

BYLAWS OF DIGITAL STATIONERY CONSORTIUM, INC.

(a Delaware Non-Profit Corporation)

ARTICLE 1. DEFINITIONS

“**Affiliate**” or “**Affiliates**” means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition, “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

“**Board**” means the board of directors of the Corporation.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Contributor Member**” means a Member that has paid in full all dues required to become a Contributor Member, that has agreed to carry out the duties set forth herein and those defined from time to time by the Board, and that has been approved by the Board, at its discretion, to be a Contributor Member in accordance with *Section 9.2*. The number of Contributor Members must be no fewer than one (1) and no more than ten (10). Each Contributor Member may select one director who serves on the Corporation’s Board and may also serve as officers of the Corporation.

“**Corporation**” means Digital Stationery Consortium, Inc., a Delaware non-profit corporation.

“**Designated Representative**” means the primary person designated by each Member to serve as the main contact to the Corporation on behalf of its organization.

“**Executive Director**,” if any, means an officer of the Corporation whose duties and responsibilities are set forth in *Section 5.2 (e)* below. The Executive Director may not be a member of the Board.

“**Member**” means a general reference to the collective group of Contributor Members and Promoter Members, and such other levels of participation in the Corporation as the Board may from time to time designate. Member does not mean a “member” as that term is used in Section 215 of Title 8 of the General Corporation Law of the State of Delaware.

“**Promoter Member**” means a Member that has paid all dues required to become a Promoter Member, that has agreed to carry out all duties defined by the Board from time to time or herein, and that has been approved by the Board, at its discretion, to be a Promoter Member in accordance with *Section 9.2*. Promoter Members have no rights to select a Director who serves on the Board of Directors.

ARTICLE 2. OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 401 Edgewater Place, Suite 600, Wakefield, MA, 01880 USA. The precise location of the principal office shall be determined by the Board from time to time. The Corporation may have such other offices, within or without the state of Delaware, as the Board determines from time to time.

SECTION 2.2 REGISTERED AGENT AND OFFICE

The Corporation shall have and continuously maintain in the State of Delaware a registered office, and a registered agent whose office is identical with such registered office as required by the laws of the State of Delaware.

ARTICLE 3. PURPOSE AND POWERS

SECTION 3.1 CODE SECTION 501(c)(6) PURPOSES

The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Code, the education of the industry, the general public and regulators.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is formed for purposes of achieving the Members' common business interest through exchange of ideas and creation of a network forum for industry participants. The goal is to promote the "WILL Data Format" as a digital ink format that is used across platforms and applications and make digital ink an integrated part of cloud-enabled, distributed and smart ecosystems to further the general acceptance and reliability of digital ink technologies in a digital age.

In furtherance of these efforts, the Corporation and its Members shall seek to solicit the participation and comments of all interested parties on a fair, equitable and open basis, jointly identify market and user needs for digital stationery in all segments, and promote the "WILL Data Format" as the essential tool to create, capture and share creative ideas.

SECTION 3.3 COMPLIANCE WITH ANTITRUST LAWS

Members and their representatives must act in a manner that does not violate any applicable state, federal or international antitrust or competition laws or regulations or applicable orders. The Corporation will adopt antitrust guidelines to which all Members must adhere.

ARTICLE 4. BOARD OF DIRECTORS

SECTION 4.1. FUNCTION.

The Board will manage the business and affairs of the Corporation in accordance with the provisions of Delaware General Corporation Law, the Certificate of Incorporation, and these Bylaws, except as such powers are otherwise provided herein.

SECTION 4.2. QUALIFICATION.

Each director must be a director, an officer or an employee of a Contributor Member. No Member may have more than one (1) representative selected or appointed as a member of the Board. Directors need not reside in the State of Delaware. Each Contributor Member is solely responsible for any acts or omissions of its Designated Representative who serves as a member of the Board and shall cause the Designated Representative who has been removed from the office of director pursuant to *Section 4.7(a)* not to make any claims against the

Company.

SECTION 4.3. COMPENSATION.

The directors of the Corporation shall not be compensated for services rendered to the Corporation either as directors or as members of any committee of directors, except that a director shall be entitled to reimbursement for reasonable expenses incurred on behalf of the Corporation. Nothing herein shall preclude a director from serving the Corporation in any other capacity and receiving compensation for such other services.

SECTION 4.4. NUMBER. The number of directors shall consist of not fewer than one (1). The precise number of directors shall be designated from time to time by resolution of the Board. Unless one or more directors are removed by the Board, a decrease in the number of directors will not shorten the current term of any incumbent director.

SECTION 4.5. COMPOSITION, APPOINTMENT, ELECTION AND TERM.

(a) **Initial Board.** The initial Board shall be appointed by the incorporator and shall consist of representative(s) of the entity (ies) who have executed Membership Agreements as a Contributor Member.

(b) **Appointment of Board.** The Designated Representative of each Contributing Member shall serve until replaced as members of the Board so long as their affiliated organizations remain Contributor Members in good standing.

(c) **Election of Chair of Board.** The Board may elect a chairperson (the “Chair”), and if one is elected, the Chair will preside at all meetings of the Board and will have such other duties as may from time to time be prescribed by the Board. The term of the Chair shall be for an initial five-year term and annually thereafter until replaced by another director to be designated by the Contributor Member who selected the previous director who is replaced by the Board through removal or resignation of the then current Chair.

SECTION 4.6. QUORUM AND VOTING.

A majority of the number of directors prescribed by these Bylaws constitutes a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is an act of the Board.

SECTION 4.7. REMOVAL, RESIGNATION AND VACANCIES.

(a) **Removal.** An individual director may be removed, with reasonable cause, by a majority vote of the disinterested Members who have a right to appoint directors. As used in this *Section 4.7(a)*, “disinterested” shall mean a Member whose Designated Representative is not the subject of a vote of removal. The notice of any special meeting at which a vote will be taken to remove a director will state that the purpose or one of the purposes of the meeting is the removal of a director or directors. In the event that the entire Board or any one or more directors is removed, new directors may be designated at the same meeting by the Contributor Members who appointed the removed director.

(b) **Resignation.** A director may resign at any time by delivering a signed notice in the form of a record to the Chair or to an executive officer or the secretary of the Corporation. A resignation is effective when the notice is delivered unless the notice specifies

a later effective date. In the event that the entire Board or any one or more directors resign, new directors shall be designated within a reasonable period of time by the Contributor Members who appointed the resigning director.

(c) Method of Filling Vacancies.

Vacancies on the Board shall exist whenever: (1) an individual serving as a director resigns from the Board; (2) a director resigns from or is terminated from employment or engagement by the Contributor Member employing or engaging the director at the time of the director's appointment or election; (3) a Contributor Member terminates its Membership Agreement; (4) a director is found to have missed more than [three (3) consecutive, regularly noticed meetings] without cause; (5) a director has died or become incapacitated; or (6) a director is removed from office pursuant to *Section 4.7(a)*.

The Contributor Member employing or engaging the resigning or removed director may replace that director with another employee or Designated Representative by providing the Chair with written notice of the same within thirty (30) days after the effective date of the director's resignation, termination or removal. Except as otherwise herein provided, a director shall be conclusively deemed to resign if the director's employment or engagement with the Contributor Member is for any reason terminated. A person appointed to fill a vacancy on the Board shall hold office until the end of the term of the individual being replaced or until his or her death, resignation or removal from office.

If the Contributor Member who has the right under this *Section 4.7(c)* to appoint a replacement director to the Board fails to appoint such director within the prescribed time period, the Contributor Member employing or engaging the resigning or removed director shall be deemed to be a director to fill a vacancy on the Board until a natural person is appointed to fill the vacancy. If the Contributor Member terminated its Membership Agreement the vacancy shall not be refilled except by a new Contributor Member.

SECTION 4.8. COMMITTEES OF THE BOARD.

(a) Committees. The Board may designate additional committees of the Board by expressly delegating one or more powers or functions of the Board to such designated body. The purposes and composition of each committee shall be provided by a resolution duly adopted by the Board. The members of such a committee need not be members of the Board of Directors. In the event of the establishment of a committee, the committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to act except as specifically conferred by action of the Board. The committee shall not exercise any of the powers of the Board. Upon completion of the task for which appointed, such committee shall stand discharged.

(b) Director's Duty Remains. Neither the creation of any committee, the delegation of authority to any committee, nor action by any committee will alone constitute compliance by any director not a member of such committee with such director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

SECTION 4.9. TIME AND PLACE OF ANNUAL, REGULAR AND SPECIAL MEETINGS.

An annual meeting of the Board will be held each year at such time and place as the Board may fix by resolution. The Board may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than that resolution. Special meetings may be held at such times as called by the Chair, the president of the Corporation or any two directors. Meetings of the Board may be held either within or outside of the State of Delaware.

SECTION 4.10. PRESUMPTION OF ASSENT.

A director of the Corporation who is present at a meeting of the Board or a committee of the Board when corporate action is taken is presumed to have assented to the action unless such director votes against it or expressly abstains from voting on the action taken, or such director objects at the beginning of the meeting to the holding of the meeting or transacting specific business at the meeting. The secretary of the meeting shall record each abstention in the minutes of the meeting.

SECTION 4.11. ELECTRONIC MEETING.

Members of the Board may participate in a meeting of the Board by means of the Internet or other electronic communications technology, including by phone and email in such fashion pursuant to which the Members have the opportunity to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the members, pose questions, and make comments. Participation by such means shall constitute presence in person at a meeting. Electronic votes shall require a simple majority of the then seated Board to be returned to the secretary to be valid. A failure to vote shall not be counted as either a no vote nor included in the tally of total votes.

SECTION 4.12. ACTION WITHOUT A MEETING.

Any action required or permitted to be taken at a Board meeting or a meeting of a committee of the Board may be taken without a meeting if: (a) each of the directors, or each of the members of the committee, as the case may be, consents in writing to the action; (b) the consent sets forth the action to be taken; and (c) the consent is filed in the minutes of the proceedings of the Board or of the committee. The consents may consist of one or more writings. All directors need not sign the same document and facsimile signatures shall be deemed originals. Such written consents will have the same effect as a unanimous meeting vote.

SECTION 4.13. DUTIES OF DIRECTORS.

Each director will perform the duties of a director, including the duties of a member of any committee of the Board upon which such director serves, in good faith, in a manner reasonably believed to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Without limiting the generality of the foregoing, each director shall perform the duties of director in furtherance of the purposes of the Corporation.

ARTICLE 5. OFFICERS AND NON-PRIMARY OFFICERS

SECTION 5.1. OFFICERS.

The officers of the Corporation will consist of a president, a secretary, and a treasurer

(together, the “**Primary Officers**”), and may include one or more vice presidents, an executive officer, one or more assistant secretaries, and one or more assistant treasurers. The Primary Officers shall be appointed from amongst the Board, unless there are an insufficient number of Board members to hold such positions. Officers will be elected initially by the Board at the organizational meeting of the Board and the term of the initial officers shall be for a five-year term. Thereafter, officers will be elected at the annual meeting of the Board or at any special meeting called for such purpose. The Board from time to time may elect or appoint other officers and assistant officers who will have the authority and perform the duties prescribed by the Board. All officers will hold office until their successors have been appointed and have qualified or until their earlier resignation, removal from office, or death. The failure to elect a president, secretary, or treasurer shall not affect the existence of the Corporation.

SECTION 5.2. DUTIES.

The following officers of the Corporation will have the following duties:

(a) **President.** The president will be the chief executive officer of the Corporation, will have general and active management of the business and affairs of the Corporation, subject to the directions of the Board, shall oversee the day-to-day activities of the Corporation, and may sign bonds, deeds and contracts for the Corporation. The president shall be responsible for the timely presentation to the Board of an annual program plan and for the development of a proposed budget in accordance with parameters established by the Board or any committee thereof. The president shall report at each meeting of the Board on developments within the Corporation and related matters. The president shall be responsible for the hiring, tenure, and salaries of all other employees of the Corporation. In the absence of a Chair, the president will preside at all meetings of the Board. A president may serve concurrently as Chair.

(b) **Vice President.** Each vice president, if one or more is elected, will have such powers and perform such duties as may, from time to time, be prescribed by the Board or by the president. In the event of the absence or disability of the president, the vice president or vice presidents will succeed to the president's power and duties in the order designated by the Board.

(c) **Secretary.** The secretary will (1) keep the minutes of the proceedings of the Board in one or more books provided for that purpose, (2) see that all notices are duly given according to the relevant provisions of these Bylaws or as required by law, (3) maintain custody of the corporate records and seal, attest the signatures of officers who execute documents on behalf of the Corporation, and affix the seal to all documents that are executed on behalf of the Corporation under its seal, and (4) in general perform all duties incident to the office of secretary and such other duties as the president or the Board from time to time prescribes.

(d) **Treasurer.** The treasurer will (1) have charge and custody of and be responsible for all funds and securities of the Corporation, (2) keep full and accurate accounts of receipts and disbursements, (3) receive and give receipts for monies due and payable to the Corporation, and deposit monies in the name of the Corporation in the depositories designated by the Board, and (4) in general perform all the duties incident to the office of treasurer and such other duties as may, from time to time, be prescribed by the Board. Unless by resolution the Board determines otherwise, all checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the Corporation's name shall be signed by the treasurer or an assistant treasurer and countersigned by the president. If required by the Board, the treasurer will give a bond for the faithful discharge of the treasurer's duties in the sum and

with the surety or sureties that the Board determines.

(e) **Executive Director.** The Executive Director is a non-Primary Officer of the Corporation, and shall act as the day-to-day operations chief of the Corporation, will have general and active management of the business and affairs of the Corporation, subject to the directions of the Board, shall oversee the day-to-day activities of the Corporation, and may sign bonds, deeds and contracts for the Corporation. The Executive Director shall be responsible for the timely presentation to the Board of an annual program plan and for the development of a proposed budget in accordance with parameters established by the Board or any committee thereof. The Executive Director shall report at each meeting of the Board of Directors on developments within the Corporation and related matters. The Executive Director shall be responsible for the hiring, tenure, and salaries of all other employees of the Corporation. The Board shall hire the Executive Director as an employee of or contractor to the Corporation, and the Executive Director shall serve according to the terms agreed to and stated upon the hiring. The Executive Director shall not vote on the Board.

Section 5.3. REMOVAL, RESIGNATION AND VACANCIES.

(a) **Removal.** Any officer elected or appointed by the Board and any assistant officer appointed by another officer may be removed by the Board at any time, with or without cause, by a majority vote of the Board.

(b) **Resignation.** An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

(c) **Method of Filling Vacancies.** Any vacancy, however occurring, in any office may be filled by the Board of for the unexpired term of such office.

SECTION 5.4. COMPENSATION.

The officers elected or appointed by the Board shall not be compensated for services rendered to the Corporation as officers, except that an officer shall be entitled to reimbursement for reasonable expenses incurred on behalf of the Corporation. The president has the authority to fix the salaries of all employees of the Corporation other than officers elected or appointed by the Board.

ARTICLE 6. INDEMNIFICATION.

SECTION 6.1 NONLIABILITY OF DIRECTORS AND OFFICERS.

To the extent permissible under applicable law, directors and officers will not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 6.2 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS.

To the fullest extent permitted by applicable law, the Corporation will indemnify and defend any person who is made, or threatened to be made, a party to an action, suit or proceeding by reason of the fact that the person is or was a director of the Corporation and acting on behalf of the Corporation.

SECTION 6.3. INSURANCE.

The Corporation will purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or a member of a committee of the Board, or who is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify him or her against such liability, or advance expenses to him or her, under the provisions of this *Article 6*.

The Corporation shall at all times maintain insurance coverage in form and amount sufficient to satisfy the requirements of the General Corporation Law of the State of Delaware, as it may be amended from time to time, so as to assure that volunteers of the Corporation shall be immune from civil liability to the full extent provided by the General Corporation Law of the State of Delaware.

ARTICLE 7. CONFLICTS OF INTEREST

SECTION 7.1 NO VOIDABILITY.

No contract or other transaction between the Corporation and one or more of its directors or officers or members of any committee of the Board, or any other corporation, firm, association, or entity in which one or more of its directors or officers or member of any committee of the Board are financially interested will be either void or voidable because of such relationship or interest:

(1)(i) when such director or officer or member of any committee of the Board is present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies such contract or transaction, if the fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves, or ratifies the contract or transaction and such authorization, approval, or ratification is by a vote or consent sufficient for the purpose counting only the votes or consents of the disinterested voting directors but including the interested directors as present, all in the manner provided by law, or

(ii) when such director or officer or member of any committee of the Board is not present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies such contract or transaction, if the fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves, or ratifies the contract or transaction and such authorization, approval, or ratification is by an affirmative vote or consent of the majority of the voting directors present, all of whom are disinterested directors, all in the manner provided by law; or

(2) if the contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board or a committee.

SECTION 7.2 BENEFITS.

The Corporation was organized, and will operate, to serve the purposes stated in the Corporation's Certificate of Incorporation and not to benefit any of its directors or officers or members of any committee of the Board or other designated body. Any benefit obtained by

any such director or officer or member of any committee of the Board from the Corporation's activities shall be merely tenuous and incidental to the purposes served by the Corporation.

ARTICLE 8. WORK GROUPS

The Corporation shall have such groups as may from time to time be designated upon vote of the Board (“**Work Groups**”).

Meetings and actions of Work Groups shall be governed by, noticed and held in accordance with written Work Group Procedures to be adopted by the Board, and the Board from time to time may amend such Work Group Procedures.

ARTICLE 9. MEMBER PROVISIONS

SECTION 9.1 DETERMINATION AND RIGHTS OF MEMBERS.

The Corporation shall have such classes of participation as defined by the Board ("**Member Classifications**"), including the initial classifications set forth in the definition of Member above. No Member shall be a party to more than one (1) Membership Agreement with the Corporation. For purposes of this Section, a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Membership Agreements, the Certificate of Incorporation, these Bylaws, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the general Members of the Corporation and access to the general Members' portions of the Corporation's web site.

SECTION 9.2 QUALIFICATIONS FOR MEMBERSHIP.

The qualifications for participation in the Corporation are that such prospective Member:

(1) is supportive of the Corporation's purposes as defined in *Section 3.2*, and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws and the Corporation's antitrust guidelines, and

(2) pays the then-current annual dues applicable to its Member Classification.

SECTION 9.3 FEES AND DUES.

The annual dues payable to the Corporation by each class of Members shall be established and may be changed from time to time by resolution of the Board. Initial dues shall be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues shall be due and payable as specified in the Membership Agreement. If any Member is delinquent in the payment of dues, subject to *Section 9.8*, such Member's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

SECTION 9.4 NUMBER OF MEMBERS.

There is no limit on the number of Members the Corporation may admit. The Board may, however, in its sole discretion, limit the number of Members so long as such limitations are not imposed for the purpose of excluding otherwise qualified applicants from such Member classification.

SECTION 9.5 NONLIABILITY OF MEMBERS.

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

SECTION 9.6 NONTRANSFERABILITY OF MEMBERSHIP AGREEMENTS.

No Membership Agreement may be assigned, and any purported assignment will be null and void.

SECTION 9.7 TERMINATION OF MEMBERSHIP.

The Membership Agreement of a Member shall terminate upon the occurrence of any of the following events:

(1) a failure to initiate or renew a Membership Agreement by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the secretary or executive director of the Corporation, except that a Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency; and

(2) 2/3 vote of all disinterested directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of participation herein, including the requirements for participation as stated in *Section 9.2* above.

In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) Membership Agreement and one (1) vote in all Member votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof.

All rights of a Member in the Corporation shall cease on termination of such Member's Membership Agreement as herein provided. A Member whose Membership Agreement is terminated shall not receive any refund of dues already paid for the current dues period.

ARTICLE 10. MEMBER CLASSIFICATIONS

SECTION 10.1 CONTRIBUTOR MEMBERS.

The Corporation shall have Contributor Members. Applicants for Contributor Member, qualified under *Section 10.2* above and applying for participation, shall be admitted to participation upon their affirmation of the Certificate of Incorporation of the Corporation and these Bylaws; the execution of a Membership Agreement; approval of the Board; and payment of the applicable annual dues as specified in the Membership Agreement.

Once accepted, Contributor Members shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Members. Among other benefits specifically afforded to Contributor Members who remain in good standing, Contributor Members shall be entitled to those benefits afforded to Promoter Members, and in addition:

- a. eligibility to appoint a representative to the Board;
- b. eligibility to be appointed or elected as an officer of the Corporation;
- c. the license right to WILL Standard SDK for commercial purposes without other additional compensation than the applicable annual dues in Membership Agreement, which conditions more specifically provided in WILL Standard SDK License Pack for Members of Digital Stationery Consortium, Inc.;
- d. the right to participate in Work Groups;
- e. the right to chair Work Groups (subject to Board appointment pursuant to *Section 6.2.1* hereof);
- f. the right to propose new Work Groups;
- g. the right to propose the public relations policy of the Corporation; and
- h. subject to *Article 10*, the right to be listed (with a hyperlink to the Contributor Member's web site) as a Contributor Member on the Corporation's web site.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Contributor Members may be entitled.

SECTION 10.2 PROMOTER MEMBERS.

The Corporation shall have Promoter Members. Applicants for Promoter Member, qualified above and applying for participation, shall be admitted to participation upon their affirmation of the Certificate of Incorporation of the Corporation and these Bylaws; the execution of a Membership Agreement; and payment of the applicable annual dues as specified in the Membership Agreement.

Once accepted, Promoter Members shall be entitled to all rights and bound to all obligations generally afforded and imposed upon all Members. Among other benefits specifically afforded to Members who remain in good standing, Promoter Members shall be entitled to the following benefits:

- a. the license right to WILL Standard SDK for commercial purposes without other additional compensation than the applicable annual dues in Membership Agreement, which conditions more specifically provided in WILL Standard SDK License Pack for Members of Digital Stationery Consortium, Inc.;

- b. the right to participate in Work Groups;
- c. subject to *Article 10*, the right to be listed (with a hyperlink to the Promoter Member’s web site) as a Promoter Member on the Corporation’s web site;
- d. subject to procedures as may be adopted by the Board, the right to use the Corporation’s name and logo in connection with Member status; and
- e. subject to procedures as may be adopted by the Board, access to Corporation activities for Members, e.g., compliance workshops, “plugfests” or face-to-face meetings.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Promoter Members may be entitled.

ARTICLE 11. BOOKS AND RECORDS

The Corporation will keep correct and complete books and records of accounts and minutes of the proceedings of the Board and committees of directors, as well as accurate accounting records. The Corporation's books, records, and minutes may be written or kept in any other form capable of being converted into writing within a reasonable time. The Corporation shall keep its books and records at such place or places as may be designated from time to time by the Board, either within or outside of Wakefield, MA.

ARTICLE 12. AMENDMENTS

SECTION 12.1. AMENDMENTS TO BYLAWS.

These Bylaws may be amended, modified, altered, or repealed and new or additional Bylaws adopted, in writing, by a majority vote of the members of the Board of Directors present at any regular meeting thereof or at a special meeting called for that purpose. Any amendment, repeal or addition will be approved in writing and attached to these Bylaws.

SECTION 12.2. AMENDMENTS TO CERTIFICATE OF INCORPORATION.

Amendments to the Certificate of Incorporation may be proposed by affirmative vote of a majority of the members of the Board present at any regular meeting thereof or at a special meeting called for that purpose. Proposed amendments shall be submitted to the members entitled to vote for their approval. The Board shall transmit to the members a recommendation that the members approve the amendment, unless the Board makes a determination that because of conflicts of interest or other special circumstances, it should not make such a recommendation, in which case the Board must transmit to the members the basis for that determination. The Board may condition its submission of the amendment to the members on any basis.

ARTICLE 13. MISCELLANEOUS

SECTION 13.1. RESERVES.

The Board may cause to be set aside, out of any funds or other property or assets of

the Corporation, such sum or sums as the Board, in its absolute discretion, may consider to be proper as reserves to meet contingencies, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board may deem conducive to the interest of the Corporation, and the Board may modify or abolish any such reserve in the manner in which it was created.

SECTION 13.2. CHECKS, NOTES, ETC.

All checks or other orders for the payment of money and all notes or other instruments evidencing indebtedness of the Corporation shall be signed on its behalf by such officer or officers or such other person or persons as the Board may from time to time designate.

SECTION 13.3. CORPORATE SEAL.

The Board may adopt a corporate seal which has the name of the Corporation inscribed thereon, and such seal may be a facsimile, engraved, printed, or impression seal; provided, however, that in any event, the affixation of such seal shall not be required to authorize or validate any document entered into or adopted by the Corporation.

SECTION 13.4. FISCAL YEAR.

The fiscal year of the Corporation shall be established by resolution of the Board.