members can: recommend the creation of a new Working Group to the BOARD OF DIRECTORS; propose a chair for a Working Group or Executive Director; use the SCOPE Member logo on their website (under appropriate usage guidelines approved and implemented by the BOARD OF DIRECTORS).
- C. Supporter Membership** shall comprise any NEP who supports the Mission as per Article I, has executed the Membership

Application and paid the membership fee (Supporter Member). Supporter Members shall be able to participate in General MEMBERS meetings only, such as the Annual Meeting. Supporter Members can: have visibility in SCOPE tradeshow appearances; participate in SCOPE webinars as a SCOPE MEMBER; use the SCOPE Member logo on their website (under appropriate usage guidelines approved and implemented by the BOARD OF DIRECTORS).

Section 3. **APPLICATION.** Application for membership in SCOPE shall be made in writing to the BOARD OF DIRECTORS on the Membership Application Form as established by SCOPE.

Section 4. **MEMBERSHIP ELIGIBILITY.** Eligibility questions shall be resolved by the BOARD OF DIRECTORS. It is a condition of continuing membership in SCOPE that all dues and assessments of a MEMBER shall be paid. The Board shall have the right to suspend or terminate membership of any MEMBER if its membership dues assessments remain unpaid for more than 60 days after written notice by SCOPE's Secretary. If requested by the BOARD OF DIRECTORS at any time, a MEMBER shall be required to submit to the Secretary such statements as may be determined necessary to support continuing membership eligibility.

Section 5. **CHANGE IN THE MEMBERSHIP LEVEL.** Change in status from Supporter Member to Contributor Member requires a new application to the BOARD OF DIRECTORS.

A change from Contributor member to Sponsor Member requires a continuous active participation in all relevant activities of the Association.

Change in status from/to Contributor Member to/from Sponsor Member shall require a SUPER-MAJORITY vote.

## **ARTICLE IV TERMINATION OF MEMBERSHIP**

Section 1. **REASONS FOR SUSPENSION OR EXPULSION.** Any MEMBER or MEMBER REPRESENTATIVE may be suspended or expelled from membership from SCOPE by a SUPER-MAJORITY vote (Company under consideration for termination is not eligible to participate in the vote) for any of the following reasons:

(a) Failure to conform to these Operating Procedures and any other agreements executed between SCOPE and its MEMBERS;

(b) For any conduct unbecoming of a MEMBER or MEMBER REPRESENTATIVE of SCOPE, or calculated to bring SCOPE into disrepute; or

(c) Failure to continue to meet Membership or representative eligibility requirements;

Section 2. **SUSPENDED AND EXPELLED MEMBERS.** Any MEMBER or MEMBER REPRESENTATIVE suspended from SCOPE under this Article shall have no claim

against, or vote in SCOPE until such suspension has expired. Any MEMBER expelled from SCOPE under this Article shall have no further interest in the property of, or claim against, SCOPE, and shall be entitled to reapply for membership only through reconsideration by the BOARD OF DIRECTORS as set forth in Article III. Any MEMBER expelled from SCOPE shall be entitled to receive a prorated refund of any membership fees paid minus any outstanding balances owed to SCOPE by such MEMBER. Any MEMBER REPRESENTATIVE expelled from SCOPE under this Article shall have no further interest in the property of, or claim against, SCOPE, and shall be entitled to represent the MEMBER or any other MEMBER only through reconsideration by the BOARD OF DIRECTORS as set forth in Section 3 of this Article.

Section 3. **PROCEDURE FOR APPEAL OF SUSPENSION OR EXPULSION.** Such suspended or expelled MEMBER may appeal such suspension or expulsion by notifying the Secretary within ten days of being advised in writing of such BOARD OF DIRECTORS action. Upon receipt of such notice, the entire BOARD OF DIRECTORS shall schedule a hearing at its next meeting to hear such appeal under such procedures as it shall determine in advance thereof.

Section 4. **RESIGNATION. (A)** Resignations of MEMBERS shall be submitted in writing to the Secretary. Except as hereinafter stated, a resignation shall not be retroactively effective but shall be effective on the date received. All normal and regular dues of a resigning MEMBER shall accrue and be payable to the Association on December 31 of the year in which the resignation is stated to become effective or is submitted, as the case may be, unless the resignation is submitted or is to become effective prior to February 15. In that event the obligation for dues shall terminate as of the preceding December 31. In appropriate cases for good cause shown, the BOARD OF DIRECTORS may waive dues where a resignation has been submitted to become effective subsequent to February 15. A MEMBER shall not be liable for any special assessments imposed after the effective date of its resignation.

**(B)** Any MEMBER shall be permitted to resign from SCOPE at any time by giving written notice of its intent to terminate its participation. Upon its withdrawal, any fees owed by a resigning MEMBER prior to such MEMBER'S resignation shall become immediately due and payable.

## **ARTICLE V MEETINGS AND QUORUMS**

Section 1. **ANNUAL MEETING.** SCOPE shall hold an annual meeting of its MEMBERS (the "Annual Meeting" or "All Participants Meeting") during each calendar year, the time and place of which shall be determined by the BOARD OF DIRECTORS for the introduction of elected Board Members, appointed officers and for the transaction of any other business placed on the agenda for the meeting by the BOARD OF DIRECTORS. Notice of such meeting and the agenda therefore shall be sent by the Executive Director to each MEMBER at least sixty (60) days in advance of the day specified for the meeting, including a statement of the day, time and place of the meeting and information as to the subject matter to be considered at the meeting. The BOARD OF DIRECTORS may invite any other person to such meeting, as it deems necessary

and appropriate.

Section 2. **SPECIAL MEETINGS.** Special meetings of the Board Members, any BOARD OF DIRECTORS committees or the working groups may be called by the Chairman of the BOARD OF DIRECTORS at a place designated in the notice of such meeting ("Special Meeting"). Special meetings shall be called by the Chairman upon the request of not less than thirty three (33%) percent of the MEMBERS of the respective body wishing to call the Special Meeting. Notice of such Special Meeting shall be sent at least seven (7) days before but not more than forty-five (45) days before said Special Meeting date. Special Meetings of Board Members, any BOARD OF DIRECTOR committee or working group may be held by telephone as set forth in Section 6 of this Article. Votes may be recorded via telephone conference, by e-mail, by letter ballot signed by the MEMBER or MEMBER REPRESENTATIVE of the BOARD OF DIRECTORS, any BOARD OF DIRECTORS committee or working group attending the Special Meeting and sent by facsimile within seven (7) working days to SCOPE. A quorum of either Board Members, MEMBERS of the BOARD OF DIRECTOR committee or working group entitled to vote shall be required to constitute a valid vote at a Special Meeting, and a majority of such quorum, in accordance with the rules set forth in Section 3 of Article V, shall be necessary to authorize any action under consideration.

Section 3. **QUORUM, VOTING AND PROXIES.** The presence of a majority of the MEMBERS having voting rights pursuant to these Operating Procedures ("Voting Members") at any Annual or Special Meeting of the MEMBERS, the BOARD OF DIRECTORS, or a BOARD OF DIRECTORS committee, shall be necessary to constitute a quorum for the transaction of business. A meeting at which a quorum is present shall be duly constituted for the transaction of business even though a lack of a quorum may subsequently arise. All Voting MEMBERS shall each have one vote on matters relating to each committee or working group on which such MEMBER participates. Each Voting Member shall have only one vote regardless of the number of MEMBER REPRESENTATIVES who may be present at the meeting. Each Voting Member may attend by proxy, which shall be in writing or facsimile received by the Secretary prior to the noticed time for the meeting or submitted at the time of the meeting by the MEMBER REPRESENTATIVES. Each proxy shall be valid only for the meeting for which it is submitted, provided that no proxy shall be valid for more than three consecutive working days.

There must be a minimum of two-thirds (2/3) vote of the MEMBERS in attendance for any vote to be considered valid. Voting abstentions will count towards the voting quorum, but will not count towards a yes or a no vote; instead, they will reduce the total vote count needed for a valid quorum.

Section 4. **PROCEDURES.** If, after any meeting of the MEMBERS of SCOPE the Board Members has been duly called, it is found by the Chairperson of meeting that an insufficient number will be present to constitute a quorum, the Secretary may, with the consent of the Chairperson, establish a new date and place for the meeting, and a new notice shall be sent by Chairperson at least three days in advance of the date of the meeting. The MEMBERS present at a duly organized meeting can continue to do business, other than voting, until adjournment, notwithstanding the withdrawal of enough

MEMBERS to leave less than a quorum. The Chairperson shall chair all meetings of the BOARD OF DIRECTORS.

Section 5. **MINUTES.** At all meetings of the MEMBERS of SCOPE or the BOARD OF DIRECTORS, a record of the proceedings shall be preserved as the minutes of the meeting, subject to approval by the participants.

Section 6. **REMOTE MEETINGS.** MEMBERS or Board Members, as the case may be, may participate in meetings of the MEMBERS, working groups or the BOARD OF DIRECTORS as set forth in Section 2 or a subcommittee thereof or any Committee by conference telephone or similar communications equipment by means of which all parties participating in the meeting can participate effectively. All such meetings shall commence by a roll call identifying each participating party and their affiliations, and each such person shall identify when they are leaving the conference call and any other person who becomes a party to the call.

Section 7. **GUESTS.** Attendance at meetings shall be limited to MEMBERS and guests invited by SCOPE.

## **ARTICLE VI BOARD OF DIRECTORS**

Section 1. **BOARD MEMBERS.** The BOARD OF DIRECTORS of SCOPE shall be comprised of two representatives of each Sponsor Member, whereby each Sponsor Member shall be afforded one (1) vote. The Chairperson shall be a nonvoting *ex-officio* member of the BOARD OF DIRECTORS, except that if the Chairperson is appointed from the membership of the Board then he shall have only the Board vote. There shall be at least a minimum of four Board Members.

Section 2. **MEETINGS.** The BOARD OF DIRECTORS shall meet during the time set for the Annual Meeting and such other times as determined by the BOARD OF DIRECTORS. Each Board Member shall be responsible to pay his own meeting expenses.

### **Section 3. VOTING RIGHTS AND ACTION OF BOARD MEMBERS.**

(a) The direction, property, business and all affairs of SCOPE shall be managed by its BOARD OF DIRECTORS. Except as otherwise provided by law, the Board Members may, at the request of the Chairman, take any action or adopt any resolution under such procedures as may be adopted from time to time by the BOARD OF DIRECTORS.

(b) The BOARD OF DIRECTORS shall elect the officers from the Board Members at the annual meeting at which they are selected. The BOARD OF DIRECTORS shall be responsible for establishing all rules and regulations, including quorum requirements for Committees and working groups.

(c) Voting on issues discussed in a meeting must be done in person with no proxy or email voting allowed. Voting on issues discussed via email may be voted on via email. Except as otherwise provided under these Operating Procedures or provisions of law, any action which may be taken at any regular or special meeting of Board Members may be taken without a meeting if the Corporation distributes a written or electronic ballot to each Board Member.

The ballot shall:

- 1) Set forth the proposed action;
- 2) Provide an opportunity to specify approval or disapproval of each proposal;
- 3) State the percentage of approvals necessary to pass the measure submitted;  
and
- 4) Specify the date by which the ballot must be received by the Corporation in order to be counted. The date set shall afford Members a reasonable time within which to return the ballots to the Corporation.

Ballots shall be mailed or delivered in the manner required for giving notice of membership meetings as specified in these Operating Procedures. Members wishing to disapprove or make other comments regarding a proposed action shall be free to make their views known to other members.

The following voting percentages shall be required for any motion, act, or decision to be a valid motion, act, or decision by the BOARD OF DIRECTORS:

<b>MATTER TO BE VOTED ON</b>	<b>NUMBER OF AFFIRMATIVE VOTES REQUIRED*</b>
(a) General business matters	Majority vote of at least a quorum of the Board of Directors
(b) Election of officers	Majority vote of at least a quorum of the Board of Directors
(c) Removal of officers	Super-Majority vote of the entire Board of Directors
(d) Amendments to the Bylaws	Super-Majority vote of the entire Board of Directors
(e) Amendments to the Membership Agreements	Super-Majority vote of the entire Board of Directors
(f) Approving membership of applicant companies	Majority of at least a quorum of the Board of Directors
(g) Adding or removing Sponsor Members	Super-Majority vote of the entire Board of Directors
(h) Final release of Association deliverables	Super-Majority vote of at least a quorum of the Board of Directors
(i) Dissolution of the Association	Super-Majority vote of the entire Board of Directors
(j) Corporation press releases	Super-Majority vote of the entire Board of Directors

BOARD OF DIRECTORS can propose changes to the Operating Procedures and Membership Agreements on an annual basis (effective the following fiscal year). Members may choose to accept these changes (and renew membership) or reject (and not renew membership).

Section 4. **EMERGENCY PROVISIONS.** Notwithstanding any other provisions of law or these Operating Procedures, during any emergency period caused by war or any other national catastrophe or local disaster of sufficient severity to prevent the conduct

and management of the business and affairs of SCOPE by its BOARD OF DIRECTORS and officers as contemplated by the other provisions of these Operating Procedures, a majority of the available Board Members (or the sole such Board Member) who have not been rendered incapable of acting because of incapacity or the difficulty of communication or transportation to the place of meeting shall constitute a quorum for the sole purpose of electing Board Members to fill the resulting emergency vacancies; and a majority of the Board Members present at such a meeting may act to fill such vacancies or to reduce the size of the full BOARD OF DIRECTORS or both. Board Members so elected shall serve until the absent Board Members are able to attend meetings or until the Sponsor Members elect Board Members to succeed them. During such an emergency period, if the Board is unable to meet, action appropriate to the circumstances may be taken by such officers of the Association as may be present and able. Questions as to the existence of a national catastrophe or local disaster and the number of surviving persons capable of acting shall be conclusively determined at the time by the BOARD OF DIRECTORS or the officers so acting.

Section 5. **RESIGNATIONS.** Any Board Member may resign by submitting to the Chairperson, with a copy to the Secretary, his resignation, which shall become effective upon its receipt by such officer or at any later time specified therein. Unless specified therein, the acceptance of any resignation shall not be necessary to make it effective.

Section 6. **VACANCIES IN THE BOARD.** Vacancies in the BOARD OF DIRECTORS, including vacancies where a nominee has not commenced the term of office or who is unable to serve because of death, disability, withdrawal of his name, resignation or other cause, shall be filled within sixty (60) days by the Sponsor Member whose representative is unable to serve. The BOARD OF DIRECTORS may, by Super-majority vote of the entire BOARD OF DIRECTORS, declare any Board Member position vacant upon the failure, for any reason, of its incumbent to attend two consecutive meetings of the BOARD OF DIRECTORS or to perform the duties of the office. The Sponsor Member whose Board Member's position is declared vacant shall submit the name of another representative of the Sponsor Member to serve, provided that if such position is not filled within thirty (30) days, the BOARD OF DIRECTORS may declare the size of the BOARD OF DIRECTORS be reduced for purposes of a quorum.

Section 7. **COMMITTEES OF THE BOARD.** It will be the responsibility of the BOARD OF DIRECTORS to establish committees as deemed necessary by a majority vote. The BOARD OF DIRECTORS may, at its discretion, choose to appoint itself in the stead of establishing or continuing any standing committee.

## **ARTICLE VII OFFICERS**

Section 1. **OFFICERS AND TERMS.** Officers of SCOPE shall consist of: the Chairperson of the BOARD OF DIRECTORS, a Vice Chairperson, and an Executive Director , all of whom shall be elected by the BOARD OF DIRECTORS. The term of the Officers shall be one year.

Section 2. **CHAIRPERSON.** The Chairperson shall be elected by the BOARD OF DIRECTORS, and shall preside at all meetings of the BOARD OF DIRECTORS and at MEMBER meetings. In the absence of the Chairperson, any Board Member selected by the BOARD OF DIRECTORS at such meeting may so preside. The Chairperson of the BOARD OF DIRECTORS shall serve as the Executive Director until such time as an Executive Director is elected.

Section 3. **VICE CHAIRPERSON.** The Vice Chairperson shall assist the Chairperson and perform the duties of the Chairperson when the Chairperson is unavailable.

Section 4. **EXECUTIVE DIRECTOR.** The Executive Director may be elected by and serve at the will of the BOARD OF DIRECTORS. The Executive Director shall be selected from either (i) a Sponsor Member (ii) an independent contractor, or (iii) the IEEE-ISTO. The Executive Director shall be the Secretary of SCOPE. In addition to his other duties, the Executive Director shall be charged with carrying out the policies, programs, orders and resolutions adopted or approved by the BOARD OF DIRECTORS. The Executive Director shall be responsible for membership and relationships with MEMBERS. The Executive Director shall attend all meetings of the MEMBERS and the meetings of BOARD OF DIRECTORS. The Executive Director shall be responsible for keeping a membership list, with the cooperation of the Treasurer. The Executive Director shall notify all MEMBERS of any amendments to these Operating Procedures. The Executive Director shall perform such other duties as requested by the BOARD OF DIRECTORS. The Executive Director shall manage, supervise and exercise general powers concerning all the property, business and affairs of SCOPE, and shall have all powers and perform all duties incident to the office of secretary and any further powers and duties as from time to time may be prescribed by the BOARD OF DIRECTORS.

Section 5, **Treasurer.** The Treasurer may be elected by and serve at the will of the BOARD OF DIRECTORS. The Treasurer shall be selected from either (i) a MEMBER (ii) an independent contractor, or (iii) the IEEE-ISTO.

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

Section 1. **COPYRIGHTS IN DOCUMENTS.** Each MEMBER shall grant to each of the other MEMBER participating in SCOPE a non-exclusive, non-transferrable, worldwide license under such granting MEMBER'S copyrights to reproduce, distribute, display, perform and create derivative works of such MEMBER's contributions contained in any DRAFT DOCUMENT or FINAL DOCUMENT and for each of the other MEMBER'S internal use. This Section 1 shall survive any withdrawal of a MEMBER.

Section 2. **COPYRIGHTS IN OTHER MATERIAL.** SCOPE may issue technical study reports, white papers and/or other outbound communication. Each MEMBER shall grant to each of the other MEMBERS participating in SCOPE a non-exclusive, non-transferrable, worldwide license granting MEMBER'S copyrights in such materials to reproduce, distribute, display, perform and create derivative works of such MEMBER's

contributions.

**Section 3. COPYRIGHT NOTICES AND ENFORCEMENT.** Any publication of SCOPE shall contain an appropriate copyright notice in the name of SCOPE, a program of the IEEE-ISTO. Written public references to a FINAL DOCUMENT shall attribute authorship to the MEMBERS.

**Section 4. OWNERSHIP OF INTELLECTUAL PROPERTY**

- (i) The MEMBER(s) shall not create and/or introduce any IPR (with exception of the rights granted in Section 1 and Section 2 of this Article) as part of the development of a DRAFT OR FINAL DOCUMENT within SCOPE. Any IPR that is embedded in a standard and/or specification that is incorporated by reference into a DRAFT OR FINAL DOCUMENT shall be governed by the SSO's IPR Policy which developed that particular standard and/or specification provided that the patent owner is in general subject to such IPR policy. All FINAL DOCUMENTs shall contain the following notice:

This document and the information contained herein is provided on an "AS IS" basis and SCOPE AND IT'S MEMBERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

- (ii) Each MEMBER shall retain ownership (including, but not limited to, the right to publish or distribute without any obligation of confidentiality, notwithstanding any terms of these Operating Procedures to the contrary) of any of its materials that such MEMBER offers for use in the development of the FINAL DOCUMENT
- (iii) Each MEMBER shall be offered access to specific password-protected areas of the SCOPE website.
- (iv) The SCOPE BOARD OF DIRECTORS disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other rights, and will take no position on the validity or scope of any such rights for standards and/or specifications that are incorporated and/or adopted into a DRAFT OR FINAL DOCUMENT.

**Section 5. DOCUMENT APPROVAL AND MARKING REQUIREMENTS.**

The FINAL DOCUMENT will be accepted by the BOARD OF DIRECTORS on consensus or 2/3 vote as determined in Section 3 of Article VI.

**ARTICLE IX**

## CONFIDENTIALITY

- (i) As a general principle, no MEMBER wishes to receive from any other MEMBER under this Agreement any information which the disclosing MEMBER considers to be confidential; however, the MEMBERS do wish to allow the work of SCOPE to proceed in a constructive manner under conditions which promote candid and open discussions.
- (ii.) Each receiving MEMBER agrees to hold the CONFIDENTIAL INFORMATION of any other MEMBER in confidence for a period of five (5) years following the date of disclosure, by using the same degree of care each uses for its own CONFIDENTIAL INFORMATION, but not less than reasonable care, to avoid the use of CONFIDENTIAL INFORMATION by the Receiving Member for any purpose other than in furtherance of the Mission of SCOPE, and the disclosure of such CONFIDENTIAL INFORMATION to any third parties (including its parent, or affiliated corporations of a Receiving MEMBER or its employees or consultants, except employees and consultants of such Receiving MEMBER who have a need to know the information disclosed hereunder and are subject to confidentiality obligations no less restrictive than those set forth herein. The receiving MEMBER shall have the right to make a limited number of copies of CONFIDENTIAL INFORMATION for internal use only, but only in furtherance of the development of a particular FINAL DOCUMENT for which the CONFIDENTIAL INFORMATION was disclosed to such MEMBER.
- (iii.) The obligations of confidentiality under this Article IX shall not apply to information designated as CONFIDENTIAL INFORMATION which (a) is already known to the receiving MEMBER at the time of disclosure, (b) is or becomes publicly known through no wrongful act of the receiving MEMBER; (c) is rightfully received by the receiving MEMBER from a third party without restriction on disclosure and without breach of this Article; (d) is approved for release by written authorization of the disclosing MEMBER; (e) was developed by the receiving MEMBER independently and without the use of any of the CONFIDENTIAL INFORMATION; or (f) is required to be disclosed by the receiving MEMBER pursuant to any order of a court, administrative agency, or any other governmental agency, provided that the receiving MEMBER shall give the disclosing MEMBER prompt written notice of such order and an opportunity to contest or seek an appropriate protective order.
- (iv.) Notwithstanding this Article IX, MEMBERS may be currently or in the future developing information internally, or receiving information from third parties that may be similar to the CONFIDENTIAL INFORMATION received from a disclosing MEMBER. Accordingly, nothing herein shall be construed as a representation or inference that any MEMBER will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this Article, compete with the products or systems embodying the CONFIDENTIAL INFORMATION. Nothing herein shall be interpreted as restricting the assignment or reassignment of employees by the receiving MEMBER.
- (v.) No license is granted by the disclosing MEMBER to a receiving MEMBER under any patent, copyright mask work right, or trademark owned by or licensed to the

disclosing MEMBER.

(vi.) Upon written request of a disclosing MEMBER, each receiving MEMBER shall promptly return to the disclosing MEMBER, or certify destruction of, all documents, plans, drawings, and other tangible items designated as CONFIDENTIAL INFORMATION furnished by the disclosing MEMBER, and all copies thereof.

## **ARTICLE X COMPLIANCE WITH ANTITRUST LAWS**

(i) The MEMBERS are committed to fostering open competition in the development and sales of products and services related to SCOPE FINAL DOCUMENTS. The MEMBERS also understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any applicable antitrust or competition laws pertaining to monopolistic or anti-competitive practices. Thus, all MEMBERS shall comply with all applicable antitrust and competition laws of all relevant jurisdictions.

In addition, with the advice of ISTO Counsel the BOARD OF DIRECTORS shall from time to time promulgate detailed Antitrust Compliance Guidelines for the consideration of the MEMBERS concerning their participation in SCOPE. These Guidelines are not intended to replace or displace each MEMBER'S own antitrust policies, but shall operate to guide the MEMBERS' participation in SCOPE.

(ii) As a result of joining SCOPE, participating in the development of FINAL DOCUMENTS, or in any way voting for or endorsing FINAL DOCUMENTS, the MEMBERS are not required to develop or market any offerings, and are not precluded from engaging in any business activities whatsoever, even if they are competitive with the activities conducted under these Operating Procedures.

## **ARTICLE XI REPRESENTATIVES OF MEMBERS**

Section 1. **DELEGATES OF MEMBERS.** Whenever membership is held in the name of a firm or corporation, one individual, certified in writing by a responsible official of the MEMBER to represent the MEMBER to SCOPE, shall be designated the "Voting Delegate", and shall exercise the power of the MEMBER, if any, and such individual's name shall be certified to the Secretary of SCOPE together with an Alternate ("Alternate Voting Delegate")

Section 2. **CHANGE OF DELEGATE.** A MEMBER of SCOPE may change from time to time its Voting Delegate or Alternate Voting Delegate by notifying the Secretary of such change in accordance with the provisions of the preceding section. In the event the Voting Delegate changed is an officer or Board Member of SCOPE, such shall be deemed to be vacant and shall be filled in accordance with these Operating Procedures

## **ARTICLE XII DUES, INITIATION FEES AND ASSESSMENTS**

Section 1. **DUES, INITIATION FEES AND ASSESSMENTS.** The expenses of SCOPE shall be distributed among and paid by the MEMBERS as determined by the BOARD OF DIRECTORS.

Section 2. **DELINQUENCY.** It shall be the duty of the Secretary to report to the Chairperson, on or before an Annual Meeting of SCOPE or upon request, the name of any MEMBER who may, at the time of the meeting, be sixty (60) days or more in arrears of its dues or assessments. No such MEMBER so in arrears shall have its individual vote counted on any matter submitted in such meeting or be counted in ascertaining a quorum.

## **ARTICLE XIII DISSOLUTION**

Section 1. **DISSOLUTION:** The BOARD OF DIRECTORS of SCOPE may dissolve the organization by the affirmative vote of the entire BOARD OF DIRECTORS, as set forth in Section 3 of Article VI, at a meeting called therefore upon thirty (30) days written notice by the Chairperson. The Chairperson shall be responsible for winding down the business during dissolution.

Section 2. **DISTRIBUTION OF ASSETS UPON DISSOLUTION, SALE OR REORGANIZATION.** Upon dissolution of SCOPE, if there shall be any surplus of assets derived from the dues, fees and other assessments of the MEMBERS subsequent to the formation date of SCOPE ("Formation Date") remaining after the payment of all obligations of SCOPE, the Treasurer or Chairperson shall distribute to each current MEMBER such percentage of the surplus as such MEMBER'S contribution of dues during the 10-year period last past bears to the total dues paid by all current MEMBERS during the same 10 year period. If upon dissolution there is a deficit, then the deficit, shall be pro rata paid by the MEMBERS based upon the relationship with the number of MEMBERS in SCOPE. Any assets contributed to SCOPE by MEMBERS on the Formation Date shall be distributed in any Dissolution, Sale, Reorganization or Merger in accordance with the vote of the majority of the MEMBERS contributing such assets. A listing of all such assets shall be maintained by SCOPE.

Section 3. **DISPOSITION OF CONTRIBUTED ASSETS.** Any proposed sale of assets contributed on the Formation Date shall be first approved by a majority of the MEMBERS contributing such assets and, if approved by the BOARD OF DIRECTORS, shall be distributed in accordance with the plan proposed for the sale of such assets.

## **ARTICLE XIV GENERAL**

Section 1. **OFFICE.** The official business office of SCOPE shall be located in Piscataway New Jersey, USA, unless otherwise specified the BOARD OF DIRECTORS.

Section 2. **FISCAL YEAR.** The fiscal year of SCOPE shall be the calendar year.

Section 3. **GENDER.** Whenever used in these Operating Procedures, the use of any gender shall be applicable to any other gender or to all genders as may be appropriate in the context.

## **ARTICLE XV AMENDMENTS**

Section 1. **AMENDMENTS.** These Operating Procedures may be amended upon the affirmative vote of the BOARD OF DIRECTORS as set forth in Section 3 of Article VI.