



## **MHL CONSORTIUM BYLAWS**

### **1. DEFINITIONS**

“Adopter Agreement” shall mean the MHL Specification Adopter Agreement, as such may be amended from time to time.

“Adopters” shall mean any entity satisfying the requirements of Article 4.3 hereof and executing an Adopter Agreement.

“Agent” shall mean an entity that has (a) been invited or appointed by the Promoters to be the agent for overseeing and administering the drafting, adoption, licensing and promotion of the MHL Specification and (b) executed an Agent Agreement. .

“Agent Agreement” shall mean the MHL Specification Agent Agreement entered into by the Promoters and the Agent.

“Associate Promoter” shall mean any Adopter satisfying the requirements of Article 4.2 hereof, selected by the Promoters to become an Associate Promoter and executing an Associate Promoters Agreement.

“Associate Promoters Agreement” means that certain MHL Associate Promoters Agreement, as such may be amended from time to time by the Promoters and entered into by the Promoters and Associate Promoter(s) in accordance with Article 4.2 hereof.

“Consortium” means Promoters, Associate Promoters, Adopters, Contributors and other third parties in their collective capacity and efforts to define, establish, promote and support the MHL Specification.

“Contributor” shall mean any test equipment manufacturers, test fixture manufacturers, connector manufacturers or other third parties, selected by the Promoters to contribute to the definition, establishment, promotion or support of the MHL Specification in accordance with Article 4.4 hereof.

“Majority Vote” means a Vote by more than half of all of the Promoters or Promoters and Associate Promoters, as the case may be.

“Management Representative” means the authorized management representative of each Promoter and Associate Promoter as appointed by such Promoter or Associate Promoter to the Management Team.

“Management Team” means, collectively, the Management Representatives in their capacity as the decision making group of the Consortium.

“MHL Specification” shall mean the specification specifying, in general, the encryption, transmission, and/or reception of audio-visual content defined, established, promoted and supported by the Promoters and Associate Promoters.

“Promoters” shall mean Nokia Corporation, Samsung Electronics Corporation, Silicon Image, Inc., Sony Corporation and Toshiba Corporation.

“Promoters Agreement” means that certain MHL Specification Promoters Agreement entered into by the Promoters as of March 30, 2010.

“Passing Vote” means a Vote of more than 75% of the Promoters or Promoters and Associate Promoters, as the case may be.

“Representative” means each Management Representative and each Technical Representative.

“Technical Representative” means the authorized technical representative of each Promoter and Associate Promoter as appointed by such Promoter or Associate Promoter to the Technical Team.

“Technical Team” shall mean the entity defined in Section 6.6.

“Unanimous Vote” means a Vote of 100% of the Promoters or Promoters and Associate Promoters, as the case may be.

“Vote” means a vote within the specified period by one or more Promoters and/or Associate Promoters, as the case may be, such vote to be cast by a Promoter and/or Associate Promoter either in a written notification submitted to the Agent or verbally by the Management Representatives in a formal vote conducted in a meeting attended by Management Representatives of each Promoter and Associate Promoter,.

## **2. PURPOSE**

The Consortium is committed to the development and advancement of the MHL Specification through the establishment of procedures whereby each version of the MHL Specification is drafted and adopted in accordance with objective criteria established in a fair and pro-competitive manner. In furtherance of the foregoing, the Consortium will strive for compatibility of all versions of the MHL Specification and to maintain the MHL Specification architecture as a simple, easy to implement, stable technology in the spirit of its design, promote the establishment of each version of the MHL Specification as an industry standard and maintain the technical longevity of the MHL Specification architecture. The Consortium may from time-to-time cooperate with other standard-setting organizations.

## **3. COMPLIANCE WITH ANTITRUST LAWS**

The Promoters and Associate Promoters are committed to fostering competition in the development of new products and services and understand, acknowledge and agree that the MHL Specification is intended to promote such competition. The Promoters and Associate Promoters further acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their Representatives act in a manner which does not violate any applicable antitrust laws and regulations. Without limiting the generality of the

foregoing, the Promoters and Associate Promoters understand, acknowledge and agree that the Promoters and Associate Promoters and their respective Representatives will not discuss issues relating to product costs, product pricing, methods, channels, schedules or timing of product distribution, any division of markets or allocation of customers or any other topic which should not be discussed among competitors. Accordingly, each Promoter and Associate Promoter assumes responsibility to provide appropriate legal counsel to its Representatives regarding the importance of limiting discussions to subjects that relate to the purposes of the Consortium, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Promoter and Associate Promoter further understands, acknowledges and agrees that it and each other Promoter and Associate Promoter is free to develop competing technologies and standards and to license such technologies and its intellectual property rights to third parties, including without limitation, to enable competing technologies and standards.

#### **4. MEMBERSHIP**

The Consortium consists of Promoters, Associate Promoters, Adopters, Contributors and other third parties in their collective capacity and efforts to define, establish, promote and support the MHL Specification.

##### **4.1. Promoters**

In 2010, the Promoters entered into the Promoters Agreement in an effort to define, establish, promote and support a new technology and specification for the encryption, transmission, and/or reception of audio-visual content that eventually became the MHL Specification. The Promoters undertook to encourage the rapid, broad, and open industry adoption of the MHL Specification by making the MHL Specification and its associated necessary intellectual property rights generally available to the market. Through their Management and Technical Representatives, the Promoters work to define, drive, manage, evolve and promote the MHL Specification. Decisions in furtherance of each of these objectives are taken by the Vote of the Management Team, with certain matters requiring the favorable Vote of more members of the Management Team than others. As the original signatories to the Promoters Agreement, Promoters are not elected, do not have defined terms and cannot be removed. A Promoter's status may be terminated under certain circumstances, and a Promoter may terminate its status as a Promoter by resigning in writing to the Agent at any time for any reason.

##### **4.2. Associate Promoters**

Associate Promoter status is open to any Adopter in good standing for at least six (6) months. Adopters desiring to be considered for Associate Promoter status may petition a Promoter or the Agent at any time to be nominated for consideration. Any Promoter receiving such a petition from an Adopter shall refer the matter to the Agent. The Agent shall coordinate deliberation(s) among Promoters and solicit any nomination(s) and request(s) for a vote to consider Associate Promoters. Selection as an Associate Promoter requires the approval of the Promoters by a Passing Vote occurring within sixty (60) days of the Adopter's nomination. Selection of an Adopter as an Associate Promoter is based on objective and unbiased evaluation criteria, including, without limitation, the following: adequate representation of various industry

segments; the Adopter's interest and capability to promote and contribute to technology development reasonably related to the likely pro-competitive value of appointing the nominated Adopter as an Associate Promoter; the Adopter agreeing to help define, drive, manage, evolve and promote the MHL Specification; and the nominated Adopter agreeing to sign the Associate Promoter Agreement. Notification of the decision regarding Associate Promoter status will be made by the Agent. Any Adopter selected to be an Associate Promoter must sign the Associate Promoters Agreement and appoint its Representatives. The Representatives of a new Associate Promoter will undergo orientation by the Agent on the workings of the Consortium and substantive and procedural management and technical matters. Associate Promoters have a defined term of two (2) years from the signing of the Associate Promoters Agreement and are required to remain Adopters in good standing for the duration of their status Associate Promoters. Associate Promoters are also required to participate in no less than 75% of Management Team meetings. An Associate Promoter's status may be terminated under certain circumstances, and an Associate Promoter may terminate its status as an Associate Promoter by resigning in writing to the Agent at any time for any reason.

#### **4.3. Adopters**

The Consortium is open to any company that wants to become an Adopter. Adopters may include any individual or entity requiring access to the MHL Specification and desiring to design, manufacture, market or sell products incorporating MHL technology and use the MHL trademark. All Adopters must sign the Adopter Agreement. An Adopter Agreement is with respect to and remains in full force and effect for, and its term extends for the duration of, the major version of the MHL Specification in effect at the time of the entering into of the given Adopter Agreement. Access to any subsequent major version of the MHL Specification requires the entering into of a new or amended Adopter Agreement, as determined by the Promoters. An Adopter Agreement may be terminated by the Agent under certain circumstances, and an Adopter may terminate its status as an Adopter by withdrawing in writing to the Agent at any time for any reason.

#### **4.4 Contributors**

Any entity interested in contributing to the development of the MHL Specification may solicit the Agent, any Promoter and/or any Representative to become a Contributor. Contributors consist of test equipment manufacturers, test fixture manufacturers, testing services companies or other third parties, selected by the Promoters to contribute to the definition, establishment, promotion or support of the MHL Specification. Contributors must be approved by a Passing Vote of the Technical Team and Majority Vote of the Management Team and sign a Contributor Agreement, in form and substance approved by the Promoters. The selection of Contributors is based on the needs of the Consortium in advancing the Specification, and the selection of Contributors shall be made on objective evaluation criteria. Under the terms of the "Contributor Agreement," a Contributor's status as a Contributor may be terminated by the Agent under certain circumstances, and a Contributor may terminate its status as a Contributor by withdrawing in writing to the Agent at any time for any reason. Contributors may make contributions to the MHL Specification directly to the Technical Working Group or through a Management Team member, or a Technical Representative. Contributors shall have no decision making authority

regarding the MHL Specification. Contributions are voluntary and there is no guarantee of their inclusion in the MHL Specification.

## **5. MANAGEMENT TEAM AND AGENT**

### **5.1. Membership of Management Team**

Each Promoter and Associate Promoter company shall appoint, as its representative on the Management Team, one (1) Management Representative.

### **5.2. Powers of the Management Team**

Subject to the terms and conditions of the Promoters Agreement, the Associate Promoters Agreement and these By-Laws, the members of the Management Team are empowered to conduct all Votes, and make all proposals requiring Votes, on behalf of each of the Promoters and Associate Promoters.

### **5.3. Duties of the Management Team**

Subject to the terms and conditions of the Promoters Agreement, the Associate Promoters Agreement and these By-Laws, it shall be the duty of the members of the Management Team to:

- 5.3.1. perform any and all duties imposed on them collectively or individually by the Promoters Agreement, the Associate Promoters Agreement and these By-Laws;
- 5.3.2. meet at such times and places as required by these By-Laws;
- 5.3.3. establish, charter, and disband Work Groups, as appropriate to conduct the work of the Consortium;
- 5.3.4. establish policies and procedures for changes or refinements to any and all versions of the MHL Specification; and
- 5.3.5. such other duties in furtherance of the purposes of the Consortium and the foregoing as shall be agreed to by the Promoters and Associate Promoters.

### **5.4. Duties of the Agent**

The Agent shall be responsible for administering, licensing and promoting the MHL Adopted specification. The Agent may, from time to time, be requested to license a draft specification by the Management Team.

### **5.5. Voting of the Management Team**

Each member of the Management Team will get one vote. The Agent may not vote. All actions of the Management Team shall be taken in accordance with the terms of the Promoters Agreement and the Associate Promoters Agreement, including, if applicable, upon the properly motioned Vote provided for in the Promoters Agreement and the Associate Promoters Agreement. All material actions of the Consortium that are not addressed in the Promoters Agreement and/or the Associate Promoters Agreement will be taken upon a properly motioned Passing Vote of the Promoters and the Associate Promoters, as the case may be, to occur within thirty (30) days of the associated proposal.

### **5.6. Place of Meetings**

Management Team meetings shall be held at places and times as may be agreed to by a Majority Vote of the Management Team. Meetings may be held in person or by any combination of audio,

document or videoconferencing technique. Promoters may meet from time to time separately from the Management Team.

### **5.7. Special Meetings**

Special Meetings of the Management Team may be called by a Majority Vote of the Management Team.

### **5.8. Notice of Management Team Meetings**

The Agent shall give at least fourteen (14) days' prior notice to each member of the Management Team.

The primary means for the provision of notice shall be via electronic mail from the Agent to each recipient at its electronic mail address as it appears on the records of the Consortium, provided that each recipient shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. If notification is provided by mail, such notice shall be deemed to be delivered when deposited in the mail addressed to the recipient at its address as it appears on the records of the Consortium, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means.

### **5.9. Conduct of Management Meetings**

- 5.9.1. Meetings of the Management Team shall be coordinated by the Agent.
- 5.9.2. A Management Team member may designate an alternate Management Representative and vote in place of said absent member pursuant to a proxy signed by said absent member.
- 5.9.3. Management Representatives may participate in a regular or special meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section 5.9 constitutes presence in person at such meeting.
- 5.9.4. Meetings shall be governed by such procedures as may be approved from time to time by the Management Team, insofar as such rules are not inconsistent with or in conflict with these Bylaws, or with provisions of law.
- 5.9.5. The presence of no less than 75% of the Management Team members at any meeting shall constitute a quorum for the conduct of business.
- 5.9.6. Meeting agenda and associated materials shall be made available at least one (1) week prior to the meeting. Any topics not listed in the agenda may be handled in the meeting should this be approved by all promoters.
- 5.9.7. Meeting minutes shall be kept by the Agent and circulated for approval to all participants by the Agent within a week after each meeting.

## **6. WORKING GROUPS**

### **6.1. Formation**

The Management Team may establish one (1) or more Working Groups to assist the Consortium in certain activities (e.g., specification development). The Management Team shall appoint the Working Group chairperson, both initial and any replacement. The Agent shall provide timely notice of the formation and chairperson of each Working Group to all Management Representatives, as well as the then-current Working Group Procedures established by the Majority Vote of the Management Team which will govern the actions of such Working Group.

## **6.2. Composition**

A Promoter or Associate Promoter representative may propose candidates for membership in the Working Group. All candidate participation is subject to the approval of Management Team by a Passing Vote. The Management Team by Majority Vote will develop and publish Work Group Specific Procedures. The Management Team may, from time to time, develop and publish general minimum standards for membership in Working Groups.

## **6.3. Record of Activities**

The chairperson of the Working Group shall document and record the Working Group's activities and communicate back to the Management Team.

## **6.4. Meetings**

Working Groups shall hold regular meetings on a schedule as determined by such Work Group. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures or Work Group Specific Procedures.

## **6.5. Removal from Work Groups**

The then-current Working Group Procedures shall govern the removal of any member of a Working Group.

## **6.6. Technical Team**

The MHL Technical Team is a permanent Working Group, the purpose of which is to draft and maintain the MHL Specification and support the evolution of the standard. The Technical Team is comprised of one or more Technical Representatives from each of the Promoters and Associate Promoters. Each Promoter and Associate Promoter Technical Representative on the Technical Team has the right to attend meetings of the Technical Team and is required to attend no less than 75% of all Technical Team meetings. Each Promoter and Associate Promoter has one vote on matters for consideration before the Technical Team. The Technical Working Group shall meet regularly upon fourteen (14) days prior notice by the chairperson, with the agenda and all documents available for review no later than seven (7) days before the meeting. Special meetings of the Technical Team may be called by the chairperson upon seven (7) days prior notice. The primary means for the provision of notice shall be via electronic mail from the chairperson of the Technical Team to each recipient at its electronic mail address as it appears on the records of the Consortium, provided that each recipient shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. Personal notification may also include notification by telephone, facsimile, or other electronic means.

Meetings of the Technical Team shall be coordinated over by the chairperson. A Technical Representative may designate an alternate Technical Representative to Vote in place of said absent member pursuant to a proxy signed by said absent member. Technical Representatives may participate in meetings through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

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

## **7. AMENDMENT OF BYLAWS**

Except where otherwise provided for herein, these By-Laws, or any of them, may be altered, amended, or repealed and new By-Laws adopted by a Unanimous Vote of the Promoters.